**TAX PLANNING ENGAGEMENT LETTER**

Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

**Tax Planning and Projections**

You have asked our firm to assist you with your individual tax planning and projection needs. If applicable, this engagement also extends to the following business entities listed below in which you have an ownership interest:

As part of the tax planning and projection engagement, we will provide you with income tax projections that may include potential tax planning strategies. Our goal is to help you identify opportunities that may be available to you to minimize your tax liability. You are free to follow or to disregard, in whole or in part, any strategies and recommendations we may make. It is our policy to put all advice and recommendations in writing. We believe this is necessary to avoid any confusion and make clear the specific nature of our advice. You should not rely on any advice from our firm that is not documented in written form.

In performing our services, we require your cooperation in providing various types of information and documents concerning your personal financial and tax situation. The appropriateness of our recommendations depends on the reliability of the information you provide to us. We will not audit or otherwise verify the data submitted by you that is used in our calculations and planning; however, we may ask for additional clarification of some information.

The tax planning, projections and advice we offer reflect our professional judgment based on the facts you provide us as well as the tax reform changes as currently stipulated by The Tax Cuts and Jobs Act (“Tax Act”). Subsequent developments changing the facts you have provided to us, or differences in the final rules or regulations once they are issued by the applicable tax authorities, may affect the advice previously provided. These effects may be material.

We are not attorneys or registered investment advisors; therefore, we will not give any legal or investment advice as part of this engagement. At your written request, we will participate in discussions with any professional advisors of your choosing (e.g., attorney, investment broker, etc.) regarding tax planning advice or recommendations. We encourage a coordinated team approach with the input from your other professional advisors. As our engagement is limited in nature, our services will not include the preparation of tax returns or other tax filings that you may be obligated to submit to the taxing authorities or other governmental agencies.

Y**our Responsibilities -** You are responsible for, and shall make, all decisions in connection with the tax planning services provided under this agreement. This responsibility includes making the final decision regarding implementation of a tax planning strategy and/or recommendation.

In addition, you are responsible for providing us with access to all information of which you are aware that is relevant to the tax planning process, such as records, documentation, and other matters, as well as additional information we may request for this engagement. You understand and acknowledge that you are responsible for the accuracy and completeness of the records, documents, explanations, and other information provided to us, including your significant judgments and assumptions regarding income, deductions and credits for the years under analysis.

You will provide any additional information we request from you within 5 days of our request or notify us of the date you intend to respond within a reasonable time-frame.

You acknowledge that you recognize the inherent limitations of this engagement, that there may be subsequent developments changing the facts you have provided to us, and that there may be differences in the final tax reform rules and regulations once they are issued which may be material.

**Other Matters -** Because of the importance of oral and written representations to the effectiveperformance of our services, you release and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by you and your representatives.

Our engagement cannot be relied upon to disclose errors, fraudulent reporting, misappropriation of assets, or illegal acts that may have occurred.

Our fee for these services will be billed at rates commensurate with the complexity of your situation plus out of pocket expenses. Payment for services is due when rendered and interim billing may be submitted as work progresses and expenses are incurred. **We guarantee you will** **save four times our fee in tax savings or penalty reduction by taking the time to do this planning.** For those of you on monthly retainer which covers our planning services there is noadditional cost so just enjoy the tax savings. If we feel you will not see a benefit worth the effort, we will notify you before we begin and charge you nothing.

This process is not a substitute for the tax preparation information we will need next February, or early March so look for the tax organizer coming in January.

**Binding Arbitration** - In the event that a dispute arises at any time between W&A and you thatcannot be resolved through discussion or mediation, you agree to submit to binding arbitration under the commercial arbitration rules of the American Arbitration Association. Neither you nor W&A may claim or receive any amount as punitive, exemplary, or consequential damages. In no event shall W&A liability to you exceed the fees you paid for the services covered by this engagement letter. The arbitrator shall award the winning party in the dispute its reasonable costs, expenses, and attorney fees. The decision of the arbitrator shall be binding on both W&A and you. However, if a claim has been made or is anticipated to be made by a third party relating to these services and that third party does not agree to arbitration, W&A can elect not to arbitrate so that all claims may be decided in one forum.

**Termination of Engagement** - This engagement may be terminated upon written notice byeither party and will terminate at due course when the projections and planning recommendations are delivered to you. Fees for time and expenses incurred to the date of the notice shall be due immediately. The terms of this engagement letter shall survive the termination of this engagement.

Please note we will not accept any new tax projection work after December 1st, so we may all enjoy the holidays.

If the foregoing fairly sets forth your understanding, please sign in the space indicated and return it to our office. We appreciate this opportunity to work with you.

Wilhelm & Associates, Ltd.

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*Taxpayer’s Signature*

*Date*

*Spouse's Signature, if applicable*

*Date*