

This letter is to confirm and specify the terms of our tax services engagement and to clarify the nature and extent of the tax services we will provide. **If you give us the requested information to complete the tax return, you recognize that as acceptance of the terms of this letter.**

## 1. Preparation of Returns

We will prepare the federal and resident state and local individual income tax returns for calendar year 2023 and calculate the 2024 estimated tax payments if needed (tax planning for 2024 is also available at an additional charge). We are not responsible for returns not listed. We are under no duty to review the information you provide to determine whether you may have a filing obligation with another state or locality. If we become aware of any other filing requirement, we will tell you of the obligation and may prepare the appropriate returns at your request as a separate engagement. Our responsibility as tax preparer is limited to the tax period specified above and does not extend to any later periods of which we are not engaged as tax preparers.

## 2. Financial Statements

This engagement letter does not cover the preparation of any financial statements, which, if we are to provide, will be covered under a separate engagement letter.

## 3. Documentation

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. 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. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before signing them.

A checklist is available at [kirschcpa.com/client-center](https://kirschcpa.com/client-center) to guide you in organizing the information needed to prepare your tax returns. Completing those forms will assist us in making sure you are well served for a reasonable fee. 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 your financial standing. We will not verify the information you give us; however, we may ask for additional clarification of some information.

## 4. Timeliness

Tax returns are prepared on a "first-come, first-served" basis. Documents are due to Kirsch by March 8, 2024. Due to expected heavy workloads and continuing tax law changes from now through April, there is no guarantee that we will complete your return by April 15, 2024. If we are not able to complete your return by the deadline, we will file an extension on your behalf.

## 5. Bartering Transactions & Deductions

IRS audit procedures will almost always include questions on bartering transactions and on deductions that require strict documentation such as travel and meal expenses and expenses for business use of autos and computers. 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.

## 6. Prior Year Tax Returns

If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns.

If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement for an additional fee.

## 7. Defalcations or Irregularities

Our work in connection with the preparation of your income tax return does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to us without verification by us.

## 8. Fraud or Illegal Acts

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate any deficiencies in your internal controls as part of this engagement, and our engagement cannot be relied upon to disclose the same.

## 9. Privacy

In accordance with federal law, in no case will we disclose your tax return information to any location outside the United States, to another tax return preparer outside of our firm for purposes of a second opinion, or to any other third party for any purpose other than to prepare your return without first receiving your consent.

## 10. Under Estimation of Tax

The law provides various penalties and interest that may be imposed when taxpayers underestimate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalties, are your responsibility, and that we have no responsibility in that regard. If you would like information on the amount or circumstances of these penalties, please contact us.

## 11. Disclosure

The Internal Revenue Code and regulations impose preparation and disclosure standards with non-compliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the tax return concerning positions taken on the return that don't meet those standards. Accordingly, we will discuss tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit the disclosure, we reserve the right to withdraw from the engagement and you agree to compensate us for our services to the date of withdrawal. Our engagement with you will terminate upon our withdrawal.

## 12. Authorization to communicate with the IRS

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

## 13. Privileged Communication

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those

communications to the government, you may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

#### **14. Privileged Information**

Should we receive any 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.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates for the time we expense in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

#### **15. Audit Representation**

The return(s) may be selected for review by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in the fees for the preparation of the tax returns. Any such representation will be the subject of, and governed by, a separate engagement letter.

#### **16. Unclear Tax Laws or Conflicts in Tax Positions**

We may encounter instances 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 those instances, we will outline for you each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, we will adopt, on your behalf, the alternative which you select after having considered the information provided by us.

#### **17. Verbal Opinions**

Although we may orally discuss tax planning issues with you from time to time, such discussions will not constitute advice upon which we intend for you to rely for any purpose. Rather, any advice upon which we intend for you to rely, and upon which you will rely, will be embodied in a written report or correspondence from us to you, and any such writing will supersede any prior oral representations between the parties on the issues.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to the tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make the investment. Our advice regarding the tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment.

#### **18. Fees**

Our fees for tax services we will provide will be based on the hours incurred at the appropriate rate for the level and value of services

rendered, plus out-of-pocket expenses. All invoices are due and payable upon presentation.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report and we shall not be liable for any damages that occur as a result of our ceasing to render services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

#### **19. Communication**

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having a value exceeding \$10,000 in a foreign country shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties.

