

ENGAGEMENT AGREEMENT

INTRODUCTION

This **Engagement Agreement** is made between you and Tony Novak CPA, doing business as Nantuxent Group:

- confirms in writing the business practices that will lead to our joint success.
- replaces all previous best practice engagement agreements between us unless specifically stated otherwise.
- is the first part of a two-part agreement between us. A second part, called a Work Plan will be sent and agreed separately.
- begins and ends on the dates specified in a Work Plan and states how either of us can end the agreement.
- remains in place if an ending date is not specified in a Work Plan
- applies to all our work together.
- does NOT contain details on a specific Work Plan, tasks, schedule, timing, or fees, and does not bind us to any of these. These details will be agreed will be a separate private communication, usually through email.
- may be modified periodically as industry standards of practice laws evolve, so you will be asked to read and sign again periodically for that reason.

SUMMARY

This is a best-efforts agreement. We know that the work we plan to tackle can be difficult and complex, that changes may occur, that mistakes are anticipated, and that the outcome is not always as originally expected. We will clarify and confirm our Work Plan in writing, in advance and periodically through the engagement. We intend to communicate throughout the engagement. If for any reason the work does not happen as planned, we look for the best logical approach. Neither of us can guarantee future results. Either of us can end this agreement at any time; there are no penalties, refunds, or further consequences for doing so.

CONTENTS

A) Work Process

Definitions

Type of services

Work to be completed

Limitations of our work

Reliance on third party services

Your responsibilities

Privacy and security

Online document handling

Document retention

Paper document handling

Timing of work

Nantuxent Group

Banking services

B) Communications

Goal of communications

Progress update communications

Broadcast communications

Non-secure communications

Secure communications

Optional or required two step verification

Clear communications

C) Fees and Payment

Basis of fee

If the fee is not agreed in advance

Effect of delay or rush

Advance retainer fee payment

Minimum fee

Contingent fees

Two types of payment arrangements: recurring and singular

Recurring monthly fees

Single matters fee

Additional fees

Fees after the end of this engagement

Third party payments and discounts

Payment

D) After End of Engagement

End of engagement

Early cancellation / end of engagement

In case of false e-file confirmation

Post-engagement work and long-term service relationship

Replacement of electronic signature with manual signature

Post engagement questions

Required third-party communications

Re-opening and amending a tax return

Local taxes

In the event of audit

Penalties

E) Miscellaneous Provisions

Use of tax information

Coaching, consulting, advising and attestation

Other advice

Legal advice

Acceptable public behavior policy

Exceptional circumstances

Jurisdiction

Revised 12/21/2024

Nantuxent Group

Electronic format signature
Limited durable power of attorney

A) WORK PROCESS

DEFINITIONS:

“We” and “our” used throughout this agreement refers to Tony Novak, our supervised staff, service providers and contractors.

“You” refers to you and your spouse, if applicable, and any dependent on the tax return or other person who provides tax information. If we are providing business services “You” includes persons that you have authorized to collaborate with us.

“Writing” includes text messages and email communications.

TYPE OF SERVICES: This agreement encompasses one or more of these areas of services:

1. **Bookkeeping and Compliance** includes bookkeeping, payroll, bill payment, tax return preparation, audits, reviews, and financial reporting.
2. **Representation** typically before the IRS or state or local revenue departments to resolve tax and business licensing disputes.
3. **Outsourced CFO** includes obtaining financing, contracting, purchasing, performance-based service, data analytics, bench marking, business advisory, and lean processes.
4. **Strategic Coaching** includes support to help you clarify business and personal financial plans, technology, consulting, advisory, developing financial forecasts, planning acquisitions, sales, mergers, retirement, and succession planning.
5. **Attestation** includes verifying information, preparing third party reports and compilation, review, or audit of financial statements. This work must typically be reviewed by a third party through a system known as CPA peer review.

WORK TO BE COMPLETED: The work to be completed, timing and techniques is listed in the Work Plan, a separate part of this engagement agreement, usually in a separate email.

In addition to the tasks listed in the Work Plan, we will complete the following work as part of this engagement:

1. Read the documents that you provide.
2. Read your financial plan and key financial documents that you provide. If these documents are not available, then we will help you replace or create them.

