

TAX PLANNING ENGAGEMENT LETTER

This Agreement describes the relationship between **BM/Tax Solutions** and _____ (Client), to confirm our understanding of the terms and objectives of our engagement and to clarify the nature and extent of the professional services we will provide and is entered into on _____ (Date).

SCOPE OF ENGAGEMENT AND OBJECTIVE

We will project Client's federal and _____ state income tax for the 20__ tax year (and up to 4 additional tax years as necessary) based upon the information provided. This is an income tax projection prepared solely for your use and is not a financial projection as described in the American Institute of Certified Public Accountants ("AICPA") Statements on Standards for Attestation Engagements. This may include consulting with Client regarding any significant tax related transactions that occurred or may occur in the current tax year or subsequent year(s).

Our tax projections and advice are dependent upon the timeliness, accuracy and completeness of the information and representations that we receive from you, as well as your stated intended use of the tax projections and advice. Therefore, providing us with inaccurate or incomplete information or representations may result in inaccurate findings or inappropriate recommendations, and critical recommendations may not be identified. If information changes during the course of the engagement, you must provide our office with the updated information and representations on a timely basis, as the change in information may affect our advice. In addition, changes in laws, regulations and interpretations following the completion of the engagement may result in a variance between our estimate and the actual amounts. Any significant representations made to us by you or incomplete information could cause material differences in our projections.

We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

This engagement is limited to the professional services outlined above.

ENGAGEMENT APPROACH

- We may request year-to-date income, expenses and other relevant information.
- We may project year-end income, expenses and other relevant information by annualizing the provided amounts.
- Based upon discussions with and information provided by you, we may adjust the projected information, as appropriate. For example, it would generally not be appropriate to annualize property taxes that have been already paid. Similarly, wages may require adjustment for an anticipated year-end bonus.

- We rely upon applicable tax law at the time we perform our analysis without consideration of anticipated changes to the tax law, even if those changes appear likely to occur.

DELIVERABLES

At the conclusion of our engagement we will generally provide you with our findings in a letter format. If applicable we may provide you with printed output from our tax planning software or a spreadsheet.

The deliverable(s) presented as part of this engagement are for internal use only and are not to be distributed externally to third parties, in whole or in part, or used for any other purpose. You agree to indemnify and hold us harmless with respect to any and all claims arising from the use of these projections by third parties regardless of the nature of the claim, including negligence of any party.

Our tax projections and advice are based upon tax reference materials, facts, assumptions, and representations that are subject to change. Tax reference materials include but are not limited to the Internal Revenue Code ("IRC"), regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and court decisions. We will not update our advice after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations. To the extent we provide written advice concerning federal tax matters, we will follow the guidance contained in U.S. Treasury Department Circular 230, §10.37, Requirements for Written Advice.

If the tax law changes after the conclusion of the engagement we may be available to update our projections and advice as a separate engagement. If you ask us to update our projections or advice, we will confirm this representation in a separate engagement letter.

If for any reason we are unable to complete the engagement, we will not issue the deliverable(s).

FIRM RESPONSIBILITIES

We will perform our services in accordance with the AICPA Code of Professional Conduct, Statements on Standards for Tax Services and Statement on Standards for Consulting Services. These services are not considered personal financial planning services because we do not consider ourselves to be personal financial planners. As such, the personal financial planning standards do not apply.

It is our duty to perform services with the same standard of care that a reasonable income tax preparer would exercise in this type of engagement. It is your responsibility to safeguard your assets and maintain accurate records pertaining to transactions. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.

ARGUABLE POSITIONS

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided there is sufficient support for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the tax reference materials. If the IRS, state or local tax authorities later contest the position taken, additional tax, penalties, and interest may be assessed. We assume no liability, and you hereby release us from any liability including but not limited to, additional tax, penalties, interest, and related professional fees.]

CLIENT RESPONSIBILITIES

You agree to provide us with complete copies of previously filed tax returns, supporting schedules and any other records or information that we may request, either at the inception or during the course of the engagement.

State and local filing obligations

You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you of this responsibility in writing and ask you to contact us. If you ask us to prepare these returns, we will confirm this representation in a separate engagement letter.

U.S. filing obligations related to foreign financial assets

As part of your filing obligations, you are required to report the maximum value of specified foreign financial assets, which include financial accounts with foreign institutions and certain other foreign non-account investment assets that exceed certain thresholds. You are responsible for informing us of all foreign assets, so we may properly advise you regarding your filing obligations.

