

ENGAGEMENT AGREEMENT

Thank you for trusting us with your tax, accounting, and business management needs. We value our relationship and hope to work together for many years to come. This agreement will outline and clarify the expectations we have of each other.

Our primary service is tax preparation which includes a free review of your previous year’s return, one free state and free e-filing of your return when possible. We also provide basic bookkeeping services to compile your data into a tax acceptable format, and up to 15 minutes of phone support. Should additional bookkeeping, consultation or data assembly be required we would be happy to provide these services at our normal hourly rate.

We occasionally assist with the creation of a new entity which will provide everything you need to create a bank account and start transacting business. This includes filing generic articles with the State and obtaining employer and sales tax ID numbers where applicable.

When working with your data, we work to insure the strictest standards of confidentiality. Where possible, we will invoke accountant-client privilege, meaning that we will not divulge any of your information to an outside party without your permission. To better serve you, we offer several services through outside contractors including payroll administration, insurance & retirement planning, QuickBooks training and bookkeeping. We may share information with these parties as needed unless you direct us otherwise. We do not charge additional for these services although we may be compensated for the referral. Also, apart from sharing office space, we are NOT directly affiliated with Raymond James Financial or any other company.

In certain cases, we may be required to use professional judgment in resolving matters where the law is unclear. We will resolve such questions in your favor whenever possible, but please remember that the law provides penalties for understating tax liability and you will bear the final responsibility for the accuracy of your filings.

Payment is due when services are complete. In audit or representation cases, a retainer will be required for one half of the expected fee. Nonpayment of our fee will constitute a breach of this engagement and shall warrant stoppage of all work, including the filing of returns until the nonpayment is remedied. We shall not be liable for any damages that occur as a result of nonpayment. Past due balances may be subject to interest at the rate of 1½ % per month (18% APR) pre and post judgment and collection costs up to 50% of the balance due.

If any dispute, claim or disagreement arises from this agreement or breach thereof, the parties agree to use their best efforts to settle the dispute. Otherwise, such dispute, claim or controversy may at our sole option be turned over to an outside collection agency. In case of legal action for the collection of amounts due under the Agreement, you agree to pay all attorney’s fees and court costs incurred by us if we prevail. The parties agree that jurisdiction shall be in Utah and venue shall be in St George, UT in case of such action.

Again, we thank you for your patronage and invite you to call our office for clarification of these or any other issues at (435) 674-9754. We are proud to be among the most qualified tax advisors in the area, and we recognize that our real success comes only when you succeed. To that end we will work together!

Sincerely,

* The Tax Company

By signing below, you agree to be bound by the terms of this letter.

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Signature Signature Date