

Deborah Fleischman CPA PLLC

2020 Individual Tax Return Preparation Agreement

This agreement is to confirm and specify the terms of my engagement with you and to clarify the nature and extent of the services I will provide.

I will prepare your federal income tax return(s) for the tax year 2020 and the applicable, mutually agreed-upon state income tax returns. This engagement pertains only to the 2020 tax year, and my responsibilities do not include preparation of any other tax returns that may be due to any taxing authority. My engagement will be fulfilled upon the completion of the specified returns for you. If you choose not to e-file, you will be solely responsible to file the returns with the appropriate taxing authorities.

Review by Taxing Authorities

Your returns may be selected for review by one or more than one taxing authority. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, I will be available upon your written request to represent you during the examination and/or during any appeal. Any such representation will be the subject of, and governed by, a separate engagement letter and incur additional fees.

Complete & Accurate Returns

I will prepare the returns from information which you will furnish to me. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. I will not audit or otherwise verify the data you submit. Accordingly, my engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and I will inform you of any material errors, fraud, or other illegal acts that may come to my attention.

Timeliness

The timeliness of your cooperation is essential to my ability to complete this engagement. Specifically, I must receive all relevant information from which to prepare your returns within a reasonable period of time prior to the applicable filing deadline. Accordingly, if I do not receive information from you by a reasonable date prior to the filing deadline, it may be necessary for me to pursue an extension of the due date of your returns, and I reserve the right to suspend my services or withdraw from this engagement.

Compliance

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will, among other things, help assure the preparation of proper returns. Furthermore, you are responsible for evaluating the adequacy and results of the services I provide. The law provides various penalties and interest that may be imposed when taxpayers underestimate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalties, are your responsibility, and that I have no responsibility in that regard.

Tax Law Interpretation

I may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. In those instances, I will outline for you each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, I will adopt, on your behalf, the alternative which you select after having considered the information provided by me.

Without disclosure in the return itself of the specific position taken on a given issue, I must have a reasonable belief that the position(s) satisfies the substantial-authority standard and that the position will be held to be the correct position upon examination by taxing authorities. If I do not have that reasonable belief, I must be satisfied that there is at least a reasonable basis for the position, and in such a case, the position must be formally disclosed on Form 8275 or 8275-R, which form would be filed as part of the return. If I do not believe there is a reasonable basis for the position, either the position cannot be taken or I cannot sign the return. In order for me to make these determinations, I must rely on the accuracy and completeness of the relevant information you provide to me, and, in the event I and/or you are assessed penalties due to my reliance on inaccurate, incomplete, or misleading information you supplied to me (with or without your knowledge or intent), you will indemnify me, defend me, and hold me harmless as to those penalties.

Tax Planning

I will also provide you with interim and year-end tax planning services on issues that you specifically bring to my attention in writing within 30 days of your return filing. My ability to provide you with appropriate guidance on such issues will be entirely dependent on the timeliness, accuracy, and completeness of the relevant information bearing on the issue which I will rely on you to provide to me. Although I may orally discuss tax planning issues with you from time to time, such discussions will not constitute advice upon which I intend for you to rely for any purpose. Rather, any advice upon which I intend for you to rely, and upon which you will rely, will be embodied in a written report or correspondence from me to you, and any such writing will supersede any prior oral representations between the parties on the issue.

Fees & Payment

My fees for this engagement are not contingent on the results of my services. Rather, my fees for this engagement will be based on my standard rates, published on my website on the date of your Acceptance. If I provide a fee estimate, you acknowledge that this range is not a limit to the total fees I may charge for my services, and that my fees may exceed that range. However, if I encounter unusual circumstances that would require me to expand the scope of the engagement, and/or if I anticipate my fees to exceed the original estimated range, I will adjust my estimate, and obtain your written approval before continuing with the engagement.

