



(i) R&G Brenner Tax + Accounting Client Engagement Agreement (CEA) - 2025

I, my spouse (if married), or my power of attorney/legal representative (hereafter "Client"), engage R&G Brenner Tax + Accounting (hereafter "RGB") to prepare/assist with tax return(s) (personal, corporate, fiduciary, trust, gift, partnership, exempt, etc.), foreign bank account reports (FINCEN), voluntary disclosures, tax resolution (offers in compromise, installment agreements), and/or other tax-related matters. By signing this agreement or checking the box acknowledging these terms and conditions, the Client confirms understanding and agreement to the following:

(ii) 1. Client Responsibilities

- a) **Complete & Timely Information:** The Client agrees to provide complete, accurate, and organized information (e.g., W-2s, 1099s, K1s, profit/loss statements, etc.) promptly and no later than 10 business days before any applicable tax deadline(s). Failure to do so may result in RGB's inability to timely file Client's tax return.
- b) **Document Submission:** All documents must be uploaded to the Client's "RGB Cloud" account (also referred to as "TaxApp" or "Client Portal"). Digital documents must be submitted via RGB's web portal, mobile app, or kiosk stations. RGB does not accept email or unauthorized file transfer services for document submission.
- c) **Review & Authorization:** The Client will not authorize or submit tax forms for filing until all questions are resolved to the Client's satisfaction. The Client accepts full responsibility for errors or omissions on their part that cause delays or incorrect reporting.
- d) **Record Keeping:** The Client is responsible for maintaining adequate records to substantiate any reported income and deductions.

(iii) 2. RGB Responsibilities

- e) **Due Diligence:** RGB will use reasonable due diligence in collecting and applying tax information. RGB will not audit or independently verify the Client's records, and relies solely and exclusively on the Client's implicit representation to the correctness of the same.
- f) **Application of Tax Laws:** RGB will apply current tax laws to the best of its ability at the time of filing. RGB is not responsible for changes in tax law after filing that may impact refunds or liabilities.
- g) **Confidentiality:** RGB will maintain the confidentiality of Client information (per IRC §7525). Other than the services RGB contracts in the normal course of its business, RGB will only disclose confidential Client information to a 3rd party if authorized in writing by the Client, if legally compelled to or, if a dispute arises between RGB and the Client that requires judicial or arbitrator intervention.
- h) **Limited Liability:** Unless otherwise agreed to in writing, RGB is not liable for the Client's tax liabilities, refund delays, or IRS/state penalties. Unless otherwise agreed to in writing, RGB's liability is strictly limited to fees paid by the Client for its services.

(iv) 3. Payment & Fees

- i) **Service Fees:** Each service provided will have a unique receipt and fee. Optional and/or additional audit protection services may be included and, if so indicated on the Client's invoice. RGB Shield covers only current year, paid-in-full returns, not courtesy, amended or prior-year filings. Full terms & conditions for RGB shield coverage can be found in clause 1. RGB Shield Guarantee Agreement.
- j) **Payment Terms:** Payment is due upon service completion. A deposit or retainer may be required before work is commenced. Tax returns will not be released until all balances are paid in full. Refunds, if applicable, are issued as a credit.
- k) **Late Fees:** A 10% annual late fee applies to unpaid balances after December 31 (for services from Jan 1-Apr 30) or after April 30 (for services from May 1-Dec 31). The Client is responsible for all fees and expenses incurred by RGB, including but not limited to attorneys' fees, associated with the collection of any outstanding fees.

(v) 4. RGB Cloud Account

- l) **Account Setup:** A provided RGB Cloud account is required for communication, document access, and payment processing. Accounts are active for 18 months but may be restricted, suspended, or terminated by RGB, at any time and without notice.

m) **Document Retention:** RGB will provide the Client one paper copy of tax returns in-person at RGB's office. Additional copies, mail requests or archival recovery sought by the Client will incur fees. RGB is not responsible for retaining the Client's supplied documentation. Unclaimed physical documents will be securely destroyed. Uploaded files may be purged or archived at any time after the completion of tax services unless the Client has an active storage agreement with RGB.

