

Patrick & Raines



Client Policies

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Patrick & Raines

2020 Client Statement of Policies

Our engagement with each client is important to us and it is our intention to provide clear policies to you so that we have no misunderstandings about the expectations regarding our professional services. We are available to discuss this policy statement or any other professional services that we provide. This document is intended to be the master document for our firm, addressing items pertaining to individuals as well as all entities. Please contact us if you have questions about the relevancy of any item to your situation.

Tax Return Preparation Services Policy

Each of us has responsibilities in the preparation of your tax return. For simplicity the balance of this document will use the singular form of return to refer to the plural form as well, if applicable.

Our responsibilities

We will:

1. Prepare your 2019 (and all years prior prepared during 2020) federal, state, and local income tax (including tangible personal property) returns with supporting schedules from information that you will furnish to us. Note that we cannot be responsible for the correctness of the information you provide. You represent that all information you are supplying is accurate and complete to the best of your knowledge.
2. Submit your return by electronic means whenever possible, as required by the appropriate taxing authorities.
3. Perform any bookkeeping, analysis, or adjustments necessary for preparation of the income tax return that you have elected not to perform before providing your data to us. Additional fees may apply.
4. Comply with all state and federal laws for tax preparation, as well as the standards of any professional associations of which we are members.
5. 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. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.
6. We will not audit or otherwise confirm the information that you submit; however, we may ask for clarifications or acknowledge that some data may not appear to be reasonable or accurate.

Our tax return engagement:

1. Does not include any procedures designed to discover defalcations or other irregularities, if any.
2. Cannot be relied upon to disclose errors, fraud, or illegal acts.
3. Calls for us to:
 - a. Inform at least one affected taxpayer and/or an appropriate level of management of any material errors and any evidence or information that comes to our attention that fraud may have occurred during the performance of our services.
 - b. Inform you of any evidence or information that comes to our attention during any of our engagements regarding illegal acts that may have occurred, unless clearly inconsequential.
4. Places no responsibility on us to identify or communicate deficiencies in your internal control environment or detect fraud as part of this engagement.

Every tax return carries distinct requirements. If:

1. We encounter a transaction which requires additional research or consultation as to its proper disclosure on your tax return, and we see that work is beyond the scope of our standard fee schedule, then we will inform you of the extent of such services.
2. That work is expected to be more than 10% above the current year standard fee, amounts otherwise

agreed to in any engagement letter, or 110% of the fee that you were charged last year (whichever is higher), a projected additional fee will be shared with you prior to our performance of that extra work.

3. During our work we discover information that affects a prior-year tax return, we will make you aware of that fact. However, we cannot be responsible for identifying every item that may affect a prior-year return. If you become aware of such information at any time, please contact us to discuss the best resolution of the issue. We are happy to prepare an appropriate amended return as a separate engagement.

We cannot be responsible for the delay in receipt of your data sources which may pass our deadlines.

Your responsibilities

You are responsible for:

1. Providing all information required for the preparation of complete and accurate returns as soon as possible, whether following an organizer or not, including sufficient documents needed to interpret sources and amounts of income or deductions, including the basis and purchase dates of assets sold.
2. Proper recording of transactions in your books, the safeguarding of assets, and the substantial accuracy of the financial records.
3. Full, accurate and timely disclosure to us of all relevant facts affecting the return. This disclosure will include changes such as address, email address, phone numbers, employment, business activity, ownership, marital status, dependents or location.
4. Obtaining all documents necessary for the preparation of your return and supplying them to us timely for our use in the preparation of your return.
5. Maintaining sufficient documentation to support the information reported on your return until the statute of limitations has passed for each return.
6. Signing and timely returning the requested Internal Revenue Service (IRS) Form 8879, 8878, 8453 (or equivalent) to us prior to the filing deadline. We cannot efile your return without your executed form. If you are filing jointly both spouses must sign.
7. **The final income tax return being filed and, therefore, you and any other signers of your return should review it carefully before the signing and filing.**
8. **Any accuracy related, late filing or late payment penalties and interest, not related to our performance.**

Business Returns

You are responsible for:

1. Business returns are required to have a set of books, or a systematic record keeping system, to support their return. We prefer all transactions be summarized to ensure the accuracy of reported amounts and to minimize your fee. If you do not provide records in a form which meets that requirement, we will assume that you want us to prepare books for you and that will become part of your accounting for this tax year. We may decline to perform that function should it not be cost effective.
2. Management decisions and performing all management functions, and for designating an individual who possesses suitable skill, knowledge, or experience to oversee the tax services that we provide.
3. Evaluating the adequacy and results of the tax services performed and accepting responsibility for such services.

