



2016 INCOME TAX PREPARATION ENGAGEMENT LETTER

Terms and Conditions. This letter states the terms and conditions by which you (“you,” “client” or “your”) have engaged First Command Tax Services, a division of First Command Financial Services, Inc., (“First Command”, “We,” “us” or “our”) to provide certain tax return preparation and consulting services. To ensure a clear understanding of the separate responsibilities We and you have in this engagement, We ask all clients for whom returns are prepared or reviewed to confirm the following arrangements.

Services. We will prepare your federal and requested state/local income tax returns based solely on information provided in the Client Tax Organizers and via the tax documents you submit. 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 provide questionnaires and worksheets to guide you in organizing the information We need to prepare your tax returns. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the returns. Your use of such forms will assist in keeping pertinent information from being overlooked.

Client Responsibilities. Please note that it is your responsibility to ensure that all information necessary to prepare your tax return is included in your tax package. Since the returns will be prepared based on the information you provide, you should closely follow the questionnaires and worksheets in assembling required information. You should retain all the documents, canceled 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. **As the taxpayer, you have the final responsibility for the income tax return(s) and, therefore, you should review them carefully before you sign them.**

Termination of Services and Refunds. If First Command Tax Services begins preparing your return and you then terminate the engagement, you will be invoiced and charged for work completed to that point based on the cancellation policy in the 2016 Client Tax Organizer. This applies to tax returns that have been worked on but not yet shipped to the advisor or client. Tax Services does not provide tax preparation fee refunds in situations where returns have been completed and shipped to the client or advisor, regardless of whether the return has or has not been filed.

Requests for Missing Information. Tax Services will attempt to request additional information required to complete your federal and/or state tax returns using the contact information provided on your Client Tax Organizer. If We do not receive a response within 30 days from the first request for information, We may close your order and charge you for the time spent on your tax return(s) up to that point. Your Organizer and supporting documents will be returned to you via email or U.S. Mail so that you can find an alternate tax preparer.

Revisions of Returns. Should a tax return require revision after completion through no fault of Tax Services, revision fees will apply as indicated in the price sheet of the Organizer. Any tax return requiring revision due to a legitimate preparation error will be revised at no charge.

Errors, Misrepresentations, Fraud, Illegal Acts, Theft. First Command Tax Services will not attempt to discover errors, misrepresentations, fraud, illegal acts, or theft. Therefore, We have not included any procedures designed or intended to discover such acts, as We have no responsibility to do so. If you require assistance with this, We can put you in contact with a local CPA who can perform these services for you. We will only render such accounting and bookkeeping assistance as determined to be necessary for preparation of the income tax returns at an additional charge.

Professional Judgment. 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 accordance with IRS Circular 230 guidelines (see last page of Engagement Letter).

Standards. The Internal Revenue Code and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a tax return and on the taxpayer. Unless We have a reasonable belief that any tax position in your return will be sustained on its merits due to having substantial authority, a preparer penalty will be imposed on us unless that position has a reasonable basis and is adequately disclosed in the return. And, while We might be able to avoid a preparer penalty by adequately disclosing the return position, you might not have to disclose the position in order to avoid applicable taxpayer penalties. If We determine that We would be subject to a preparer penalty by delivering your return to you, you agree to either adequately disclose that position on your return or change the position to one that would not subject us to penalty. If you do not choose to change your position or adequately disclose so as to eliminate, in our sole opinion, our exposure to the preparer penalty, We, in our sole discretion and at any time, may withdraw from the engagement without completing or delivering tax returns to you. Such withdrawal will complete our engagement, and you will be obligated to compensate us for all time expended and to reimburse us for all out-of- pocket expenses through the date of our withdrawal.

Bartering Transactions, Charitable Contributions, Travel and Phone Expenses, and Business Usage of Autos. You should also know that IRS audit procedures will almost always include questions on bartering transactions and on deductions that require strict documentation such as charitable contributions, travel, and entertainment expenses and expenses for business usage of autos, computers, and cell phones. In preparing your returns, We rely on your representations that We have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. If you have questions about these issues, please contact us.

