

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, state, and local Trust or Estate tax returns for calendar year 2025 and calculate the 2026 estimated tax payments if needed (tax planning for 2026 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 notify 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.

You are responsible for the proper recording of transactions in the books of accounts, the safeguarding of assets, the substantial accuracy of the financial records, and fully and accurately disclosing all relevant facts affecting the return(s) to us. Fiduciary accounting income is determined in accordance with the terms of the governing instrument and the fiduciary's interpretation under local law, which is purely a legal matter.

We may provide you with checklists or other documents requesting specific information. Completing those forms will assist us in making sure you are well served. 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. 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 4, 2026. 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, 2026. If we are not able to complete your return by the deadline, we will file an extension on your behalf.

## 5. Bartering Transactions & Deductions

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 travel and meal expenses and expenses for business usage 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 any 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 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 indicate otherwise, we will check the box that authorizes 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**

If 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. Time to resolve tax notices will be billed extra at our hourly rates. Our fees for this engagement are not contingent on the results of our services. All fees are due and payable upon presentation of our invoice to you.

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. In the absence of a written objection to any invoice within 30 days of the invoice date, you will be deemed to have accepted and acknowledged, as correct, the services rendered as described in the invoice and the value thereof. Invoices unpaid 45 days past the billing date may be deemed delinquent, and are subject to a late fee of 1.0% per month.

In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees. If we elect to terminate our services for nonpayment, or any other reason provided for in this letter, our engagement will be deemed to have been



completed upon written notification of termination, even if we have not completed our services 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 expensed 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.

#### **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 will 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. Dispute Resolution**

You agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to arbitration, litigation or some other dispute resolution procedure, be submitted to mediation and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The mediation is to be administered by a mediator, to be agreed upon by the parties involved, within Butler County, Ohio, and any ensuing litigation shall be conducted within said

county, according to Ohio law. 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. 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.

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.

#### **22. 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.

#### **23. 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. In the specific case of email, that messages may be undelivered, or 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.

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.

#### **24. AI Technology**

As part of our commitment to deliver high-quality and innovative solutions, we may utilize advanced technologies, including but not limited to ChatGPT and other artificial intelligence (AI) tools, in creation and development and of your deliverables. These AI tools assist in enhancing efficiency, accuracy, and creativity in our services. All outputs generated by AI are reviewed and vetted by our staff to ensure they meet our high standards and your specific requirements. Data provided by you for the purpose of creating deliverables may be processed through AI tools and is confined to our secure internal cloud infrastructure, maintaining confidentiality and security. Kirsch CPA Group ensures that all data handling complies with our privacy policy and applicable data protection laws.

While these tools significantly enhance our ability to analyze data, streamline processes, and ensure compliance with regulatory standards, insights and results generated by these technologies are dependent on the quality and completeness of the data provided. Therefore, these tools are used as a complement to, rather than a replacement for, traditional procedures and professional judgment. Any limitations and liability associated with AI tools will be governed by the general limitations and liability clauses in these Terms and Conditions.

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

The firm may from time to time, and depending on the circumstances, use third-party service providers to assist in preparing your return(s), 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.

#### **26. 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.

#### **27. 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.

#### **28. 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 obligation to complete your return and will constitute completion of our engagement. You agree to compensate us for our 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.