



2022 BUSINESS INCOME TAX ENGAGEMENT LETTER

Dear Client:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared, to confirm the following arrangements.

We will prepare your 2022 federal and state income tax returns from information that you will furnish us. We will prepare the state return for the state in which the business is physically located. If the business has taxable activity in another state, it is your responsibility to provide our office with the information necessary to complete the required filings in that state.

The returns will be prepared based on the laws in effect at the time of preparation. We are not responsible for any retroactive law changes made by the federal or state governments after the returns have been prepared. 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 need you to supply us with your businesses final year-end accounting records. Should you not have records that allow us to prepare the returns; accounting services will be provided at our standard rates, to facilitate the preparation of the returns.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, cancelled checks, logbooks, receipts and other data that form the basis of income and deductions as required by law. 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 you sign them.

Our work, in connection with the preparation of your income tax returns, does not include any procedures designed to discover defalcations or other irregularities, should any exist. This engagement will not guarantee that errors, fraud, or illegal acts will be detected. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the income tax returns. You understand that we will not audit or otherwise verify any information, that we may require clarification or additional information, that we are not responsible for disallowed deductions, or the inclusion of additional unreported income or any resulting taxes, penalties or interest.

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. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

Please provide your information to us by **February 15, 2023**. While we will do our best, we cannot guarantee completion of your returns by the filing deadline if your complete information is not received by our office by that date. The filing deadline for the S-corporation and Partnership returns is March 15, 2023. Our focus will be to prepare your returns timely, which includes timely filings prior to the extended due date.

You agree that in the event your return cannot be completed by the due date, it may be necessary for us to apply to extend the due date. If an extension of the time is required, any tax that may be due with your return must be paid with that extension. We will file an extension if necessary for returns in our office, all others must be requested. Any amounts not paid by the filing deadline are subject to interest and late payment penalties when those amounts are actually paid.

Your returns may be selected for examination or inquiry (notices) 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 or inquiries, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred. You understand that in the event of preparer error, you are responsible for additional tax and interest that may be due, but that the extent of our responsibility is to pay any penalty that the IRS or engaged state revenue departments may assess.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting such additional services, our services will be governed by the terms of this engagement letter.

PRIVACY POLICY

All providers of personal financial services are now required by law to inform their clients of their policies regarding privacy of client information. CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy. We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization. For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all situations, we stress the confidential nature of information being shared.

ELECTRONIC COMMUNICATION

In the interest of facilitating our services to you, we may communicate by fax or send electronic email over the internet. Such communications may include information that is confidential to you. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and you consent to our use of these electronic devices. Our fee for these services will be billed upon completion and presentation of the returns. For annual clients the payment of fees is due upon completion, returns will not be electronically filed without payment.

Accounts with a balance due after 60 days could incur a finance charge at a rate of 18% per annum. We reserve the right to suspend or terminate our work due to nonpayment. In the case of non-payment, we will not file any extensions on your behalf. In the event that our work is suspended or terminated as a result of non-payment, you agree that we will not be responsible for your failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines.

Having read and fully understood the engagement letter, I agree to engage The Leary Group, in accordance with the terms indicated. The information I have provided is complete and correct to the best of my knowledge.

ACKNOWLEDGED:

Signature

Printed Name

Company Name

Title

Date