Tax Liability. The client is responsible for the payment of all taxes, penalties and interest.

Early Bird Discount. The early bird discount is awarded to those clients whose tax organizer and supporting information is received by Tax Services on or before March 1, 2017. **Qualification for this discount does not guarantee completion of your tax returns by the filing deadline.**

Filing Deadline and Extensions. The filing deadline for 2017 federal tax returns is Tuesday, April 18. We request that tax organizers and information received after March 31 include a copy of the client-prepared extension (Form 4868) filed with the IRS and a copy of the client-prepared extension filed with the appropriate state agency for the current tax year as applicable.

First Command Tax Services will make good faith efforts to complete tax returns prior to the April 18 deadline. However, due to the high volume of returns received, the vast majority of returns received at Tax Services after March 1, 2017 may very likely be extended. **Therefore, regardless of the date We receive your tax information, First Command Tax Services cannot guarantee the completion and filing of tax returns before the filing deadline.**

Extensions. If necessary, extensions will be prepared by First Command Tax Services in accordance with the Filing Deadline and Extensions clause above. When no payment is estimated to be due or there is no estimated tax, We will prepare and file an extension on the client's behalf. In situations where an estimated tax liability exists (if We receive the client's tax information prior to April 1), We will provide the extension form and amount due for the client's submission and payment to the appropriate tax authority. Extensions will be prepared based on the information in the tax organizer as well as the supporting documents on hand.

If an extension of time to file is required, any tax that may be due with this return 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 client is responsible for making all required payments. **If the tax organizer and supporting documentation is received after March 31 and you have not filed your own federal and state extension(s), Tax Services will prepare estimated extensions based on the information in house. We will not request additional information for extension preparation. Please note that this may prevent you from incurring late-filing penalties, but you may incur late-payment penalties in the event you owe additional federal or state taxes when your return is complete.**

Tax Preparation and Other Fees. Fees for tax preparation services will be based upon the extent of the tax forms and schedules that are required for you to properly file your federal tax return as noted on the pricing sheet included in the client tax organizer. There are additional charges for state and other tax returns prepared by Tax Services.

If a federal, state, or qualified dependent return is requested, but actual preparation determines that there is no filing requirement, a "no filing requirement" fee will apply as indicated in the price sheet of the Organizer. This fee is based upon time spent determining the filing requirement and will be decided by a CPA.

In addition, We are happy to review and comment on a return and relevant schedules that you have prepared. The fees for review and comment of returns not prepared by us, whether or not those returns are required to be filed, are also found in the pricing sheet (see Accounting Fees). All invoices are due and payable upon completion.

Mailing of Completed Returns. In the event the Mailing Information section of the Client Tax Organizer is left blank, completed returns will be sent to the original sender (i.e. client/advisor) via U.S. Mail.

Disclosure of Personal and Tax Information. Tax Services makes all reasonable efforts to maintain the privacy of client personal and tax information. We will share your information only with our staff (including seasonal employees and independent contractors), our affiliated companies and service providers that give direct service to us on your behalf, and as otherwise permitted or required by law. Should We receive a request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, We will notify you. 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.

Examination of Returns. Your returns may be selected for examination or review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, We will be available upon request to assist you. If an examination occurs, We will represent you if you so desire; however, these additional services are not included in our fee for preparation of your returns and We will render additional invoices for the time and expenses incurred.

Receipt of Notices from Tax Authorities. Please fax any notice/letter received to our toll-free fax number 877-272-2106. In preparing your returns, We are not responsible for a taxing authority's assessment of underpayment penalties or interest where this action results from erroneous, incomplete, inaccurate, or misrepresented information provided by you to us. We have no ability to audit your information or search for correct data. We will review a notice/letter at no cost, however; should it be determined that the notice/letter did not result from an error on the part of First Command Tax Services, there will be a fee for optional IRS assistance. Notice/letters received due to an error on the part of First Command Tax Services will be resolved at no charge. Additionally, First Command Tax Services will reimburse the client for any penalties incurred as a result of the error. We do not reimburse for additional taxes due or for interest.