Electronic Filing of Returns – Except in unusual circumstances, the IRS and most state and local agencies require that all current year income tax returns prepared by our firm be filed electronically. Thus, it is imperative that we have the correct full name of each taxpayer as it is registered with the Social Security Administration, as well as that of each of your dependents, or taxpayer identification number where applicable.

If one of your dependents may potentially be claimed by another taxpayer, including on their own return, you are responsible to see that those conflicts are resolved. If you have been the victim of identity theft, we will need your IP PIN issued annually by the IRS to file your return. We will make reasonable effort to efile all state and local returns as well. A surcharge may apply if you request paper filing of your returns, to cover the additional forms and paper processing, and we are not obligated to comply with your request.

Records Retention

1. You are responsible for the retention of all documents, copies of payments, bank statements, credit card statements, original invoices, deposit advice and receipts, plus any other data, or their images, supporting the source of amounts included on your tax return for a **minimum of three years from the filing date** of your return. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. Recognize that many financial institutions do not provide access to your account history for the entire period of the statute of limitations, so make arrangements for securing your documents in another manner. It may be necessary to retain records for longer periods if they will affect future years' filings.
2. Please see our [Document Retention](#) policy for further details.

Post filing compliance procedures

From time to time clients receive notices by mail of changes to their returns, requests for additional information, or a notice of selection for review or examination from taxing authorities. Additionally, clients sometimes request that we follow up on the status of a return or refund for their own benefit.

Should any notices be received, please provide us with complete copies (all pages) of any related correspondence as soon as possible. We will review any information that you provide and either:

- Respond to the Internal Revenue Service, or other taxing authority, as appropriate, or
- Advise you how to respond.

When possible, we will handle the matter either by mail or electronically. To do so, we generally need an executed Power of Attorney, on an applicable IRS form or state equivalent. Our initial response to the IRS or other taxing authority, or to your request to follow up, will be without charge, as long as you timely provide the additional supporting documentation needed to resolve the issue, and it is related to a return which we prepared.

If our research reveals an error on our part we will resolve it without charging a fee. If the notice reflects a change due to data that is new to us, or if additional correspondence or research is required to resolve the matter, any subsequent representation will be billed at our standard rates unless you have purchased "Notice Protection" service (see below). *Note that we must have an executed power of attorney on file for any examining agency to discuss your filings with us.* We will prepare the required forms should they become necessary.

In the event of a governmental tax examination, we will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred. We may require a retainer for this service, and will inform you of the amount if determined necessary.

Notice Protection Service is offered for current year 1040 and 1041 returns which we prepared. For a fee of \$150, payable with your executed and returned 8879 or equivalent filing form, clients purchasing this service will receive assurance that all responses to notices from the IRS or state taxing authorities will be without charge. All outstanding balances must be paid prior to our commencement of this work. **Note that this service only covers response to notices; we expect your prompt cooperation in collecting data required for a response consultation. Representation to defend your return, in the event of an examination, is not included in the fee.**

Amended returns

Amended returns will be prepared whenever necessary, whether by discovery or by notice from the IRS. There will be no charge for preparation if the amendment is due to our oversight. Where an amendment is due to retroactive law changes, we will discuss it with you in advance, including what the expected fee will be to prepare the amendment. If the amendment is due to new information received late or changed subsequent to our delivery of the return, then we will charge only for the preparation time for the amended documents.

Individual amended returns cannot be filed electronically, although business returns generally can.

State and local income tax returns

Where we see the filing of a state return is appropriate, we generally proceed with that related preparation as well, unless you notify us in advance that you will assume the responsibility for that filing requirement. We realize that filing of returns in state and local jurisdictions can be tedious and expensive, and these agencies have become increasingly diligent in seeing that their returns are filed. Where we see limited tax is due for a particular state, we will defer to your judgment as to whether that return will be filed. We cannot be responsible for any failure to file or pay any state or local income tax where you decide not to file in any taxing jurisdiction in any particular year, or for any failure to register in advance with any jurisdiction for any reporting requirements. Filing state returns is not an incidental matter, as each state has its own variation of federal taxable income, so we must bill an appropriate additional amount for these returns.