3. Electronically file the work product documents that were part of this agreement and provide you with evidence of acceptance of the electronic filing, unless paper filing or other arrangements are agreed.
4. Provide you with an electronic copy of all relevant filings through a secure private online document portal. A paper copy is available on request at a standard fee.
5. Communicate with you directly in person, by telephone and email during the engagement.
6. When necessary, occasionally communicate with you to reach agreement about modification of this Work Plan.
7. Retain and securely store copies of records used in the preparation of our work and the resulting work product for at least the period required by law and industry standards.

LIMITATIONS OF OUR WORK: Our work in connection with this engagement does not include any procedures or work not listed above or in the Work Plan. If you have other obligations for other periods of time, in other countries, in other states or tax returns for local governments that are not listed above then we agree that we are not engaged to work on those filings or prepare those documents or filings. We will perform accounting services only as needed to complete the Work Plan. Our work is not designed to discover fraud, deficiencies, or other irregularities, should any exist. If we suspect any irregularities, our responsibility is to notify you, but we are not responsible for investigating or addressing these issues. We will use our judgment in resolving questions where the law is unclear, or where there may be conflicts in the work process or differences between the applicable authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

RELIANCE ON THIRD PARTY SERVICES: We anticipate using various third-party services in our work, for example, internet services, software services, government agency services, and other services. These third-party services may change, be discontinued, contain errors, or incur other problems. We agree that no liability is assumed for third party services. If a change or problems in a third-party service makes it necessary to change our services, we will negotiate and amend our Work Plan.

YOUR RESPONSIBILITIES: You are responsible for providing required documents and other relevant information that may be requested. We will depend on you to provide the information needed to prepare complete and accurate results. We may ask you to clarify some items but will not audit or otherwise verify the data you submit. Review all documents carefully before signing them. We will require a copy of your personal identification each year to meet the government's new identity theft prevention requirements. Also, if you plan to pay or receive funds by electronic transaction, then we need your bank account number and routing number.

PRIVACY AND SECURITY: We follow a privacy and security policy that meets or exceeds industry standards. The policy is available online at <https://southjersey.cpa/privacy/> and is incorporated into our agreement by reference. This policy also explains how we share and control private information when working with a team of service providers. In this case, each many have its own privacy and security policies. If you want an electronic or paper copy of the privacy and security policy, please let me know. You are not required to adhere to any specified privacy and security standard. You may

take the lead in modifying the standard and we may follow your lead. For example, if you ask a question in a public area and we answer, then that changes the level of our communication privacy. You may submit documents via text message, and we may respond to the same text message number with personal tax information.

Protecting your privacy and maintaining security are our highest priorities. This section describes the allowable uses of your name and story while still maintaining your rights.

Use of Client Stories Without Names – Our marketing, publishing, TV, and educational programs are based on client stories presented in a way that the identity of the client cannot be determined. For example, we may say “Today we settled a client’s \$222,000 tax debt for an agreed monthly payment of \$305 to IRS”.

Use of Individual Client Names – We may use individual client names only as necessary to privately confirm a fact, acquaintance, or familiarity related to our work. For example, to verify employment, check a reference, or verify completion of a transaction with a third party, or ownership of an asset. We do not discuss private information without your specific written authorization as expanded in this agreement.

Use of Business Client Names – Unless otherwise agreed, we may use the names of business clients publicly in a manner that is collaborative and supportive of our business. We may also reveal the nature of the service or engagement, if that reference is in a positive context and does not imply any negative connotation. For example, we may say “we are honored to be selected as the controller for ABC Companies” but not “we gave bankruptcy advice to XYZ Company.” You may request that we not use the business name in any general or specific context.

ONLINE DOCUMENT HANDLING: We will provide a private secure online portal as the safest and most reliable way to deliver electronic documents. The preferred and most common electronic document format is PDF. Other communication methods are accepted (including fax, mail, email, text, etc.) however, you assume the additional security risk if you elect to use those less secure methods.

DOCUMENT RETENTION: We will retain and securely store electronic copies of your records that we use for our work and our own workpapers used for your engagement for seven years. Copies of these or paper printouts of these documents are available, either under the engagement if still active, or at an additional fee if the engagement is terminated.

