

January 15, 2020

Dear Client:

TAX SERVICES AGREEMENT

Thank you for choosing Sherwood Tax, LLC to assist you with your 2019 taxes. We are looking forward to working with you. The tax services covered by this agreement will include the preparation of your 2019 income tax returns and any year-end tax planning, extensions, and quarterly estimate work that may be required. This engagement letter summarizes our agreement as to the scope of the tax services that Sherwood Tax, LLC will provide to you for the 2019 tax year.

ACTION SUMMARY

1. Please sign and date this Agreement where indicated
2. Return this Agreement to us as soon as possible, but no later than February 15, 2020

To allow adequate time for us to give your return the attention it deserves, we would like to receive your information and signed copy of this Agreement as soon as possible. We cannot begin preparation of your returns until we receive this Agreement signed by you.

For security purposes, we would prefer to receive your information electronically via our secure portal. In order to continue to provide our clients with the top level of security, we have chosen a new portal provider that works seamlessly with our tax software. The portal provider we have chosen to move forward with is SmartVault. In order to access this portal, you will receive an invitation via e-mail. Please see the enclosed sheet for additional details on what to expect. **All of your important tax documents will be delivered and stored using SmartVault this year, including your 2019 tax organizer.**

If you are unable to provide documents electronically using the portal mentioned above and wish to send paper documents to our office, please provide us copies, rather than originals of your information in the event there is a loss with the post office or delivery service. If you do send paper documents, we will store them securely until the end of the engagement. If you would like these documents returned upon the completion of your tax return, please pick them up when your return is completed. We will store paper documents for 60 days after the completion of the return, and then we will destroy the paper copies. You should, however, retain as part of your permanent records, all pertinent documents, canceled checks and other data to support the information you provide as it relates to any income and deductions reported on your tax return. These items may be necessary to prove the accuracy and completeness of the returns to a taxing authority. We will retain electronic copies of all of our workpapers and documents for seven years.

If we do not receive complete information from you by **March 16, 2020**, you understand that we will have discretion to extend your returns. In addition, any missing information may necessitate using an estimate to determine any extension payments that may be due. The law imposes penalties when taxpayers underestimate their tax liability. Please call us if you have concerns about such penalties.

Preparation of Tax Returns

We will prepare your federal and resident state income tax returns for the above referenced tax year based on the information you provide. We will also prepare any nonresident state returns, local returns and foreign bank reports which were prepared for you last year, unless instructed or agreed to otherwise. If there are additional filings required, please advise us in writing as soon as possible.

We will preform accounting services only as needed to prepare your tax returns. It is your responsibility to provide all of the information required for the preparation of complete and accurate tax returns. Our work will not include procedures to find defalcations or other irregularities. Accordingly, our engagement should not be relied upon to disclose errors, fraud or other illegal acts, though it may be necessary for you to clarify some of the information you submit. We will, of course, inform you of any material errors, fraud or other illegal acts we may discover during the preparation of your tax return.

Should we encounter instances of unclear 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 alternative. We will ultimately adopt, on your behalf, the alternative you select.

You agree to file the tax returns as prepared by Sherwood Tax, LLC without any modifications. If modifications must be made to the tax returns prior to filing, you agree to obtain our written approval in advance.

Tax Cuts and Jobs Act Tax Reform and Related Fees

While the tax reform package enacted at the end of 2017 provided significant tax reduction opportunities for many taxpayers, it came with significant increases in complexity in required returns and information reporting. In order to obtain the benefits of the tax reform, our time and related fees may increase. Many are by now familiar with new section 199A, enacted effective for calendar 2019 (or other tax years beginning after 12/31/2017). This provision allows owners of interests in: sole proprietorships, trusts, partnerships and S corporations, to deduct 20 percent of the "qualified business income" they earn, subject to a variety of limitations. While the concept might appear simple, the statute and related regulations are unfortunately complex. We will work with you to obtain information in the most efficient manner practical, but in order to obtain the potentially significant benefits of this provision, significant time will be required. Please reach out to the undersigned if you have any questions in the meantime.

Fees for Tax Preparation Services

When requested, we can provide an upfront quote for the fee to prepare your tax return. We will send an invoice for the preparation of your tax return upon completion of the return. Invoices are due and payable when your tax return is complete. Once payment is made, we will move forward and e-file your tax return.

Our fee for the tax services noted above will be based on the time incurred by the professionals and support staff assigned to the project at their normal hourly rates, as well as charges for computer processing services and any other out-of-pocket costs.

We reserve the right to suspend our services, withhold delivery of any deliverables, or withdraw from this engagement entirely if any invoice payment is delinquent. If any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

In the event that our work is suspended or terminated as a result of non-payment or late payment, you agree that Sherwood Tax, LLC will not be responsible for your failure to meet government and other filing deadlines, nor for any increased tax, penalties or interest that may be assessed against you resulting from your failure to meet said deadlines or undertake proper planning.

In the event you request us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against you for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur. Such fees or expenses are not included in the fees or fee estimates noted above.

Other Tax Services and Related Fees

The Agreement is limited by its terms to the tax services noted above. Any research or consulting on any significant tax matter should be documented by a separate engagement letter entered into between you and Sherwood Tax, LLC. However, should any additional research or consulting be performed by Sherwood Tax, LLC at your request without a separate engagement letter, you agree that such services will be covered by this Agreement. You also agree that the fees for these additional tax research or consulting services will be at Sherwood Tax, LLC's current hourly rates for the personnel completing such services, unless otherwise agreed to by both parties in writing. All payment and interest obligations will be the same as for the services noted above.