Transfer of Records

To minimize the likelihood of identity theft and transfer of viruses we encourage you to send all electronic documents securely by email or through a portal whenever possible. **See our policy on [Electronic Transmission of Client Data](#)**. We will provide access to an encrypted portal if you wish, or, if you will only be sending documents occasionally, we can provide a secure link to use with your email available for a limited duration. Let us know whenever you have a need. The portal is not designed for the long term storage of documents, as they are subject to purging by our vendor.

QuickBooks Records

Patrick & Raines only actively supports the most recent three (3) years' editions of QuickBooks in recognition of their similar policy. If you have older files they will be rolled forward to a current version, where practical, which will prevent our returning a portable or accountant's copy to you. There may be an additional fee to make them accessible to us in a current version. We can still provide you with a list of adjustments to make in your system, rather than electronically with current editions.

Fee Policy

We recognize the importance of knowing what our services will cost, and when requested and where possible we will provide either a fixed fee or an estimated range of the fees you can expect for the services you request. Tax return only engagements are generally invoiced when completed and payment is due upon receipt.

Engagements which include reporting on financial statements or additional agreed upon services throughout the year are documented with an engagement letter which defines the scope, fees and payment terms of our work. Occasionally requested services including, but not limited to, consultation (which may be via telephone, video conference, email, or in person) and the formation of new entities, will be billed per occurrence at either an agreed upon fixed fee or based on our standard hourly rates.

For most engagements beyond a typical tax return preparation, our fees are based on the hourly rates of our professionals providing services to you. The fee estimate is based upon anticipated timely cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If the scope of an engagement changes, we will inform you when those changes are not included in the agreed-upon engagement. You may then advise us if you want us to proceed with those additional services. If significant additional time is necessary, whether for an existing engagement or additional work requested, we will be happy to discuss it with you and arrive at a new fee estimate before we incur material additional costs. All other services not specified in an engagement letter will be invoiced based on time incurred at our standard billing rates. You may also be billed for out-of-pocket costs such as report production, word processing, couriers, postage, travel, etc. Under most circumstances we do not anticipate any additional expenses material enough to be separately billed.

Our invoices will be rendered either at the completion of an engagement or on a periodic basis, either for agreed upon amounts or as estimates based on progress toward the total engagement. Often in the case of new clients with more complex requirements, and for engagements regarding tax compliance issues, we will expect a retainer in advance. Excluding any tax-return-only engagements, or where otherwise stated, we will not consider invoices to be past due for 45 days. At that time late fees may be charged at a rate of 1.5% per month. We reserve the right to either suspend our work or terminate any engagement should any portion of your outstanding balance be unpaid for 60 days from the date of the invoice. Generally we will not begin the preparation of a tax return if any invoice for a prior period is unpaid.

Should an invoice for a prior engagement not have been paid within 90 days of the date of the invoice, we will expect that the current engagement be paid at the delivery of the current tax return. Should the work in progress on a current engagement exceed \$1,000 and it is anticipated that the project will not be completed in the next 90 days, we reserve the right to submit a progress bill for that time. If an advanced fee is required, or a partial payment is accepted, we will apply the portion collected to any open invoices and send you a statement reflecting the remaining balance after each payment. If any engagement covering more than one requested service or more than one period is terminated early, any fees paid will be applied to the services provided under that engagement through the date of termination at our standard billing rates; any difference will be invoiced and is due upon receipt. We are not under any obligation to provide any work in progress for which we have not been paid.

In the event of a dispute of any nature, see our [Dispute Resolution policy](#).

Representation in the Case of Multiple Parties Policy

On the Occasion of Conflicts of Independence in Representation of Common Clients

In engagements involving a joint tax return, a trust with multiple beneficiaries, or the return of a business with multiple owners, there may be occasions where it is not possible for us to independently represent all parties interested in the outcome of advice that we give or a tax return that we prepare. We may learn facts or encounter situations during the preparation of a tax return or requested advice that may not be fully evident to all related parties. It is also possible that confidential information may be requested by one party that another related party may not want disclosed. It is not our intent to become either a mediator or a judge of what is in the best interest of each party to these circumstances. In such situations we must honor the request of any party with an interest in such tax services rendered, and, to the degree there is no conflict with other parties on such occasion, we will proceed with our services with the best information available from all sources. If there is a conflict between data received from multiple interested parties, we will contact those providing the conflicting data to seek an agreement on the differences. If there is a request for disclosure of confidential data in our possession, after having received written permission according to our privacy policy, we will make such disclosure regardless of the consequences to other interested parties resulting from this disclosure. Should we learn information from one interested party that could adversely affect another interested party, we will accept no responsibility for disclosing such material to any of the interested parties in spite of not having the specific written permission from the source of that data. All data

received by us from all sources shall be considered available for disclosure to all parties related to that specific tax return, or transaction. Disclosure of any such confidential information from any source to any employee of this Firm will be considered evidence of your agreement to the terms of this policy.