(vi) 5. Electronic Filing & Payment

n) **Mandatory E-Filing:** Most tax returns are filed electronically (ELF) as required by taxing authorities. RGB is not responsible for any penalties arising from non-ELF filings. Additionally, some taxing authorities may require certain documentation to be mailed, even if the return was filed electronically. The Client agrees that submitting any required mailed documentation is its sole responsibility.

o) **Bank Account Verification:** The Client must verify bank details for direct deposit or debit transactions. RGB is not responsible for errors in Client-provided information.

(vii) 6. Errors, Corrections & Disputes

p) **Error Resolution:** The Client must report suspected errors by RGB to RGB immediately. RGB will correct its errors at no charge. Claims against RGB are forfeited if RGB is not given the reasonable opportunity to correct any issues first.

q) **Dispute Resolution:** All disputes shall be resolved through binding arbitration, through an arbitration company selected by RGB, except matters eligible for small claims court.

(viii) 7. Digital Consent

r) **Intentionally Omitted**

s) **Digital Signature Consent:** By engaging RGB, the Client consents to the use of legally binding electronic signatures for tax forms and other documents.

(ix) 8. Legal & Miscellaneous

t) **Promotional Terms:** The Client agrees to abide by terms of promotions listed on RGB's website rgbrenner.com.

u) **Communication:** The Client must provide a valid email and phone number for RGB related communication & RGB may send SMS/text messages. The Client can opt out of marketing messages by replying "STOP" or in writing to RGB corporate headquarters.

v) **Restrictions on RGB Staff:** RGB associates are prohibited from setting up online accounts or delivering tax-related documents to tax authorities on behalf of the Client, except for authorized e-filing.

1. RGB Shield Guarantee Agreement

The following terms and conditions of this agreement (the "Agreement") govern the RGB Shield Guarantee ("Program") provided to members of the Program ("Members") by R&G Brenner Income Tax ("Company"). By having a personal income tax return prepared by the Company, Members accept enrollment in the Program and agree to the terms of this Agreement:

a. 1. Definitions

The following definitions are applicable to the Agreement:

- a. "ERO" means R&G Brenner Income Tax.
- b. The "Program" is a service program offered by the Company and is provided and paid for as part of the tax preparation services at no additional cost to the Taxpayer.
- c. "Return" means an IRS-acknowledged individual federal tax return form 1040 (including schedules A, C, and E) and a state-acknowledged individual state return (if applicable) for the previous year's tax return and is not otherwise excluded in this Agreement.
- d. "Negligence" means failure on the part of the Taxpayer to exercise the care or apply the effort that a reasonably prudent person would exercise in providing their professional tax preparer with complete and accurate information to enable them to accurately prepare the tax Return.
- e. "Tax Preparer" means the individual completing and signing the acknowledged Return as the paid preparer.
- f. "Taxpayer" or "Member" means the individual for whom the Tax Preparer completes and signs an acknowledged Return.
- g. "Company" is R&G Brenner Income Tax.

b. 2. Services Provided by Company Under the Program

From the date the IRS or state (if applicable) has acknowledged transmission of your Return and for a period of three (3) years after the IRS filing deadline for the current tax period (the Membership Term), for the tax year preceding the year of enrollment, if the Taxpayer's Return is audited by correspondence or the IRS denies any of the credits described in Section 2.7, the Company will provide the Taxpayer with the following services (collectively, the "Services"):

1. Evaluation of all related IRS and/or state correspondence.
2. Explanation of claim requirements and the available options.
3. Professional IRS and/or state document review, consultation, and organization.
4. Drafting of letters and other necessary correspondence with the IRS and/or state as needed.
5. Assistance with telephone communication with the IRS and/or state agent for explanations and discussions during the audit process.
6. Assistance with all IRS forms, including schedules A, C, and E, unless excluded below in Section 3.
7. Assistance with denied credits, including: Earned Income Credit, Child and Dependent Care Credit, Education Credits, Child Tax Credit, Additional Child Tax Credit, Adoption Credit, Credit for the Elderly or Disabled, Saver's Credit.
8. Assistance with rejected W-7 applications.
9. A maximum reimbursement of up to \$2000 of penalties and/or interest assessed to the corresponding current tax year if and only if an error, mistake, or omission was deemed made by the Tax Preparer or the Company. The Company alone determines the origin of errors, mistakes, and/or omissions.
10. The Services are subject to change, modification, or substitution at any time without notice to the Member.