PAPER DOCUMENT HANDLING: We do not anticipate handling your paper documents as part of our work. We usually handle only electronic documents. We are not equipped with paper document handling capabilities or security protocols for paper documents. If we do receive any paper documents or records from you, we agree that:

1. Handling of paper documents will be addressed separately in the Work Plan.
2. No liability is assumed for the handling or return of your documents.

3. Our intent is to return them to you as soon as possible but no assurance is offered for the timing or return of paper documents.
4. We will not return envelopes, blank pages, mailing, stuffers, or advertisements unless you ask for them.
5. If you do not receive paper documents returned promptly from me, it is your responsibility to ask for them as missing documents.
6. We are not responsible for long-term storage of paper documents.

You should store your original paper records, along with all supporting documents and canceled checks or bank records because these items may later be needed to prove accuracy and completeness of a tax return. We recommend that you scan and save electronic copies of all original paper documents as part of an ongoing functional accounting system, and we offer help with setup of this service or “catch up” on this on request. We recommend that you install and use document scanning and storage systems that are available for smartphones. Otherwise, we do not keep copies of original paper documents. If you require paper copies of documents then you authorize our use of a third-party document printer, like a print shop, and accept the security risks that may be associated with paper documents. There is a charge for handing, copying, scanning, and mailing paper copies of documents. If you have not selected to e-file your returns with our office, you will be solely responsible for mailing the tax returns to the appropriate taxing authorities unless we make other written recommendations.

TIMING OF WORK: The timing of this engagement Work Plan is critical. Details on the timing of work are included in the Work Plan part of this agreement. Unless otherwise stated in the Work Plan or this engagement agreement, completion of this work is expected on or before the due date as stated. The work under this engagement starts when the agreement is signed and delivered, and payment of the initial online invoice is received. The timing of completion of work is dependent on the date of delivery of requested information. Delays in receiving information from you and/or third parties like IRS are the primary reasons for a change in timing of work. We will communicate in writing the expected completion of work date, review date and the filing date. We will also communicate any change in the expected dates in writing within 48 hours of any such change. If work is not complete when a filing deadline approaches and other specific communications have not been made about timing and the filing deadline, we have the right but not an obligation to file for an extension of the filing deadline. This engagement ends as described below in section (D) below.

BANKING SERVICES: Some of our work together may involve banking transactions such as collecting payments from customers of donors, bill payment, or payroll and benefit expenses. In some engagements, this is a primary focus of our work. There are three primary options working options, and you may select one or more that best matches your preferences:

1. **Retained bank access:** You retain your same accounts, we do not have any access, and you allow only specific authorized transactions. For example, you may sign an authorization to allow IRS to draft a tax payment from your bank account.

2. **Shared bank access:** You allow us to access banking records either through an accounting system or directly through the online banking system. We use this for accounting, but not for processing transactions except as specifically directed in the Work Plan. For example, linking your bank account to QuickBooks accounting system where we are named as accountant.
3. **Separate linked banking:** The latest and widely preferred method is to add an online bank and link it to your traditional bank accounts. We primarily work and manage online bank accounts and you primarily work with and manage your traditional bank accounts. For example, we open a Green Dot account for collecting invoice payments, making bill payments or payroll expenses and link it to your ordinal primary bank account. This is the default recommendation unless we discuss otherwise.

All banking transaction services we may perform require your explicit approval. *****

B) COMMUNICATIONS

GOAL OF COMMUNICATIONS: Our goal is to minimize the time, stress, and cost over the scope of our engagement while providing the specific information and service that you need on a timely basis. Clear communication, including this engagement agreement, plays an important part in this process. We truly value the trusting relationship implied and will do everything we can to prove that you were wise in making this choice.

PROGRESS UPDATE COMMUNICATIONS: We will provide informal email updates on a weekly basis throughout the engagement. If you do not receive these communications, then it is your responsibility to ask about the status of the engagement. We will use your email address, your phone number for calls and text messages for these non-secure communications.

BROADCAST COMMUNICATIONS: Important non-protected information about changing laws, markets, regulations and technology and other similar information is typically broadcast in three formats: Facebook business page, Web site and email newsletter. We initially enroll you in broadcast email unless you specifically opt out. It is your responsibility to gain a general understanding of these news items that may affect your finances. Please be aware that communications on the online platforms are not private or secure. We will be pleased to discuss any issue in greater depth in a private conversation.

