

## 2023 1041 Fiduciary Tax Return for Estates and Trusts Engagement Letter

This letter confirms the services you have asked ABLRE TAX to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both ABLRE TAX and you that you understand what you can and cannot expect from our work.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations, or agreements, written or oral, regarding these services. The Internal Revenue Service imposes penalties on taxpayers, and on us as preparers, for failure to observe due care in reporting for income tax returns. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom we prepare tax returns to confirm the following arrangements.

### Tax Preparer Responsibilities

1. We will prepare your 2023 federal and resident state income tax Form 1041 and related schedules from information you furnish to us. Any other required services, forms or actions on our part require a separate engagement letter. In the absence of such, our services will be limited to and governed by the terms of this engagement letter. Our services are not intended to determine whether you have filing requirements in taxing jurisdictions other than the one(s) stated.
2. We will perform a limited amount of bookkeeping and analysis necessary for the preparation of the tax return. We will not audit, review, compile or otherwise verify the data you submit. We may ask you to clarify some information. We will use our professional judgement in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g. tax agencies and courts), we will explain the possible positions that may be taken on your return. We will adopt whatever position you request on your return as long as it is consistent with the codes, regulations and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments.
3. We do not automatically file tax extensions. You must notify us in writing, email or fax if you want us to file an extension.
4. It is our policy to keep records related to this engagement for three years after which they are destroyed. However, we do not keep any original client records. We will return them to you at the completion of the services rendered under this engagement.
5. Tax preparation services conclude upon delivery of the completed income tax return. Fees charged for tax preparation **do not include tax planning or responding to taxing authorities or third parties. These services require a separate engagement and incur additional fees.**
6. Due to privacy laws, we are prohibited from providing confidential information or copies of tax returns to anyone other than you without your specific written authorization. To comply with these regulations, we will provide copies of tax returns to you either via a secure web portal or in paper form.

### Taxpayer Responsibilities

1. You are responsible for providing information required for the preparation of complete and accurate returns, including but not limited to W-2s, 1099s, K1s, 1098s, 1095s, receipts and beneficiary information. All provided forms will be returned to you. It is your responsibility to maintain, in your records, the documentation necessary to support the income/expense data used in the preparation of your tax returns.
2. We must receive your information in a timely manner in order to complete your return. Missing or late information may cause your return to be extended and completed after the initial due date.

3. It is your responsibility to carefully examine and verify that the information in your completed tax returns is true and accurate before signing them. ABLRE TAX is required to e-file returns upon receipt of the signed Form 8879-F and cannot hold signed returns.
4. All invoices are due and payable when the returns are completed. **Fees must be paid before your tax returns are delivered to you or e-filed for you.**
5. US citizens and certain other individuals are required to report worldwide income on their tax returns. In addition, there are reporting requirements for taxpayers who have a financial interest in or signature authority over financial accounts located in a foreign country or with other foreign corporation associations. By your signature below you accept responsibility for informing us of such relationships and agree to provide us with all information necessary to prepare the appropriate form(s). We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

Other Items

1. As a service to you, we may use a secure web portal. Your use of this portal is limited and must comply with our standards of use. Your access to files maintained on the portal will be password protected and limited to 30 days, after which the files will be electronically deleted. We use a 3<sup>rd</sup> party service provider that has established procedures and controls designed to protect client confidentiality and maintain data security. While we use our best efforts to keep communications confidential, you recognize and accept that we have no control over unauthorized interception once they have been sent. You consent to our use of these devices during this engagement.
2. In connection with this engagement, we may communicate with you and others via email. As emails can be intercepted and read, disclosed, or misdelivered, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails. **DO NOT SEND CONFIDENTIAL INFORMATION VIA UNENCRYPTED EMAIL** and do not ask us to do so.
3. In recognition of the relative risks and benefits of this agreement, you agree, to the fullest extent permitted by law, to limit the liability of ABLRE TAX to you for any and all claims, costs and damages of any nature whatsoever not to exceed the total fee for services rendered under this agreement. Both parties agree that there is a one-year limitation period to bring claim against ABLRE TAX for errors and omissions. The one-year period commences upon the date of the tax professional's signature on the tax returns covered by this engagement letter.
4. Notwithstanding anything contained herein, ABLRE TAX and you agree that regardless of where you are domiciled and/or this agreement is physically signed, this Agreement is deemed to have been entered into at the office of ABLRE TAX located in Dane County, WI, USA. Dane County, WI, 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 Wisconsin.

We appreciate the opportunity to serve you. Please sign and date this letter to acknowledge your agreement and acceptance of your responsibilities and the terms of this engagement. It is our policy to initiate services after we receive the executed engagement letter. If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected, and all other provisions remain in full force and effect.

Sincerely,  
 ABLRE TAX Associates

_____ (Signature)	_____ (Date)
Fiduciary	