

Client: \_\_\_\_\_

## TAX PREPARATION ENGAGEMENT AND CONSENT AGREEMENT

**Tax Office Use Only** [(\_\_\_\_\_) IF CHECKED, PROTECTION PLUS AUDIT SHIELD (SEE LIMITATION OF LIABILITY CLAUSE BELOW) IS EXCLUDED/NOT APPLICABLE. REASON \_\_\_\_\_ ]

Thank you for placing your confidence in CAF Enterprises USA Co. – TFC (CAFe) and allowing us to assist you with your tax affairs. This document confirms the terms of our engagement and outlines the nature and extent of the services we will provide for the preparation of your individual or corporate income tax returns (including Forms 1040/1041\*, 1065, 1120, and others as applicable).

### Terms of Engagement

We will prepare your federal and/or any requested state tax returns using information that you provide to us. While we may request clarification of certain items to fulfill required due diligence checks and verifications, we do not conduct audits of the data you submit. Our tax professionals will provide a comprehensive range of interview questions tailored to your tax situation, ensuring the preparation of complete and accurate tax returns. This process also ensures compliance with IRS, state, and bank requirements regarding the calculation of deductions and credits, such as the earned income tax credit and dependent exemptions.

To comply with audit requirements, verification documents may be copied and retained in your tax file. These may include, but are not limited to, copies of social security cards, unexpired government-issued identification, and household bills showing your name and address.

### Completion and Review of Tax Returns

Our engagement concludes with the delivery of your completed tax return(s) for your review and authorization for e-filing, where eligible. Upon receiving your final return(s), please carefully review all information before signing and submitting to the relevant taxing authorities.

We will retain copies of records you provide, along with this engagement letter, for a minimum of three (3) years, in accordance with industry standards. After this period, CAF Enterprises USA Co. reserves the right to destroy hard-copy files in accordance with the company's Safeguarding Policy. You are strongly advised to keep your own copies of the tax return, original documents, and supporting records in a secure location, either physically or digitally, for at least three (3) years after the return has been filed or its original due date.

### Extent of Services

This agreement is entered into voluntarily and represents the intention of all parties to maintain full, open, and honest communication during the tax preparation process. It is your responsibility to provide complete and accurate information. Failure to disclose participation in a "reportable transaction" or worldwide income, or to understate your tax liability, may result in substantial penalties, potentially as high as \$100,000. If you have concerns about these requirements, please notify us immediately.

Where tax law is unclear or interpretations differ between authorities, we will use our professional judgment, applying the "more likely than not" reliance standard, to resolve such matters and avoid penalties. You agree to respect our decisions regarding the necessity of making protective disclosures on your returns.

All tax returns are subject to review or audit by tax authorities. Should any adjustments be proposed, you have the right to appeal. If you are subject to a tax examination or audit, you may be required to provide documentation supporting information on your return. Notify us within fifteen (15) days of receiving any communications from tax agencies, and provide a copy of such correspondence before finalizing any settlement.

We can assist you in preparing for an audit or representing you by power of attorney. Such representation constitutes a separate engagement, for which a separate engagement letter will be provided. CAF Enterprises USA Co. or its affiliate partners can also assist in responding to correspondence from tax authorities; this may require a Limited Power of Attorney to expedite resolution. Fees and expenses related to defending returns will be invoiced in accordance with terms for that specific engagement.

### Limitation of Liability

Although our aim is to prepare accurate tax returns, CAF Enterprises USA Co. does not assume or pay any taxpayer's tax liability resulting from errors in the application of tax

theory or otherwise. **Instead, we participate in the Protection Plus program for forms 1040 & 1041 tax return and associated state tax return(s), which is included for the referenced tax season and, as applicable, will reimburse up to \$2,500 in taxes, penalties, and interest if a tax preparation error is the cause.** The company's maximum liability is limited to: (1) a refund of certain fees received for preparation costs, (2) reimbursement of penalties and interest assessed due to errors or omissions, or (3) a combination of these remedies. The choice of remedy is at the company's sole discretion and is not mandatory.

### Governing Laws

The rights and obligations of the parties will be governed by federal laws and the laws of Virginia, without regard to provisions concerning conflicts of law.

### Fees and Payment

Fees for consultation and tax preparation are based on the complexity of your tax return, including required forms and worksheets, and the time involved at the company's current billing rates. Additional charges may arise from out-of-pocket costs or travel expenses related to acquiring and returning tax data, as well as other tax preparation or entity incorporation-related services. All consultation fees, billable amounts, and invoices are due and payable upon notification or presentation of the invoice.

