



INCOME TAX PREPARATION ENGAGEMENT LETTER

Terms and Conditions. This letter states the terms and conditions by which you (“you,” “client” or “your”) have engaged First Command Tax Services (“We,” “us” or “our”) to provide certain tax return preparation and consulting services. To ensure a clear understanding of the separate responsibilities we and you have in this engagement, we ask all clients for whom returns are prepared or reviewed to confirm the following arrangements.

Services. We will prepare your federal and requested state/local income tax returns based solely on information provided in the Client Tax Organizers and via the tax documents you submit. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. We will provide questionnaires and worksheets to guide you in organizing the information we need to prepare your tax returns. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the returns. Your use of such forms will assist in keeping pertinent information from being overlooked.

Client Responsibilities. Please note that it is your responsibility to ensure that all information necessary to prepare your tax return is included in your tax package. Since the returns will be prepared based on the information you provide, you should closely follow the questionnaires and worksheets in assembling required information. You should retain all the original 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. **As the taxpayer, you have the final responsibility for the income tax return(s) and, therefore, you should review them carefully before you sign them.**

Revisions of Returns. Should a tax return require revision after completion through no fault of Tax Services, revision fees will apply as indicated in the price sheet of the Organizer. Any tax return requiring revision due to a legitimate preparation error will be revised at no charge.

Errors, Misrepresentations, Fraud, Illegal Acts, Theft. First Command Tax Services will not attempt to discover errors, misrepresentations, fraud, illegal acts, or theft. Therefore, we have not included any procedures designed or intended to discover such acts, as we have no responsibility to do so. If you require assistance with this, we can put you in contact with a local CPA who can perform these services for you. We will only render such accounting and bookkeeping assistance as determined to be necessary for preparation of the income tax returns.

Professional Judgment. We will use professional judgment in resolving questions 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 accordance with IRS Circular 230 guidelines (see last page of Engagement Letter).

Standards. The Internal Revenue Code and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a tax return and on the taxpayer. Unless we have a reasonable belief that any tax position in your return will be sustained on its merits due to having substantial authority, a preparer penalty will be imposed on us unless that position has a reasonable basis and is adequately disclosed in the return. And, while we might be able to avoid a preparer penalty by adequately disclosing the return position, you might not have to disclose the position in order to avoid applicable taxpayer penalties. If we determine that we would be subject to a preparer penalty by delivering your return to you, you agree to either adequately disclose that position on your return or change the position to one that would not subject us to penalty. If you do not choose to change your position or adequately disclose so as to eliminate, in our sole opinion, our exposure to the preparer penalty, we, in our sole discretion and at any time, may withdraw from the engagement without completing or delivering tax returns to you. Such withdrawal will complete our engagement, and you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of our withdrawal.

Bartering Transactions, Charitable Contributions, Travel and Phone Expenses, and Business Usage of Autos. You should also know that IRS audit procedures will almost always include questions on bartering transactions and on deductions that require strict documentation such as charitable contributions, travel, and entertainment expenses and expenses for business usage of autos, computers, and cell phones. In preparing your

returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. If you have questions about these issues, please contact us.

Filing Deadline and Extensions. The filing deadline for federal tax returns is April 15th (or the next business day when April 15th falls on a weekend). In order to meet this filing deadline, the information needed to complete the return should be received by us no later than approximately March 5th. Additionally, tax organizers and information received after April 1st must include a copy of the extension (Form 4868) filed with the IRS for the current tax year as applicable. First Command Tax Services will make good faith efforts to file complete tax returns prior to the April 15th deadline. However, individual circumstances may require filing for an extension; **therefore First Command Tax Services cannot guarantee the completion and filing of tax returns before the filing deadline, even if all information is provided prior to March 5th.**

Tax Liability. The client is responsible for the payment of all taxes and penalties due.

Extensions. If necessary, extensions will be prepared by First Command Tax Services. If the tax return and supporting information is received prior to April 1st, and no payment is due or there is no tax, we will prepare and file an extension. In situations where a tax liability exists, we will provide the extension form and amount due for the client's submission and payment to the appropriate tax authority.

Fees. Our fees for these services will be based upon the extent of the tax forms that are required for you to properly file your tax return as noted on the pricing sheet included in the client tax organizer. If a federal, state, or qualified dependent return is requested, but actual preparation determines that there is no filing requirement, a "no filing requirement" fee will apply as indicated in the price sheet of the Organizer. This fee is based upon time spent determining the filing requirement and will be decided by a CPA.

In addition, we are happy to review and comment on a return and relevant schedules that you have prepared. The fees for review and comment of returns not prepared by us, whether or not those returns are required to be filed, are also found in the pricing sheet (see Accounting Fees). All invoices are due and payable upon completion.

If an extension of time to file is required, any tax that may be due with this return must be paid with that extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties when those amounts are actually paid. You are responsible for making all required payments.

Termination of Services and Refunds. If First Command Tax Services begins preparing or completing your return and you then terminate the engagement, you will be invoiced and charged for work completed to that point based on the pricing sheet. This applies to tax returns that have been worked on but not yet shipped to the advisor or client. Tax Services does not provide tax preparation refunds in situations where returns have been prepared, signed by First Command's tax preparer, and shipped to the client or advisor, regardless of whether the return has or has not been filed. Termination prior to filing will result in originals being returned to the client and a copy being retained by Tax Services.

Disclosure of Personal and Tax Information. Tax Services makes all reasonable efforts to maintain the privacy of client personal and tax information. Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege.

Examination of Returns. Your returns may be selected for examination or review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to assist you. If an examination occurs, we will represent you if you so desire; however, these additional services are not included in our fee for preparation of your returns and we will render additional invoices for the time and expenses incurred.

Paragraph Titles. The paragraph titles used in this agreement are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions thereof.

Receipt of Notices from Tax Authorities. Please fax any notice/letter received to our toll-free fax number 877-272-2106. In preparing your returns, we are not responsible for a taxing authority's assessment of underpayment penalties or interest where this action results from erroneous, incomplete, inaccurate, or misrepresented information provided by you to us. We have no ability to audit your information or search for correct data.