Conflicts of Interest between Related Parties

There may be occasions where a specific decision or advice is needed, either prior to the execution of a transaction or after it has occurred, as to its tax treatment. When such a decision or advice could have a conflicting effect on other related parties of that transaction, we will make a reasonable attempt to make known the potential conflict to all parties as soon as it becomes known. However, it is the position of this Firm that we first represent the business client over the individuals employed by or owning it, and to the trustee of a trust over the individual beneficiaries. Advice will be given with that priority unless clear instructions otherwise are given by a majority representation of the owners prior to the resolution of the conflict. Priority shall be given first to instructions from a majority of the owners, then to those of the highest ranking officer of that organization. If there is a conflict that we consider material, we will make a reasonable attempt to disclose to the other owners the circumstances related to that conflict so that they may have the opportunity to resolve it before the transaction occurs, is recorded, or any related elections are made as to its disclosure. When a conflict arises between spouses, or between former spouses, both of whom we currently represent or have formerly represented, we will first rely on the spouse whom we currently represent, then the one with whom we have more commonly had contact or has been jointly represented as the primary contact. If any conflict of interest arises at a time after a return has been prepared or an election has been made for the disclosure of a particular transaction, we may request a release regarding such circumstances from all parties before proceeding with such representation. Such release could be required in the case of mediation, arbitrations, depositions, litigation, tax return examinations or similar representations in which we would participate at any time.

We reserve the right to withdraw from any engagement should we determine it appropriate, to avoid such conflicts.

Document Retention and Destruction Policy

Records retention has become a prominent issue in the professional community over the past decade. Patrick & Raines, LLC (the "Firm"), recognizes that the Firm's engagement and administrative files are critical assets. As such, the Firm has established this formal written policy for records retention and destruction in accordance with applicable state and federal laws. Compliance with this policy is mandatory for all employees of this Firm.

It is our policy to return to you a scanned copy of documents that we receive from you that seem supportive of any engagement, or that are submitted to us for your benefit when we provide your return in electronic format. (You may request the return of your original documents if you choose.) While we may maintain copies of your documents used in the preparation of tax returns or financial statements, you should not rely on our copies to support or defend any tax return or financial statement. Any records provided to us through a portal are transferred to our server. The portal is provided by a third party vendor and is only temporary and should not be considered a long term storage location. It is your responsibility to maintain sufficient records for as long as reasonably necessary to support any financial statement or tax return.

Engagement Files

Engagement files, for the purposes of this policy, are defined as all records related to the engagement, comprising workpapers and other documents that form the basis of services rendered by the Firm, including, but not limited to, all documentation reflecting the procedures applied, evidence obtained, and conclusions reached in the engagement. In order to adequately address the needs of the Firm and meet the current regulatory requirements established by the profession and the regulatory agencies, this policy will address separately the document retention requirements for engagement files by the categories indicated below.

Unless otherwise notified by the Firm Manager, Mark R. Patrick, or by mandate of state or federal law, Patrick & Raines, LLC will follow the recommended record retention periods specified in this policy.

Engagements Including Audit/Review/Compilation Services

Patrick & Raines, LLC, will retain all **records** related to an audit, review or compilation (including electronic records) for a period of **seven (7) years** from the report release date of the audit, review, or compilation that meet the following two criteria:

1. *The records have been created, sent or received in connection with the audit, review, or compilation.*
2. *The records contain conclusions, opinions, analysis, and/or financial data related to the audit, review, or compilation; or significant information that is inconsistent with the final conclusions, opinions or analysis (e.g., significant differences in professional opinions on issues that are material to the financial statements or to the final conclusions).*

Records, for purposes of this subsection, include workpapers and other documents that form the basis of the financial statement engagement, and memoranda, correspondence, communications, and other documents and records that meet both of the criteria stated above. It is the Firm's position that all documents (whether hard copy or electronic) which do not meet the criteria listed above (numbers 1 and 2) would not be considered substantive in nature and thus would not be retained in accordance with this policy. **The Firm, however, acknowledges the following exception to this rule:** All significant information that is inconsistent with the final conclusions, opinions, or analysis (e.g., significant differences in professional judgment or differences of opinion on issues that are material to the financial statements or to the final conclusions) will be considered substantive in nature and appropriately retained in accordance with the policy.