NON-SECURE COMMUNICATIONS: You can reach me with non-secure communications through any of the following: Email: onlineadviser@live.com, Cell/text: 856-237-9199, Postal Mail: P.O. Box 333, Newport NJ 08345, social media: @TonyNovak, or Facebook Messenger: Onlineadviser. Text message is welcome as the fastest, most practical way to ensure that we do not miss any other communication. Please assume that if we do not confirm receipt of your communication on the same day or the next day, then we did not receive it.

SECURE COMMUNICATIONS: Secure communications including secure text messaging and secure document transfer are safely and easily sent through a document portal managed by Verifyle. We will send you an email invitation to use this service. The secure document portal that you create is private, password protected and under your control. You should not presume that this secure portal is a permanent storage facility. This document portal may be removed in the future.

OPTIONAL OR REQUIRED TWO STEP VERIFICATION: Fraud targeting accountants is on the rise. New frauds assisted by artificial intelligence further raise the risks for all of us. These frauds use voice calls, email, and text message systems to impersonate client communications to accountants requesting specific actions. We offer the option of adding an additional communication security tool: a manual two step verification for any action that calls for the release of funds or the release of private information. If you want to use this additional optional security method, please let me know so that we can set it up. We also reserve the right, at our sole discretion, to require two step verification.

COMMUNICATIONS: We agree that clarity of communication is a primary goal in this engagement and that if any part of this engagement agreement is delayed, missing, unclear, or in conflict, then we will discuss this as soon as possible before continuing to avoid misunderstanding. We also agree that if any electronic communication between us is not confirmed as received by the other party within one business day, then we will presume that the communication is not received.

C) FEES AND PAYMENT

BASIS OF FEE: Fees are agreed in writing, in advance, between us in an electronic quotation, invoice, or Work Plan, which becomes part of this agreement by reference. Fees published elsewhere on a Pricing Page are intended as an example only unless otherwise incorporated into our agreement.

IF THE FEE IS NOT AGREED IN ADVANCE: Ideally, all fees would be known and agreed on in advance. In real practice, however, sometimes we do not know the extent of the work, the fee details, or we temporarily lose communication. Also, we may offer to perform a service before a fee is agreed because of a rush in our schedules or because there is a deadline required for the work. In this case we will invoice the normal amount of the fee as listed in the Work Plan or, alternately, a Pricing Page. We will include a note on the invoice that says that fees billed more than that amount agreed in advance are not valid liabilities to you until and unless you approve. In other words, if we do not agree on a fee in advance, then the risk is on us.

EFFECT OF DELAY OR RUSH: If the timing of the Work Plan is changed, for example because there is a delay or obstacle to receiving information or arranging a conversation, then the Work Plan schedule may be changed by necessity and the fee may be increased accordingly. This typically occurs before tax filing deadlines.

ADVANCE RETAINER FEE PAYMENT: Most services require advance payment. This is addressed in the Work Plan. \$2,500 is the most typical retainer but may vary depending on our unique circumstances. In cases where a higher advance payment is requested, it is intended to cover a minimum risk or liability we assume in accepting the engagement and is not an advance payment for services not yet provided.

MINIMUM FEE: We do not anticipate engaging any client for any service where the total combined fee revenue is less than \$1,500.

CONTINGENT FEES: Except in rare cases that would be detailed in our Work Agreement, we are prohibited from and would not consider accepting a fee that is contingent on the outcome of that work.

TWO TYPES OF PAYMENT ARRANGEMENTS: We use two types of fee agreements: automatic recurring ACH bank draft and single invoice. The choice is up to you. However, automatic recurring fees are lower and so if you plan to remain as an ongoing client, there is an intentional advantage to you to use the automatic recurring ACH. In all cases, the fee is stated and agreed in advance. In some cases, all or part of the fee is agreed to be paid in advance prior to scheduling work.