c. 3. Program Exclusions

The following types of tax returns and/or inquiries are specifically excluded. The Company is under no obligation to provide Taxpayer with the Services in connection with such returns and/or inquiries:

1. IRS "In-Person" Desk Audits.
2. Non-Resident Returns or local, city, or municipal tax filings.
3. Returns with balances due to Company
4. Returns outside the scope of individual 1040 or state tax filings, such as corporate, partnership, or trust returns.
5. Returns prepared with Negligence, recklessness, intentional misrepresentation, or fraud.
6. Returns that have become subject to IRS or state criminal investigations.
7. Inquiries related to foreign income, flow-through entities (partnerships and S-corporations as reported on Schedule K), court awards and damages, bartering income, canceled debt, estate, and gift tax.
8. Inquiries related to certain credits, including Foreign Tax Credit, Plug-In Electric Vehicle Credit, Residential Energy-Efficient Property Credit, Mortgage Interest Credit, and Health Coverage Tax Credit.
9. Assistance with IRS and/or state Identity Theft.
10. Assistance with Tax debt relief including but not limited to Installment Agreements, Offer in Compromise, Tax Penalty Abatement, Tax Liens, Wage Garnishment Relief & Innocent Spouse Relief.
11. Assistance with IRS inquiries specifically related to the Affordable Care Act, and other laws/acts where clarity on IRS procedures is lacking.

d. 4. Taxpayer Responsibilities

To qualify for Services, the Taxpayer must:

1. Contact the IRS and/or state (with the assistance of the Company) per the correspondence audit notice received to request an extension of the deadline for responding.
2. Notify the Company of any IRS and/or state correspondence or notice regarding the Return within thirty (30) days from the date of such notice along with a complete copy of the notice.
3. Provide the Company with further assistance or documents as requested that support claims made on the Return.

e. 5. Disclosure of Information

Taxpayer hereby agrees that their specific Taxpayer information may be disclosed by the ERO to the Company solely for purposes consistent with this Agreement, **in accordance with applicable laws, including IRC §7216 and relevant state statutes.**

f. 6. Cancellation

If, for any reason, a Member is not satisfied with the Program and wishes to terminate membership, the Member may cancel the membership by notifying the Company in writing directed to RGBtax Accounts Department, 111 E. Merrick Road, Valley Stream NY, 11580. Membership will terminate on the date the Company receives notice of cancellation.

g. 7. Expanded Coverage Option

Taxpayers have the option to purchase expanded RGB shield coverage, which increases the maximum reimbursement amount of penalties and/or interest. IRS "In-Person" Desk Audits and other excluded categories, are separate additional fees and are not included in the Program.

h. 8. Electronic Communications Consent

By enrolling in the Program, Members consent to receive all notices, communications, and materials electronically, unless otherwise specified. Members are responsible for ensuring the Company has their current email, cell phone & address on file.

i. 9. Member Representations and Acknowledgements

1. Member has read this Agreement carefully, understands the Program, and agrees to its terms.
2. Member may cancel their Program membership at any time before the conclusion of the Membership Term.
3. Membership in the Program and benefits thereunder are not assignable without the express written consent of the Company. A Member's violation of this paragraph will result in immediate termination of the Program Membership.
4. Member understands that they are responsible for paying the Tax Preparer or ERO for services rendered.
5. Member understands and agrees that the Program is not insurance.
6. The Taxpayer represents and warrants that they have truthfully provided correct, accurate, and complete information to the Tax Preparer and to the best of their knowledge, the Tax Preparer has truthfully, completely, and accurately completed all tax return forms and due diligence worksheets and procedures.

j. 10 . Disclaimer+

Failure to comply with specific procedural steps and recommended strategies, as outlined by the Company in written communications, may result in adverse actions by the IRS or state, and the Company will not be held liable for outcomes resulting from such failure.

k. 11. General Release

Each Member who uses the Services under the Program membership hereby forever releases, acquits, and discharges the Company and its employees, agents, and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such Member or their legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the course of the use of any and all Services under the Program.

l. 12. Notices

Any and all notices shall be deemed given when sent by email or U.S. postal mail, prepaid and addressed to the Member's provided address.

m. 13. Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties with respect to membership in the Program, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect thereto. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

n. 14. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New York, County of Nassau.

o. 15. Headings

The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

p. 16. Waiver of Breach

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Client Signature

Printed Name

Date