Although this list is not intended to be all inclusive, the following are examples of those items that generally would not meet the criteria for retention and should be destroyed at the completion of the engagement:

- Superseded drafts of memoranda, financial statements, or regulatory filings.
- Notes on superseded drafts of memoranda, financial statements, or regulatory filings that reflect incomplete or preliminary thinking.
- Duplicates of documents.
- Copies of client records (unless the client records contain evidence of audit or other procedures applied by the Firm).
- Review notes.
- To do lists (which have been completed).
- Documents that contain typographical errors or other minor errors that result from the normal business/learning process or from preliminary views based on incomplete information or data.
- Email which does not have documentation related to the content of an engagement or was only for the transmission of documents retained in another client file location.
- Voice-mail messages. (Current Firm policy is that voice mail files are not routinely maintained.)

Should the Firm Manager determine that certain significant voicemail messages should be retained to support the Firm's professional services, such messages will be documented as memos to file and be retained in accordance with the terms of this policy.

HOWEVER, if any of the documents listed above DO include information that contains either: (1) conclusions, opinions, analysis, or financial data related to the audit, review, or compilation or, (2) significant information that is not consistent with the final conclusions, opinions, or analysis, they will be subject to the retention periods for such information in accordance with the following terms:

Records Retention for Documents Related to Accounting Services

- Audit/Review/Compilation/Preparation working papers are defined as those records which have been

created, sent, or received with the audit, review, or compilation, as well as those which contain the conclusions, opinions, analysis, or financial data related to the review or compilation; or, significant information that is inconsistent with the financial conclusions, opinions or analysis. See 17 C.F.R. § 210.2-06.

- These are minimum recommended periods of retention that comply with applicable federal and state law. Further, notwithstanding the recommended retention period set forth above, any claim for credit, abatement, or refund and any material relating, concerning, or referring to the subject of any pending or ongoing litigation MUST be kept until such matter is resolved. See Sarbanes-Oxley Act of 2002, sections 802 and 811; 820 CMR 62C.25.1(3); Treas. Reg. 1.6001-1. The Manager of the Firm must approve any exceptions to this policy.

Records Retention for Other Services (Includes Tax and Consulting Services)

Patrick & Raines, LLC, will retain sufficient records (whether hard copy or electronic) to reflect services performed by and substantive information provided to the Firm for at least three years and up to seven years after it completes such engagements. Records, for the purposes of this subsection, include final workpapers and any other documents, including correspondence and copies of client records that are necessary for a reasonable person to understand the services performed by and substantive information provided to Patrick & Raines, LLC for the engagement.

We will generally create digital images of those documents that we consider important in support of the preparation of your tax return, but you should not consider any records which we retain to be sufficient to defend you in an examination of your tax return by any taxing authority or other regulatory body. We can provide you with a digital copy of your records that we consider substantive in support of the preparation of your tax return, including an image of the actual return prepared as a part of each engagement.

We will maintain our images of documents and tax return for a minimum period of three years after the due date of all income tax returns, or if later, three years after preparation date of your return. After that date, any records not considered necessary to be retained will be deleted or destroyed in such a way as to not be recoverable, whether by intentional means or not. Transactions which affect multiple years will be maintained for the three year period after the final return for which that transaction was included. We will consider all data confidential and follow our Privacy Policy in regard to its security.

Physical Security

It is company protocol to protect all hard copy files, electronic files, computer hardware, software, data and documentation from misuse, theft, unauthorized access, and environmental hazards. As such, the Firm has adopted procedures for information maintained in both hard copy and electronic form to ensure physical security.

Hard Copy Form

The Firm will store all of its on-site hard copy client files in our office. When not occupied by our staff, the building is monitored by a prominent local security company.

Electronic Form

This Firm has established regular back-up procedures on electronic files to minimize the risk that data may be destroyed, modified, or disclosed without authorization.