AUTOMATICALLY RECURRING MONTHLY FEE: Most clients use an automatic recurring monthly fee option, effected as an automated banking transaction (ACH), that is designed to result in the lowest overall fee. This is the most common and most popular with small business clients and long-term clients. The amount is simply the expected, anticipated and agreed fees for all services divided by 12 (1/12 the total fee each month). Under this arrangement, you may stop the payment at any time to end the engagement. If you end the automatic fee payment, that ends this engagement unless we agree in writing to continue service under a different arrangement.

SINGLE MATTERS FEE: A “single matter” is defined as a single occurrence work project. This is most suitable for a project defined by a beginning and ending date. The amount of the fee is stated in a separate written agreement and on the invoice.

ADDITIONAL FEES: We may charge other miscellaneous fees:

1. **Paper delivery, electronic delivery, or certified mail fee:** \$30+ if service requires scanning papers, certified mail costs, delivery service costs, secure or unsecure electronic delivery, or a trip to the printer or post office. This fee does not include documents delivered through the secure portal.
2. **Rebilling fee:** \$15 if a fee remains unpaid 15 days after the end of engagement.
3. **Finance charge:** A finance charge of one- and one-half percent (1½) per month, which is an annual percentage rate of eighteen (18) percent, is charged on past due balances.
4. **Collection fee:** Accounts more than 30 days past the due date may be managed by a separate account receivables contractor. If we elect to use a receivables contractor, you agree to pay our collection fees which are 50% of the outstanding balance plus any other

expenses incurred because of the collection process plus court costs, cost of service, and similar fees.

5. **Document Handling** – Negotiated fee. Gathering, assembling and sending documents other than deliverables through the secure portal.

FEES AFTER THE END OF THIS ENGAGEMENT: Fees may include charges for termination, postengagement review and documentation, record retention, copies of records after the end of the engagement, and, if required, required third party communication and review. The advance retainer fee payment may be used as an offset to these final fees.

THIRD PARTY SERVICES, PAYMENTS, AND DISCOUNTS: Our services may include the products and services of third-party companies. We may agree that we will provide, and you will pay for those products and services. If so, we are solely responsible for choosing, negotiating, integrating, and changing these third-party service agreements. We try to negotiate discounts on products and services that we purchase and offer to resell to you and, if possible, we try to receive a commission or referral fee for products and services that we recommend to you. Any discount or payment that we may expect to receive is already considered in the overall pricing of future services that we offer to you. We may also pay a referral fee to a person who refers you to our firm. We will tell you the specific details of the referral fee, or the discount we receive, or the fee that we are paid by a third party and bill you directly, however, we often do not know this in advance of a transaction, so this is disclosed and incorporated into the next practical engagement agreement. For example, QuickBooks offers a discount to businesses if the fee is paid through us. Alternatively, we may agree on an aggregated fee that does not itemize third party costs, so disclosure of specific items is not required.

PAYMENT: Payment is due when we send the invoice; typically, at the beginning of the engagement and before filing of any returns. The invoice is usually sent by email that can be quickly and securely paid online by following the instructions on the invoice. Payment may be made through the secure payment processing system linked to the invoice. Most clients use the “click and pay” feature from the electronic invoice. You may elect to initiate payment through another payment processor of your choice like PayPal or Venmo. Payment may be made from any bank account (using your bank routing number and account number), bank card or credit card for the payment.

D) AFTER END OF ENGAGEMENT

END OF ENGAGEMENT: Unless otherwise agreed by extension of service and ongoing payment agreement, our engagement ends with the completion of tasks listed in the Work Plan part of this engagement agreement. Typically, this is the date of delivery of any completed work product documents to you or our confirmation of electronic filing of your documents with government or efiled tax returns. This is important for tax clients because addressing post-filing questions is not included under this engagement agreement.

EARLY CANCELLATION / END OF ENGAGEMENT: You may end this agreement at any time by giving me written notice. If we encounter unexpected difficulties in completing the tasks anticipated under this agreement, we may opt to end this engagement before the time described above in the “End of Engagement” section by giving you written notice. There may or may not be a reason stated for the early termination and we may recognize that a termination without stated reason is in our collective best interests to avoid further conflict. We may be obligated to disengage before the otherwise planned end of the engagement. In the event of early termination, the fee for the engagement will be reduced to half of the amount described in the “Fee” section above. All work will stop at the point of notice and provisions included in the “Work to be Completed” section above will no longer apply. Both of us acknowledge that these simple provisions in this “Early Cancellation / End of Engagement” section are intended to be used as a previously agreed compromise agreement to resolve a potentially stressful situation in the event of unforeseen circumstances. Fees after the end of the engagement are not liabilities to you until and unless you agree in writing.

