



## Engagement & Consent Forms

RE: Confirmation of Arrangements for Ongoing Tax Services

We will prepare your Federal and Resident State and Local Individual Tax Returns from information you furnish to us. Our services are not intended to determine whether you have filing requirements in other taxing jurisdictions than the one(s) you have informed us of.

You are responsible for determining your state and local tax filing obligations with respect to all state and local tax authorities. You are also responsible for keeping contemporaneous records of your deductible expenses along with business and personal use of any property used by you during the year. You should retain all the documents, cancelled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them.

To the best of our knowledge, all the information submitted to us is complete and accurate, including all sources of income, deductions and other information necessary for the preparation of the tax returns. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. We will furnish you with questionnaires and/or worksheets to guide you in gathering the necessary information. Your use of such forms will assist in keeping pertinent information from being overlooked but it is your responsibility to alert us of information not requested but reportable. To the extent we render any accounting and/or bookkeeping assistance, it will be limited to those tasks we deem necessary for preparation of the returns.

We will 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. In order to avoid penalties, we will apply the "more likely than not" reliance standard to resolve such issues. You agree to honor our decisions regarding the need to make protective disclosures in your return. Penalties of as much as \$100,000 can be imposed on you for failing to disclose participation in "reportable transactions," that is, certain arrangement the IRS has identified as potentially abusive. We will insist that all such transactions be properly disclosed.

The filing deadline for the tax returns is outlined by the Internal Revenue Service. In order to meet the filing deadline, the information needed to complete the return should be received by us within a reasonable amount of time to allow for timely completion. If an extension of the time is required, any tax that may be due with the returns must be paid with that extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties when those amounts are actually paid.

The law provides various penalties that may be imposed when taxpayers understate their liability. If you would like information on the amount or circumstances of these penalties, please contact us. Your returns are, of course, subject to review by the taxing authorities. Any items resolved against you by the examining agent are subject to certain rights of appeal. In the event of an examination, we will be available to represent you and will charge you for these additional services.

In connection with this engagement, we may communicate with you or others via email transmission. As emails 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 emails 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 of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email 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.

Valley National will not disclose your information to any non-affiliated third parties except in the case of their current tax software provider in the assistance of tax preparation input and review of data when needed. We continue to monitor and maintain internal policies and procedures to maintain the confidentiality of your information which is of utmost importance as we do our due diligence in partnering with providers of services.

This agreement shall be effective on the signature date of this form and shall continue to be applicable for annual tax return preparation, until a written request for termination is received. You will be responsible for all fees and expenses up to the date of termination.

Our fee for the above services will be based upon the amount of time spent preparing your tax returns at standard billing rates plus out-of-pocket expenses. All invoices are due and payable on presentation. Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to a finance charge of 1.0% per month. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent.

We are pleased to have this opportunity to serve you. If the above fairly sets forth your understanding, please sign this letter in the space indicated and return it to our office.

Very truly yours,

*Valley National Services*

Client Signature:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSENT TO USE/DISCLOSE TAX RETURN INFORMATION**

By checking the box(es) below, I/We (Print Name) \_\_\_\_\_  
authorize Valley National Services to use and/or disclose my/our federal and state tax returns for any  
of the following services from our affiliated companies:

- Valley National Advisers, Inc. to assist in any of the following: Portfolio / Asset Allocation Review; Financial Roadmap/Updates; Elder Planning; Income Tax Planning / Analysis; Employee Benefits; Business Continuity; Cash Management / Budget Analysis; Educational Funding Analysis; Estate Planning; Insurance / Risk Management; Retirement Planning/Analysis; or Investment related planning with a signed Asset Management Agreement
- Valley National Investments, Inc. (Brokerage Services) to be used for investment related planning (without a signed Asset Management Agreement), if applicable (which can include but is not limited to harvesting tax losses, setting up and contributing to retirement accounts, setting up and contributing to 529 education plans, etc.)
- Valley National Indemnity Corporation to be used for insurance planning (including but not limited to life, health and disability)

Note, the IRS requires that you electronically file your income tax return. This involves using a third party, CCH Inc. (our tax software provider) for transmission of your information to the IRS.

- If you choose to have your refund automatically deposited, or tax payment due withdrawn, from your bank account, you must consent to Valley National Services sending certain information, including your tax information, bank account information and social security number to CCH Inc. CCH will then send the information to River City Bank (or other future banks) for further processing. You have the ability to request a more limited disclosure, however by requesting a more limited disclosure of tax return information, we cannot provide you with the Bank Product you have requested.

→ Consent:     Use & Disclose (**Recommended**)             Use Only             Disclose Only

→ Duration:     Ongoing for future tax returns until I/We provide written request for termination  
 Other: \_\_\_\_\_

*You are not required to complete this form to engage our tax return preparation services. If we obtain your signature on this form by conditioning our tax return preparation services on your consent, your consent will not be valid. If you agree to the disclosure of your tax return information, your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for one year from the date of signature.*

Limitations (if any): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_

*Federal law requires this consent form be provided to you. Unless authorized by law, we cannot disclose your tax return information to third parties for purposes other than the preparation and filing of your tax return without your consent. If you consent to the disclosure of your tax return information, Federal law may not protect your tax return information from further use or distribution.*

*If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at [complaints@tigta.treas.gov](mailto:complaints@tigta.treas.gov).*