These assets include any ownership interests you directly or indirectly hold in businesses located in a foreign country, and any assets or financial accounts located in a foreign country over which you have signature authority. Based upon the information you provide this information will be used to calculate any applicable foreign tax credits. We will also use this data to inform you of any additional filing requirements, which may include Form 8938, Statement of Specified Foreign Assets, and FinCEN Form 114, Report of Foreign Bank and Financial Accounts ("FBAR"). Failure to file required forms can result in the imposition of both civil and criminal penalties, which may be significant. The FBAR is not a tax return and its preparation is not within the scope of this engagement. If you ask us to prepare the FBAR, we will confirm this representation in a separate engagement letter.

Ultimate responsibility

You have final responsibility for your tax projection services. We will provide you with a copy of the deliverables for review prior to finalization. You agree to review and examine them carefully for accuracy and completeness. You are solely responsible for implementation of any strategies discussed in the deliverables.

TIMING OF THE ENGAGEMENT

Our engagement shall commence upon receipt of this executed Agreement. Our services will conclude after one of the following events has occurred:

- transmission of the deliverable(s) as identified above,
- notice to you that no deliverable(s) will be provided,
- written notification by either party that the engagement is terminated, or
- one year from the execution date of this Agreement.

PROFESSIONAL FEES

Our professional fee for the services outlined above will be based upon the complexity of the work to be performed, our professional time to complete the work, and the value we generate for you. Additionally, this fee is dependent on the availability, quality, and completeness of your records. All invoices are due and payable upon presentation.

OTHER TERMS

Our firm is bound by professional standards of confidentiality that are even more stringent than those required by law. In rendering professional services, we may store your personal information

electronically and we may communicate electronically by facsimile transmission or by transmitting such data over the internet, utilizing electronic mail or computer software designed for this purpose. Such personal information and any communications may include information

that is confidential to you. Our firm employs measures in the use of electronic and computer technology designed to protect client confidentiality and maintain data security.

While we will use our best efforts to keep such data storage and communications secure in accordance with our obligations under applicable laws and professional standards, we have no control over the unauthorized interception of this data once it has been transmitted outside of our firm. By signing this letter, you consent to the use of any related technology that we deem necessary to facilitate our services to you.

In the interest of maintaining service quality and timelines in meeting your professional service needs, we may use third party service and/or software providers to assist us in the preparation of your income tax returns and forms. Any such provider will have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid preparer of your income tax returns and forms, our firm remains responsible for exercising reasonable care in preparing these returns and forms, and the returns and forms will be subjected to our firm's normal quality control procedures. California law requires our firm to obtain your written permission to disclose confidential information to outside third parties. By signing this engagement letter, you are acknowledging that you consent to this arrangement.

You agree to hold Allworth Tax Solutions and its partners, heirs, executors, personal representatives, successors, and assigns harmless from any and all claims which arise from knowing representations to Allworth Tax Solutions by you, or the intentional withholding or concealment of information from Allworth Tax Solutions by you. You also agree to indemnify Allworth Tax Solutions for any and all claims made against Allworth Tax Solutions by third parties which arise from any of these actions by you.

ARBITRATION

the event litigation arising out of or relating to our professional services is initiated by either party, including without limitation claims of negligence or malpractice by us, it is agreed that the responding party shall have the option to refer the entire dispute to binding arbitration under California law. The responding party may elect binding arbitration by filing a petition to compel arbitration at any time within ninety (90) days of the filing of the responding party's answer. Judgment upon the arbitration award may be entered in any court having jurisdiction. You and we shall have the right of discovery provided under Code of Civil Procedure Section 1283.05. By freely and voluntarily agreeing to this binding arbitration provision, you and we are giving up, among other things, all rights you and we may have to a jury or court trial and further acknowledge that either may be compelled to arbitrate under California law. We appreciate the opportunity to be of service to you. If the foregoing correctly sets forth your understanding of our engagement please sign and date in the space below and return it to our office. For your convenience you may scan/email or fax us your signed copy. It is our policy to initiate services after we receive this signed agreement form from you.

The above agreement in its entirety including the scope of engagement and responsibilities and arbitration clause is understood and accepted by:

[TAX PAYER'S SIGNATURE]

[PRINTED NAME]

[DATE]

[TAX PAYER'S SIGNATURE]

[PRINTED NAME]

[DATE]