IN CASE OF FALSE E-FILE TAX RETURN CONFIRMATION: Sometimes, rarely, we receive confirmation that a tax return filing was accepted electronically, and that confirmation turns out to be incorrect. If our work agreement was expected to terminate upon receipt of confirmation of the electronic filing, and we later find that the confirmation was wrong and a filing must still be completed, then we will reopen the engagement under the same terms and conditions and without additional charge to resubmit the filing. Our obligation does not extend to any additional service or cost of the error, and we will not investigate the cause of the error.

POST-ENGAGEMENT WORK AND LONG-TERM SERVICE RELATIONSHIP: After the end of this engagement and Work Plan, we may open another conversation on other issues or proposed services that may be addressed in other additional Work Plan agreements if payment and other conditions of the earlier engagement agreement were met. However, we have no obligation to offer additional services. You may accept or decline this conversation on additional service topics. This continued service would be based on our success in reaching a new written engagement agreement and Work Plan agreement.

REPLACEMENT OF ELECTRONIC SIGNATURE WITH A MANUAL SIGNATURE: In some cases, we agree to accept an electronic signature and later a third party requests a manual signature. This could be after the end of the engagement. In this case, you agree to provide the manual signature on request.

POST ENGAGEMENT QUESTIONS: Sometimes questions arise after the end of this engagement because of a communication from a tax authority or some other reason. In this case, we may be available upon request to provide additional service. Letters from IRS, state and local tax authorities are common and do not always require the re-engagement of a tax professional. Unless we are precluded for other reasons, we will always agree to read your documents and discuss an issue after the end of the engagement. We will require a new engagement agreement and fee to address some types of questions.

REQUIRED THIRD PARTY COMMUNICATIONS: If we receive a request for your private information from a third party, requested either in written form or as our personal statement in interrogatories, personal appearance, deposition, or other testimony, then we will forward that request to you for instruction. You may consent to that release or deny consent to release your information. If you consent, a new engagement agreement, Work Plan and fee may be required. For this purpose, a lack of response from you or an ambiguous response will have the same effect as a denial of consent to release information. You also have the option of requesting that we engage directly with your attorney, in which case we would follow the attorney's instruction. We will not release information without your consent, or your attorney's instruction, or a determination that we are required to do so by law. If you or your attorney do not authorize us to release information to a third party, and we then incur costs in the process of protecting your private information from release, or in determining the validity of the requirement to release of your private information under the law, then you agree to reimburse us for those costs.

RE-OPENING AND AMENDING THE TAX RETURN: It may become necessary or advisable to respond to a notice or to amend the tax return. In this case, we may be available upon request to provide additional service. The terms of this service and the cost of this service are not covered in this engagement agreement. Please be aware that the cost of amending a tax return can be substantial; sometimes exceeding the cost of the original tax return preparation.

LOCAL TAXES (ESPECIALLY IN PENNSYLVANIA): Unless otherwise agreed, an engagement agreement for tax return preparation includes the calculation and preparation of a local tax return, if applicable, but does not include the filing of a local tax return. In most cases it is easier and more efficient for you to do this yourself. Most clients prefer this method. We are available to offer additional representation services on local tax issues, however, work on a local tax issue after the completion and delivery of the tax return as described here is work after the end of the engagement.

IN THE EVENT OF AUDIT: Your tax returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. Unless otherwise agreed in our Work Plan, the procedures and fees for representing you in an audit are not included in this agreement and no assurance is provided in this agreement that we will be available for representation in an audit. We agree to discuss this with you and consider our options at the time that you first become aware of an audit.

PENALTIES: The law imposes penalties when taxpayers underestimate their tax liability. Please call us if you have concerns about such penalties. Should we encounter instances of unclear fact or tax law, or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks and consequences of each. We will adopt the alternative you select. We do not assume the cost or risk of tax penalties that may be imposed.