My fees will be billed upon the completion of your returns and prior to e-filing and are payable upon receipt. I reserve the right to suspend my services or to withdraw from this engagement if your payment is deemed delinquent. This may result in the late filing of your returns

If I elect to terminate my services for nonpayment, or for any other reason provided for in this agreement, my engagement will be deemed to have been completed upon written notification of

termination, even if I have not completed your return. You will be obligated to compensate me for all time expended through the date of termination.

Records Retention

You should retain all the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them.

To the extent I accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement.

Email Communications

In connection with this engagement, I may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, I cannot guarantee or warrant that emails from me will be properly delivered and read only by the addressee. Therefore, I specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by me in connection with the performance of this engagement. In that regard, you agree that I shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

For Married Clients Filing Joint Returns

In the case of Married Filing Joint Returns, both parties are considered my client. Each party acknowledges that there is no expectation of privacy from the other concerning my services in connection with this engagement, and I am at liberty to share with either of you, without the prior consent of the other, any and all documents and other information concerning preparation of your returns. You also acknowledge that, unless I am notified otherwise in advance and in writing, I may construe an instruction from either of you to be an instruction on your joint behalf.

Responses to Legal Processes

In the event I am required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information I have obtained and/or prepared during the course of this engagement, you agree to compensate me at my hourly rates, as set forth above, for the time I expend in connection with such response, and to reimburse me for all of my out-of-pocket costs incurred in that regard.

In the event that I am or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate, incomplete, or misleading information that you provide to me during the course of this engagement (with or without your knowledge or intent), you agree to indemnify me, defend me, and hold me harmless as against such obligation.

Dispute Resolution

Any claim or dispute arising from or relating to this Agreement or to this arbitration clause must be resolved by binding arbitration under the rules of the American Arbitration Association (AAA), or if the AAA shall not exist or shall deny to arbitrate the matter, under the rules of JAMS, Inc. (JAMS), or if JAMS shall not exist or shall deny to arbitrate the matter, under the rules of CPR Institute for Dispute Resolution (CPR), or if CPR shall not exist or shall deny to arbitrate the matter, then by an arbitrator chosen pursuant to the N.C. Uniform Arbitration Act, as amended and revised from time to time. In the event that a choice of state law is required or requested by the arbitrator in order to arbitrate any matter under this clause, the parties hereby agree and accept that North Carolina law and the North Carolina Revised Uniform Arbitration Act, as revised and amended, shall prevail. The purpose of this clause is to streamline and simplify the process. These provisions supersede any contrary arbitral rules that might otherwise apply.

Any litigation arising out of this engagement, except actions by me to enforce payment of my professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary.

Liability Limitations & Liquidated Damages

My liability relating to the performance of the services rendered under this letter is limited solely to direct damage sustained by you. In no event shall I be liable for the consequential, special, incidental, or punitive loss, damage, or expense caused to you or to any third party (including without limitation, lost profits, opportunity costs, etc.). Notwithstanding the foregoing, my maximum liability relating to services rendered under this letter (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the fees received by me for this engagement. In the event that I am found to have liability to the Client, Client hereby agrees to accept this amount as liquidated damages. This amount has been set because the parties agree that it is difficult to quantify actual damages that may occur to the Client related to my services rendered and the agreed upon sum bears a reasonable relationship to those anticipated damages. In no event should the Client be entitled to, awarded, or otherwise compensated in excess of this liquidated damages amount. The provisions set forth in this paragraph shall survive the completion of the engagement.

Notwithstanding anything contained herein, both accountant and client agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at Accountant's office located in Wake County, NC, USA, and Wake County, NC, USA, shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of NC.

Amendments

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material

changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Foreign Accounts

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having a value exceeding \$10,000 in a foreign country shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation *and* by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties.

If you and/or your entity have a financial interest in any foreign accounts, you are responsible for providing our firm with all the information necessary to prepare FinCEN Form 114 required by the U.S. Department of the Treasury on or before June 30 of each tax year. If you do not provide me firm with information regarding any interest you may have in a foreign account, I will not be able to prepare any of the required disclosure statements.