Confidentiality

All of the documents and records relating to clients are the property and proprietary interest of Patrick &

Raines, LLC, to the extent it is consistent with applicable laws. **The Firm's documents and records relating to its clients are confidential and may not be disclosed without express written permission from the client, unless required by law.** All employees of the Firm must ensure that privacy will be maintained for client information.

Destruction of Records

The Firm will conduct an annual inventory of all records, files and electronic data subject to destruction based on the recommended retention periods under applicable laws and professional standards.

Document destruction services are performed onsite by an independent company specializing in document destruction under separate agreement. Clients are primarily responsible for retaining supporting documents for all engagements and should accordingly plan their own records retention policy.

Under NO CIRCUMSTANCES will any records, files or electronic data be destroyed, regardless of the retention periods identified in this policy, if there is any pending regulatory investigation, disciplinary action, legal action, or if the Firm has any knowledge of the intent by a regulatory agency to launch an inquiry or has knowledge of a potential legal claim.

Dispute Resolution

If any dispute, controversy, or claim arises, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

If any dispute, controversy, or claim cannot be resolved by mediation, then the dispute, controversy, or claim will be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) for the Resolution of Accounting Firm Disputes. No prehearing discovery will be permitted unless specifically authorized by the arbitration panel. The arbitration hearings will take place in the city closest to the place where this agreement was performed in which the AAA maintains an office, unless the parties agree to a different locale. Each party will be responsible for its own expenses. The fees and expenses of the arbitrator, if any, will be borne equally by the parties.

Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Privacy Policy

We are required by law to provide to each client this disclosure notice regarding the **Privacy Policy** of our Firm as of January 2020.

Patrick & Raines, LLC Privacy Policy

CPAs, like all providers of personal financial services, are required by law to inform their clients of their policies regarding privacy of client information. CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy.

Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization. This information is collected by interviews with you; written communication with you, including by email; and from financial statements, prior tax returns or organizers.

Electronic Transmission of Client Data

We are aware that it has become commonplace for data to be captured by unauthorized sources during its electronic transmission. Therefore we transmit all such data using a prominent encryption software when initiated by our office or the equivalent service when requested by other sources. We encourage use of that service for transmission of data to our office and will make it available upon request. This Firm shall not be responsible for any data compromised during electronic transmission when not encrypted with an application of at least an equivalent level of security to that being used by our Firm.

Due to the risk of loss, damage or electronic intrusion, it is our policy, whenever possible, not to transfer data by the use of temporary external storage devices, such as compact disks, DVD's, flash drives, or portable hard drives, unless they are password protected or encrypted. We realize that may create additional hardship in the transfer of data, but it is important that clients' privacy be protected. This is why we encourage the transfer of data using encryption software.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice, except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in very limited situations, to unrelated third parties who need to know that information to assist us in providing services to our clients, in the course of legal representation, or for regulatory purposes. In all such situations, we stress the confidential nature of information being shared.

Authorization for Direct Disclosure to Third Parties

We often receive requests to supply tax return data to third parties. To protect the confidentiality of the data, in accordance with IRS policy we require a specific authorization to release that data. Certain communications involving tax advice may be privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by providing information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect your right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

Under IRC Sec. 7516, authorization for our disclosure to others must follow a specific and written form. Documents related to a personal file must be given release directly from that individual. Business returns

require a release from any officer. Our standard release form is available at www.cpasite.com/helpful-resources/p-and-r-publications or we can prepare it for your signature. 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. According to IRC Sec. 7525, we have very limited rights as to client privilege, of which you need to be aware. In some cases you may release us from such responsibilities. In some circumstances, we may seek counsel as to the response we should make to such requests. 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.

Requests for Letters of Assurance to Third Parties

Requests made to us for opinions, confirmation, assurance, etc. regarding tax engagements are generally not allowed either by our professional standards, by law, or by our liability insurance carrier, restricting our authority to provide opinions as to the nature of engagements for our clients. Tax preparation is a limited scope practice of law and we are required to stay within that limited scope. We will be happy to explain this restriction to you.

By your execution after January 1, 2020 of an engagement letter, or by your signing either your tax return or related electronic filing authorization prepared by us after that date, you acknowledge your agreement to the terms of Patrick & Raines, LLC's Statement of Policies. This agreement will supersede prior policy agreements.

Please do not hesitate to call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality financial services are very important to us.