E-Mail Communication

In connection with this engagement, you agree that Sherwood Tax, LLC may communicate regarding your tax matters with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted

by us in connection with services rendered under this Agreement. In that regard, you agree that Sherwood Tax, LLC shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

If you wish that Sherwood Tax, LLC not communicate with you or others via e-mail in connection with services rendered under this Agreement, we request that you advise the undersigned accordingly **in writing**.

Digital File Transfer and Online Portal

You agree to maintain the strict confidentiality of access of the Portal and its data to you and your authorized users. You shall assure that any protected data, which comes into your possession through the use of the Portal, is not transmitted to any unauthorized person. Using the Portal requires the use of a unique user name and password for each authorized user that is granted access to the Portal. The confidentiality of your user passwords and account information is your responsibility. You agree to notify Sherwood Tax, LLC immediately of any unauthorized use of your Portal or if we need to revoke access for any of your users, or any other suspected breach of security.

Extensions of Time to File

In the event of unresolved tax issues or if we do not receive all of the necessary information on a timely basis, it may become necessary to apply for an extension of the filing deadline. Extensions are routinely required when we do not receive information needed to prepare a complete and accurate return on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations. The extension is only for additional time to file your returns, it does not extend the deadline to pay your tax liability.

Record Retention

We want you to be aware of our record retention policy with respect to your tax return files and related documentation. Based on our present policies, we will maintain this information either in hard copy or electronic format for a period of seven years, after which it will be destroyed. We may modify our record retention policies from time-to-time in accordance with our professional obligations. It is, therefore, important for you to keep the copies of tax returns and related supporting data in your files.

Availability of Records

You agree that all records, documentation and information that we request in connection with the preparation of the federal and state tax returns will be made available to us.

In the Event of an Inquiry

All tax returns are subject to review by taxing authorities. We suggest that you contact us for assistance if you receive a letter of inquiry or notice of tax audit from the taxing authorities. If your tax return is selected for examination or audit, you may request that we assist you in responding to such inquiry. See the section above titled "Other Services and Related Fees" for provisions that would relate to these additional inquiry services.

Our Working Methods

We will use our best efforts in resolving questions relating to the preparation of your returns for the year ended December 31, 2019, where the tax law is unclear, or where there may be conflicts between the various taxing authorities' interpretations of the law. Any significant issues would be discussed with you and likely would require additional work on our part to establish a basis for a filing position. We are a tax advocate for you and will seek to resolve areas of dispute in your favor where possible and consistent with AICPA and IRS professional practice standards. In some instances, the law will require specific disclosure of a position taken on your return where there is substantial dispute regarding the level of authority for the position.

The law provides various penalties when taxpayers understate their tax liability. If you would like information on the amount or circumstances of these penalties, please contact us. You are ultimately responsible for any filing position taken in a return.

If we conclude that Form 8275 or 8275-R disclosure is appropriate in order to minimize risk of penalties associated with understatement of tax and the return is filed with such disclosure, you agree to hold Sherwood Tax, LLC harmless with respect to any and all actual and consequential damages (including but not limited to taxes, penalties, interest and attorneys' fees and costs) you may incur as a result of including such disclosures in your filed tax returns.

Dispute Resolution

All parties to this Agreement agree that any dispute arising under this Agreement will be governed entirely by the "Dispute Resolution Agreement". In no event shall Sherwood Tax, LLC's liability for claims, damages and costs alleged to have been incurred by you arising from or related to this Agreement exceed the total amount of fees paid by you to Sherwood Tax, LLC for services rendered pursuant to this agreement. Sherwood Tax, LLC shall not be liable to you for indirect, special, incidental punitive or consequential damages or the loss of anticipated revenue, profits or other economic loss. Please contact us if you would like a complete copy of this agreement.

Entering into Agreement

If the services and terms described in this letter and set forth in the attached Dispute Resolution Agreement are acceptable to you, please sign a copy of this letter in the space provided and return it to us via e-mail, portal or US mail. We will also be sending a copy of the Engagement letter via DocuSign, should you prefer to sign the agreement electronically.

We look forward to working with and being of service to you. Please call if you have questions about any aspect of this Agreement, or if we can be of additional service.

Very truly yours,

Sherwood Tax, LLC

Client Acceptance:

Print Taxpayer's Name: _____ Taxpayers's Signature: _____

Print Spouse's Name: _____ Spouse's Signature: _____

Date: _____

Please check the appropriate box below regarding whether you had a financial interest in, signature authority over or any other authority over any foreign financial account (including bank accounts, securities/investments accounts, or any other financial account) during calendar year 2019:

YES, I/We do have accounts subject to this reporting requirement

NO, I/We do not have any accounts subject to this reporting requirement

Please check the appropriate box below regarding whether, in 2019, you had any foreign financial assets not held by a financial institution, including an interest in any of the following:

- A foreign entity, or stock issued by a foreign entity
- A financial contract with a non US-person, or securities issued by a non-US person
- A foreign trust or estate
- Foreign assets that are owned by a single-member LLC
- A foreign pension or deferred compensation plan

YES, I/We do have accounts subject to this reporting requirement

NO, I/We do not have any accounts subject to this reporting requirement