Original Documents. Be sure to only send copies of your tax information - **do not** send any original documents to Tax Services (tax forms, statements, receipts, etc.). If We receive original documents, for security purposes, they will be photocopied and **shredded** after your return is complete.

Paragraph Titles. The paragraph titles used in this agreement are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions thereof.

IMPORTANT NOTE for AMS/Pershing Clients: 1099s from Pershing for Asset Management Solution clients will be mailed to clients in phases on January 31, February 15, and February 28, and March 15, 2017. **DO NOT WAIT** to receive these documents before sending your information to Tax Services. Please submit your completed information without Pershing 1099s **before March 1, 2017 to receive the Early Bird Discount.** **DO NOT SEND YOUR PERSHING STATEMENTS AND PERSHING 1099s – Tax Services will print them as soon as they are available.**

If the foregoing correctly states your understanding, please sign and return the enclosed copy of this letter in the space indicated and return it with your client tax organizer and your supporting tax documentation to our office.

We want to express our appreciation for this opportunity to work with you.

Very truly yours,



Don Conder, CPA
First Command Tax Services

a division of First Command Financial Services

The undersigned hereby authorizes First Command Financial Services, Inc. and its subsidiaries (including but not limited to First Command Financial Planning, Inc. First Command Advisory Services, Inc., First Command Bank and First Command Insurance Services, Inc.), and all of their representatives, agents and employees to furnish my/our full and complete personal financial information and documents as necessary to those First Command Tax Services personnel connected with preparing and reviewing my/our federal and/or state tax return(s), amendments or other tax services that are required/requested. Additionally, Tax Services may obtain necessary tax documents from First Command sources, including, but not limited to, First Command Bank.

I HAVE READ THIS ENGAGEMENT LETTER AND AGREE TO AND ACCEPT ITS TERMS AND CONDITIONS.

Signature (note: we do not yet accept electronic signatures)

Print Name

Date

Signature (note: we do not yet accept electronic signatures)

Print Name

Date

IRS CIRCULAR 230 DISCLOSURE

In order for us to comply with certain U.S. Treasury regulations, unless expressly stated otherwise, any U.S. federal tax advice that may be contained in this written or electronic communication, including any attachments, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding any tax penalties that may be imposed by the Internal Revenue Service or any other U.S. federal taxing authority or agency or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.



CONSENT TO USE OF TAX RETURN INFORMATION

Federal law requires that this consent form be provided to you. ("You", "my" and "your" refers to each taxpayer, if more than one). Unless authorized by law, we ("we", "us", and "our" refer to First Command Tax Services, First Command Financial Services, Inc. and its subsidiaries, First Command Financial Planning, Inc., First Command Bank, and their representatives, advisors/agents and assignees) cannot use, without your consent, your tax information for purposes other than the preparation and filing of your tax return.

The purpose of this consent is to allow us to use your tax return information to assist us in providing you with financial services such as the development and implementation of financial plans; the purchase or sale of investments, insurance, or banking products; and to provide other advice to you on your finances, banking, loans, insurance and investments.

You are not required to complete this form. If we obtain your signature on this form by conditioning our services on your consent, your consent will not be valid. Your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent will remain in effect until such time as you instruct First Command Tax Services otherwise in writing.

If you would like us to be able to use your tax return information provide you with financial services as described above, please sign and date this consent section.

I authorize the use of my tax return information for the purposes stated above and acknowledge receipt of a copy of this consent form.

Tax years: _____, _____, _____ or

Tax Years from: _____ to _____; or

Any tax years as available.

Note: If you do not specify a specific tax year, the Form will only apply to the current tax year. (i.e., a form signed in 2013 will apply to the 2012 tax year).

Print Name _____

Print Name _____

Signature _____

Signature _____

Date _____

Date _____

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 e-mail at complaints@tigta.treas.gov.