E) MISCELLANEOUS PROVISIONS

USE OF TAX INFORMATION: We use tax information in our work of providing other services. Federal law requires that we obtain your consent before disclosing your tax information to a third party, for purposes other than the preparation and filing of your tax returns. You are not required to authorize the use of tax return information to engage our services. Your consent is valid for one year unless specified otherwise. If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at complaints@tigta.treas.gov.

COACHING, CONSULTING, ADVISING AND ATTESTATION: Our Work Plan may specify that some work is “coaching” in contrast to other work that is “advising” or “consulting” or “attestation.” It is important that we recognize the distinction. Each type of service may be subject to different standards. One key difference is that you are responsible for the outcome of your own decisions in a coaching relationship. For example, we may not advise you to take any action that is outside the law, but we may support you in a decision you may reach in a coaching conversation. The responsibility to distinguish between coaching and advice is mine. We will use words like “we advise” or “we cannot advise” when documenting advice and words like “we support” or “we discussed” when documenting coaching.

OTHER ADVICE: During the work of this engagement, we are likely to find other financial matters and accounting topics that we should discuss. We may have a legal or professional requirement to bring these to your attention and so we will do that as required. The outcome of these possible additional discussions and any resulting work stemming from those discussions is not covered in this engagement agreement.

LEGAL SERVICES: Services under this engagement may involve the application of general principles of business law but our services do not include the practice of law. We are not lawyers. We are not offering legal advice. You should consult with your own lawyer for legal advice. We can provide the following services as part of an engagement. These services are not considered unauthorized practice of law in New Jersey:

- 1) Reading your legal documents.
- 2) Sharing sample legal documents and discussing how these samples might be useful.
- 3) Sharing redacted examples of other business’ legal documents and discussing their use.
- 4) Selling legal forms.
- 5) Filling in the blanks on a legal form.
- 6) Apply a general knowledge about the law to a problem arising in our field.
- 7) Employee benefits practice.
- 8) Preparation of business formation documents.
- 9) Tax returns.
- 10) Preparation of documents where we expect to be a principal in the transaction.

- 11) Work under the direction of your attorney or as part of a project work group that includes your attorney.
- 12) Preparing Business Ownership Information filings with FinCEN.

ACCEPTABLE PUBLIC AND ONLINE BEHAVIOR POLICY: We care about the public actions of our clients and believe that clients’ behavior reflects on the reputation of our firm. An Acceptable Public and Online Behavior Policy is published at <https://tonynovak.com/acceptable-behavior-policy/> and incorporated into this agreement. The policy is designed to respect personal rights and freedoms while being clear about potentially controversial issues that may infringe on others’ rights and freedoms.

EXCEPTIONAL CIRCUMSTANCES: Unique circumstances affecting this engagement may be discovered after the signing of this agreement. These may be listed and confirmed separately in writing between us through a Work Plan agreement and are incorporated by reference into the overall agreement.

JURISDICTION: We agree that this agreement is a business contract formed in the State of New Jersey.

ELECTRONIC FORMAT SIGNATURE: To affirm that this agreement correctly summarizes your understanding of the arrangements for our work, we request that you please electronically sign and return our Work Plan email. We agree that an email response from you acknowledging by typing “AGREED/SIGNED (/your name/)” or another form of electronic signature has the same impact as a manual signature. In all other signature requirements related to this engagement we may accept an electronic signature including a text message or email in place of a manual signature based on our agreement here on three preconditions: 1) the communication apparently meets the legal requirements for a digital signature, 2) you sign and retain the original manual signature page, and 3) if we request a manual signature at a later date to confirm the digital signature, you agree to provide it on request.

____ (OPTIONAL) LIMITED DURABLE POWER OF ATTORNEY FOR WORK PLAN ACTIONS: If selected by initials here, we agree that if you are temporarily unavailable to perform the tasks necessary to complete the specific requirements as described and agreed in the Work Plan, then we may, at our option, elect to perform those tasks as required to complete the previously agreed-to Work Plan. This provision is specifically intended to be useful when we lose contact for any reason right before a legal filing deadline. It is also useful when your urgent life circumstances cause you to ask us to “please just handle it”. This is meant as a single use provision and not as an ongoing authorization.

Signed,



Tony Novak CPA

Your electronic signature