CAF Enterprises USA Co. reserves the right to charge a "modified consultation fee" (MCF) for incomplete tax returns or when services are abandoned after commencement. The MCF comprises the current hourly rate for services and up to 30% of the billable tax preparation fee as of the point of abandonment. As allowed by Virginia law, interest may be charged on accounts unpaid within five (5) days. Clients are responsible for any reasonable fees and costs associated with collecting overdue amounts. A \$65 "engagement" fee may be charged to new clients to ensure commitment. Such paid fee will be applied as payment toward the final tax preparation fee.

### Ownership of Work Papers

All materials you provide remain your property and will be returned to you. Workpapers created or prepared by us remain the property of CAF Enterprises USA Co., though you retain rights to access them.

Sincerely,  
CAF Enterprises USA Co. - TFC  
*/s/*  
Corbett Ferguson, Principal

### Affirmation and Acceptance

To confirm that this letter accurately reflects your understanding of the arrangements for this work, **please sign and date this agreement** in the spaces provided **and return it to our office.**

Digital signatures are accepted for services performed remotely. Simply type your name below and use a self-selected 5-digit PIN<sup>§</sup> number to confirm your signature.

Taxpayer Signature	Date	PIN (5 digits) <sup>§</sup>
Spouse (if applicable)	Date	PIN (5 digits) <sup>§</sup>

<sup>§</sup>A self-selected 5-digit PIN is used for e-file and signature confirmation. If left blank, a tax professional or software-generated PIN will be used.

\* Tax office and third-party (Tax Protection Plus, LLC & affiliates) assistance with addressing and resolving any tax notice received from the IRS or State, or identity theft issues for CAFe prepared **1040/1041 return and associated state tax return(s)**. If qualified, auto-enrollment applies beginning with the 2023 tax season.

\*\* Full terms and conditions may be found at: [www.cafenterprisesusa.com](http://www.cafenterprisesusa.com) under CAFe Links. You may request a full copy before any service begins.

ProtectionPlus  
**\$1 MILLION**  
TAX AUDIT DEFENSE™

## PROTECTION PLUS EXECUTIVE MEMBERSHIP

This document entitles any actively enrolled member of Protection Plus, for whom Protection Plus has received a membership fee, to the following benefits and services:

### **\$1,000,000 Tax Audit Defense™**

Protection Plus will provide up to \$1,000,000 of services to resolve notices, inquiries, and/or audits associated with a member's return.

### **Experienced Professionals**

Access to a team of Enrolled Agents and CPAs in the event of a tax notice.

### **Identity Theft Restoration**

Comprehensive, personalized recovery services for identity theft incidents.

### **Interpretation & Guidance**

Professional case assessment and personalized recommendation from credentialed specialists.

### **Tax Preparation Guarantee**

Reimbursement for added expenses incurred due to legitimate preparer errors up to \$2,500. Subject to Terms & Conditions.

Benefits subject to the terms, conditions, limitations, and exclusions found in the Protection Plus Membership Agreement. This is not the Membership Agreement.



### IRS §7216 Consent Form

Federal law requires that this consent form be provided to you. Unless authorized by law, we cannot disclose your tax return information to third parties for purposes other than the preparation and filing of your tax return without your consent. If you consent to such disclosure, federal law may not protect your tax return information from further use or distribution.

You are not required to complete this form. If your signature is obtained by conditioning our services on your consent, the consent will not be valid. If you agree to disclosure, your consent is valid for the period you specify; otherwise, it is valid for one year.

#### Company Policy on Personal Information

We collect certain personal information only when you provide it or with your permission. As a general rule, nonpublic personal information about current or former clients is not disclosed to anyone. However, as allowed by law, certain nonpublic information may be disclosed to comply with a valid subpoena or summons, to facilitate the conversion of tax data by tax software providers, or to provide selected "value added" services. Except as described, access to your nonpublic information is restricted to company associates and other parties who require it to provide services to you.

If you believe your tax return information has been disclosed or used improperly, in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484 or by email at [complaints@tigta.treas.gov](mailto:complaints@tigta.treas.gov).

#### Consent Authorization

I hereby authorize CAF Enterprises USA Co. to disclose my tax return information in order to offer the following:

- Financial planning, including insurances and mutual fund products
- Bank products & third-party value-added products (such as electronic refund checks, pre-paid bank cards, standalone audit assurance, and ID theft programs) –
  - required for all bank and third-party products that necessitate information sharing and security

Year	Time Specified	Comments:
_____	One (1) Year (default) or Other (specify period): _____	_____ _____ _____

Taxpayer Signature	Date	PIN (5 digits)
Spouse Signature (if applicable)	Date	PIN (5 digits)

A self-selected 5-digit PIN is used for e-file and signature confirmation. If left blank, a tax professional or software-generated PIN will be used.