

2020 Forms 1099 Engagement Letter

Client Name: _____

Client Email: _____

Dear Client:

Walter, Wolfe, Leach & Nii LLP (“accountant” or “we”) is pleased to provide the services described below to the above-named Client (“Client” or “you”). This letter is to confirm our understanding of the terms and objectives of our engagement as well as the nature and limitations of the services we will provide.

Walter, Wolfe, Leach & Nii LLP will prepare the annual 1099-MISC and 1099-NEC Forms from the information you provide to us. We will not audit or verify the data you submit, although we may ask you to clarify it, or furnish us with additional data. For your convenience, we will e-file the 1099-MISC and 1099-NEC Forms to the Internal Revenue Service.

By your signature below, you acknowledge and understand that we will not be responsible for advising you with respect to independent contractor status as part of our services. If you have any questions regarding the classification of employees versus independent contractors, we strongly encourage you to consult with legal counsel experienced in employment practice matters.

In performing our engagement, we will be relying on the accuracy, completeness and reliability of information provided by you. As our services are limited in nature, they cannot be relied upon to detect errors, fraud, or noncompliance with laws and regulations that may exist. However, we will inform you of any material errors that come to our attention and any fraud or noncompliance with laws and regulations that come to our attention, unless it is clearly inconsequential.

Fees for our services will be at our standard rates plus computer charges and out-of-pocket expenses. Payment for service is due when rendered and interim billings may be submitted as work progresses and expenses are incurred. We reserve the right to stop work on any account that is past due, in accordance with our firm's stated collection policy.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, 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 or communication of email transmissions, or for the unauthorized use or failed delivery 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 sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

We may from time to time, and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

It is our policy to keep records related to this engagement for seven years. However, Walter, Wolfe, Leach & Nii, LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Walter, Wolfe, Leach & Nii, LLP does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Walter, Wolfe, Leach & Nii, LLP shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association (AAA), except that under all circumstances the arbitrator must follow the laws of CA. 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. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

If the foregoing is in accordance with your understanding, please sign and return this letter. We will not begin preparation of your Forms 1099 prior to receiving a signed engagement letter.

We sincerely appreciate the opportunity to be of service to you. If you have any questions or need any additional information, please do not hesitate to contact us.

Very truly yours,

Walter, Wolfe, Leach & Nii, LLP

W CPA GROUP
Walter, Wolfe, Leach & Nii LLP

AGREED & ACCEPTED: I have read and agree with the terms and conditions of this engagement letter.

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____