



CONTRACT FOR SERVICES

We will prepare your 2021 personal income tax return based on information that you provide to us. We will not audit or otherwise verify the data you submit, although we may ask you for clarification of some of the information. The undersigned *Client is responsible for providing all information* necessary for completion of the related personal income tax return to Givens LLP no later than April 22, 2022

It is our responsibility to prepare your tax return correctly according to the law and the information that you have provided. It is your responsibility to provide us with all the information required to prepare complete and accurate returns. You should retain all the documents, cancelled cheques and other data that form the basis of your income and deductions. These may be necessary to prove the accuracy and completeness of the return to CRA.

The Client understands that there are penalties for missed information on personal income tax returns due to missed slips. Givens LLP is not responsible for these penalties as Givens LLP prepares the personal income tax returns based on the information provided by the client.

It is understood and agreed that the Client is aware of the foreign reporting rules effective for tax years starting in 1996, and we are relying on the Client to provide us with the necessary information. The Client may be required to file information returns to comply with these rules if they have:

- Transferred or loaned property to a non-resident/offshore trust any time after 1990 (Form T1141). Filing deadline is 6 months after the end of the taxation year,
- Received distributions from or is indebted to a non-resident trust (Form T1142). Filing deadline is 6 months after the end of the taxation year; or
- Foreign property with a total cost of more than CAD \$100,000 (Form T1135). Form T1135 is not required if the foreign property (such as shares of a foreign affiliate, an interest in an offshore trust) is reported on one of the other foreign reporting forms above. The filing deadline is six months after the end of the taxation year.

Failure to comply will result in significant penalties that are not deductible for income tax purposes. There are more penalties to those persons who make or participate in the making of a false statement or omission on the new information returns. Givens LLP must impress upon the Client the importance of carrying out due diligence to file these returns accurately and completely.

You have the final responsibility for the income tax return and, therefore, you should review it carefully before you sign it.

The law imposes various penalties when taxpayers understate their tax liability. If you would like information on the amount or circumstances of these penalties, please contact us.

Our business respects the privacy of personal information, that is, information that identifies you as an individual, or that is associated with such identifying information. By engaging our services, you agree to provide personal information necessary for us to meet your service requests. Before you provide us with any personal information on behalf of others, you agree that you will have obtained consent for collecting, using and disclosing this information, according to privacy legislation.

We will not rent, sell, or otherwise make your personal information, including contact information, available to any third-party without your permission. We use your information to complete your service requests, to inform you of changes in our business or service offerings, and to maintain our professional correspondence with you.

Givens LLP will maintain the strictest confidence with respect to any client's or former client's information. Accordingly, the Clients confidential information will not, without the Clients consent, be disclosed to any individuals in our Firm beyond those who are engaged on your services. This policy applies to anyone outside the Firm, except as required by law or under the profession's Rules of Professional Conduct.

To change your contact information or to let us know if there are any types of correspondence you do not wish to receive from our office, please contact us.

CRA may select your return for review pre- or post-assessment. Often, they request copies of your receipts and other times they may require a full audit. Any adjustments proposed by CRA are subject to certain rights of appeal. In the event of such tax examinations, we will be available upon request to represent you. These examinations are outside the contract for your tax return preparation and are subject to an additional fee dependent on the time required to provide such services. It is your responsibility to engage us to handle these reviews or examinations otherwise you may handle them independently.

Fees are based on the complexity and nature of the work, and on the degree of responsibility and skill required. Invoices for services are now billed in advance with full settlement expected prior to commencing the work. *Please note that an additional \$50 per return will be added to the invoice, if you wish to receive paper copies of your return.*

The Proceeds of Crime (Money Laundering) and Terrorist Financing Act places certain legal requirements on Givens to report transactions that may be suspicious of being related to a money laundering or a terrorist financing offence. It also requires Givens to report large cash transactions that exceed \$10,000, the cross-border movement of currency or monetary instruments that exceed \$10,000, and whether the Client is in possession or control of property that is considered terrorist property. Finally, the Act requires our firm to ascertain the identity and existence of clients and other entities. To meet these obligations, our firm may have to report information about the Client that might otherwise be confidential. The reporting of this information may place the Client and our firm in a conflict of interest. Should such a conflict arise, Givens may be required to withdraw from this engagement. Please be advised that Givens will do everything in its power to avoid such conflicts and that only information that is required will be disclosed. The Client hereby acknowledges this legal requirement placed upon Givens and the potential conflict of interest that may arise as a result of it. The Client also hereby authorizes Givens to release and disclose information related to the Client if and when required by statute do so.

We are associated to Nexia International. Nexia International does not accept any responsibility for the commission of any act, or omission to act by, or the liabilities of, any of its members. Membership in Nexia International, or Nexia Canada, does not constitute any partnership between members, and members do not accept any responsibility for the commission of any act, or omission to act by, or the liabilities of other members.

Liability for errors or omissions is limited to one time the annual fee for the engagement. Liability limits for errors or omissions can be increased for an additional cost.

This contract will be subject to and *governed by the laws of the Province of Alberta*. Any disputes arising _____ Initial
from this contract shall be subject to the exclusive jurisdiction of the courts of Alberta.

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto. If this letter accurately reflects your understanding, please acknowledge your agreement by signing and returning to us the enclosed copy. Thank you for your trust in our business.

Client Name

Date

Client Signature

