

TW Accounting & Tax Advisors, LLC
Individual Tax Return Preparation Terms and Conditions

This letter is to confirm and specify the terms of the engagement between TW Accounting & Tax Advisors, LLC, a wholly owned subsidiary of True Wealth Design, LLC, and you. When you provide your tax information to us to prepare your return, file a return prepared by us, or otherwise engage us to prepare your tax return, you acknowledge and agree to the following terms and conditions.

Verification of information:

We will prepare your federal, state and local tax returns based upon information provided by you or by individuals authorized by you. We will not verify the accuracy of the information provided, however, we may need additional documentation or verbal clarification in order to understand and use your information. You represent that the income and expense items you claim on your returns are substantiated by proper documentation. If this engagement is with married clients, we may rely on information or instructions from either party unless such reliance is revoked in writing.

Advocacy, accuracy, and supporting documentation:

You are responsible for the accuracy, completeness, and supporting documentation for the information on your returns. We will act as your advocate and use your information to your best advantage within the boundaries of applicable regulations. Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist.

Additional Services Not Included:

As a practical matter, we may discuss tax planning or other matters during the preparation of your tax returns. However, you need to engage us separately for tax planning or other services.

Timely Filing:

We require that all information be provided to us no less than 30 days prior to the due date of your tax return. If you submit data beyond this date, we may need to extend the due date of your tax return. When an extension to file a return is available it does not include an extension of time for the payment of the tax due. If fully pay your tax obligations by the initial due date, no late filing penalties or interest will be incurred so long as you file by the extended due date. If not fully paid by the initial due date, you may be subject to late filing penalties and interest. Unforeseen circumstances may inhibit our ability to prepare your return timely.

Maintaining copies of supporting documentation:

You are required to maintain copies of all of the supporting documentation for your tax returns. Our files are not complete with regard to all of the supporting documentation for your tax returns. Original copies of documents and information submitted to us by you will be returned to you.

In the event of a tax notice and/or examination by a taxing authority:

We can assist you in the event of a tax notice or examination of your tax returns by a taxing authority. Receiving a tax notice does not mean that we made a mistake in preparing your return. We will charge additional fees for this assistance under a separate services agreement unless we determine the notice is related to our error.

Penalties and interest for errors and omissions:

You may be assessed penalties and interest for errors on and/or lack of supporting documentation for the tax returns. If there is an error on the return that results from incorrect information supplied by you, you are responsible for the payment of any additional taxes that would have been properly due on the original return,

and any interest and penalties charged by the IRS. If we have made an error, other than an error caused by incorrect information you supplied, we will be responsible for payment of penalties at the time of the initial notice.

Liability:

Our liability hereunder for damages, unless caused by our gross negligence or willful misconduct, shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy. For any purpose other than filing with the IRS, state, and local tax authorities, you agree to indemnify and hold us harmless with respect to any and all claims arising from the use of the tax returns regardless of the nature of the claim.

Our fees:

Invoices for services are due upon presentation of the invoice. Full payment is required before we will electronically file your return or release the paper return to you. If you terminate this engagement before completion, no refund will be provided.

For fixed-fee individual tax preparation services, if significant out-of-scope work, as determined by us, is discovered while performing your work, we will invoice you for the as-incurred hourly services at our then-current standard hourly rate for the service or role of the team member providing the service. Late charges may be added to past-due amounts in accordance with state law.

Miscellaneous:

- Mailing your tax return, if not electronically filed, is your responsibility.
- 1 PDF copy of your tax return will be securely provided to you for your files.
- Printed copies of your return(s) are available at an additional cost of \$25 per return. This fee is waived for the 2024 tax year for clients formerly of RKKM CPA.
- It is your responsibility to manage your files and paperwork. Additional requests for returns or related information may be provided at \$25 per return.