In addition, the Internal Revenue Service also requires information reporting under applicable Internal Revenue Code sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you fall into one of the categories below, or if you have any direct or indirect foreign interests, you may be required to file applicable IRS forms if you are:

- An individual or entity with ownership of foreign financial assets and meet the specified criteria Form 8938 and/or Form 114
- An officer, director, or shareholder with respect to certain foreign corporations (Form 5471)
- A foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472)
- An U.S. transferor of property to a foreign corporation (Form 926)
- An U.S. person with an interest in a foreign trust (Forms 3520 and 3520-A)
- An U.S. person with interests in a foreign partnership (Form 8865)
- Other items as necessary

#### **20. Records**

It is our policy to keep records related to this engagement for at least three years. However, we do not keep any of your original records, so we return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the three-year period, we are free to destroy our records related to this engagement. The balance of our engagement file is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

## **21. Tax Advice**

Pursuant to Circular 230, we are required to advise you that any federal tax advice contained herein or in any communication resulting from this engagement is not intended or written to be used, and cannot be used, by the addressee or any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code or for promoting, marketing, or recommending to another party any plan or arrangement addressed in the communication.

## **22. Joint Returns**

If the income tax returns we are to prepare in connection with this engagement are joint returns, and each of you sign those returns, you are each our client. You each acknowledge that there is no expectation of privacy from the other concerning our services in connection with this engagement, and we are at liberty to share with either of you, without the prior consent of the other, any and all documents and other information concerning preparation of your returns. We will require, however, that any request for documents or other information be communicated to us in written form. You also acknowledge that unless we are notified otherwise in advance and in writing, we may construe an instruction from either of you to be an instruction on your joint behalf.

## **23. Dispute Resolution**

The parties to this engagement agree that any dispute that cannot be settled through negotiation that may arise regarding the meaning, performance or enforcement of this engagement will first attempt in good faith to settle the dispute by mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The mediation is to be administered by a mediator to be agreed upon by the parties involved. The results of this mediation shall be binding only upon agreement of each party to be bound. Cost of any mediation proceeding shall be shared equally by both parties. If the dispute results in litigation, the statutory limitation period will begin to run immediately upon completion of the engagement, and your damages will be limited to the amount of the fee paid to us for the engagement. With respect to any services, work product, or other deliverables hereunder, or this engagement generally, the firm's liability shall in no event exceed the fees that it receives for the portion of the work giving rise to liability, nor shall the firm's liability include any special, consequential, incidental, or exemplary damages or loss, including any lost profits, savings, or business opportunity.

## **24. Litigation**

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary.

## **25. E-mail and Other Electronic Communication**

We may communicate with you and/or store engagement data via email, cloud platforms, or other digital means. We and any of our third-party vendors will maintain reasonable measures to safeguard communications and engagement data in those environments. Notwithstanding those measures, there exist inherent risks that engagement data may be breached, and in the specific case of email, that messages may be undelivered, or intercepted or used by, disclosed to, or shared with an unintended third party. You accept those risks and authorize us to proceed with the above digital activities. Further, we advise you to make use of SafeSend Exchange as the most secure means of digitally transmitting to us your confidential, proprietary, and personally-identifiable information. You agree to hold us harmless as to any adverse

consequence you may sustain as a result of sharing your data with us not in accordance with our advice, or from any other data breach in connection with this engagement, except to the extent determined to have been caused by our gross negligence or willful misconduct. In the event of a data breach, each of us agrees to notify the other in the most expedient time possible and without unreasonable delay.

## **26. Use of Third-Party Service Providers**

The firm may from time to time, and depending on the circumstances, use certain third-party service providers to assist in serving your account, but these preparers will not make substantive decisions concerning your return. We may share your tax return information with these service providers, but 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 take reasonable precautions to determine that third-party service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In appropriate circumstances, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such third-party service providers.

## **27. Third Party Claims**

In the event that we are or may be obligated to pay any cost, settlement, judgement, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us at your cost (with counsel of our choosing), and hold us harmless as against such obligations.

## **28. Contract**

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

## **29. Withdrawal**

We have the right to withdraw from this engagement, in our discretion, if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts. You also have the right to withdraw from this engagement at any time. A withdrawal by either party will release Kirsch CPA Group, LLC from any future obligation of any type and will constitute completion of our engagement. You agree to compensate us for the time and out-of-pocket expenses through the date of our withdrawal. Both parties agree that if they wish to withdraw from the engagement, a minimum of 30-day written notice will be communicated.