

INDIVIDUAL INCOME TAX RETURN PREPARATION ENGAGEMENT LETTER

Dear Individual Tax Client:

We appreciate the opportunity to work with you. This letter is to specify the terms of our engagement, clarify the nature and extent of the services we will provide, and confirm an understanding of our mutual responsibilities.

We will prepare your **2022 Individual or Joint Federal income tax return, and income tax returns for the state and local taxing authorities** in which you deemed yourself a resident in **2022** (collectively, the "returns").

Certain individuals may be required to electronically file Form 8938, Statement of Specified Foreign Assets, and FinCEN Form 114, Report of Foreign Bank and Financial Accounts ("FBAR"). Failure to file required forms can result in the imposition of both civil and criminal penalties, which may be significant. If you would like to add Form 114 and the FBAR to this engagement, or discuss any foreign related income, financial assets, or obligations, please let us know. A separate engagement letter will be required.

It is your responsibility to provide all the information required to prepare your returns. You acknowledge that you have reported all **2022** income you received including barter, cryptocurrency, consumer-to consumer activity, cash-based revenues and all other income whether received in-person, in-kind, or electronically. We may provide you with an organizer or checklist of information required for the returns, and you represent that the information you provide will be accurate and complete to the best of your knowledge. We will not audit or otherwise verify the information provided, although we may ask for clarification if the information appears to be incorrect, inconsistent, or incomplete. Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover errors or other irregularities, should any exist. **You have the final responsibility for your income tax returns and, therefore, you agree to review them carefully and completely before signing and filing them. Completed returns will be sent to you via our Secure and Encrypted Client Portal, along with filing instructions.**

Tax returns reprocessing: Any additional information or documents provided after the original completion and delivery of your tax return will result in an additional invoice, should we have to revise and re-process your tax returns. Please confirm that the information you are providing is complete and accurate.

Taxpayers are required to maintain all the documents that form the basis of income, deductions, credits and payments shown on the return. You are responsible for the adequacy of all information provided in such documents. You represent that you have such documentation and can produce it, if needed, to respond to any audit or inquiry by tax authorities. In addition, some items have specific substantiation requirements set forth by the IRS (e.g., auto, meals & entertainment, and charitable contributions over \$250, mileage logs etc.). Starting in 2018, the mortgage interest and home equity loans deductions changed and became more restrictive. We may require more information from you in order to deduct mortgage interest on new borrowings in **2022**.

Initials _____

If you have any questions as to the types of records required, please ask us for advice in that regard. Your signature on this letter confirms that we have advised you of the record keeping requirements. You agree to hold harmless our firm and its employees, with respect to any additional tax, penalties, or interest imposed on you by tax authorities resulting from the disallowance of tax deductions due to inadequate documentation.

We will use our judgment to resolve questions in your favor where the tax law is unclear or where there are conflicts between the taxing authorities' interpretation of the law and what seem to be other supportable positions. There may be situations where we are required by law to disclose a position on a tax return. We are not attorneys; therefore, we cannot provide you with a legal opinion on various tax positions. We can, however, advise you of the tax consequences of different positions. We will adopt whatever position you request on your returns so long as it is consistent with our professional standards and ethics. In the event, however, that you ask us to take an unsupported tax position or refuse to make any required disclosures, we reserve the right to withdraw from the engagement without completing or delivering the tax returns. Such withdrawal would complete our engagement and you agree to pay our fees based on time expended at our standard rates plus all out-of-pocket expenses through the date of withdrawal.

Your returns may be selected for examination or audit by tax authorities. In the event of such governmental or state tax examination, we would be pleased to represent you under the terms of a separate engagement.

IRS or State agencies communications: Any request to contact the IRS or a state agency on your behalf regarding your tax return, including your tax refund status inquiry, will be invoiced to you separately.

Tax notices: Any response to tax notices from the IRS or State agencies resulting from the preparation of your tax return may be invoiced to you. We invoice for our time to respond to any tax notices resulting from information not provided to us, or from taxing authorities errors.

Estimated tax payments

You may be required to make quarterly estimated tax payments. We will calculate these payments for the **2023** tax year based upon the information you provide to prepare your **2022** tax returns (the "safe harbor" rule). Updating recommended payments to more closely reflect your actual current year's income is not within the scope of this engagement. If you would like us to provide this service, and we agree to do so, we will confirm this update in a separate agreement.

Tax planning services

Tax planning services are not within the scope of this engagement. During the course of preparing the tax returns identified above, we may bring to your attention potential tax savings strategies for you to consider as a possible means of reducing your taxes in subsequent tax years. However, we have no responsibility to do so, and will take no action with respect to such recommendations, as the responsibility for implementation remains with you, the taxpayer. If you ask us to provide tax planning services, and we agree to provide them to you, we will confirm this engagement in a separate agreement.

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Virtual currency

The IRS considers virtual currency (e.g., Bitcoin) as property for U.S. federal income tax purposes. As such, any transactions in, or transactions that use, virtual currency are subject to the same general tax principles that apply to other property transactions.

If you had virtual currency activity during the tax year, you may be subject to tax consequences associated with such transactions and may have additional reporting obligations. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, virtual currency during the applicable tax year.

Your returns are required to be filed electronically with the IRS. We will provide you with a copy of your final returns for review prior to electronic transmission. The IRS requires that you sign an e-file authorization Form 8879 indicating that you have reviewed the return, it is correct to the best of your knowledge, and you authorize us to submit it electronically. We cannot transmit any return until we have the appropriate signed authorizations. E-filing of state returns vary by tax authority. If e-file is not available by your state taxing authority, paper copies will be provided for you to sign and mail.

Our fees are payable upon delivery of the tax returns. We will not electronically file your tax returns until our fees have been fully paid. As a result, we cannot accept your signed Forms 8879 without payment of our invoice. Please pay your invoice first, and then submit to us your signed Forms 8879. You may terminate this engagement at any time. Should you do so, however, we will request payment for any time incurred in the preparation of your returns. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent, the guidance of our professional standards, or for any other reason. **Interest will accrue and be billed at the annual rate of 20% until the balance is paid in full.** In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for the costs of collection, including attorneys' fees and court costs if an action is filed. We will notify you in advance of any decision by us to withdraw, and will take all reasonable steps to assist in the orderly transfer of your tax services. Otherwise, this engagement will be considered complete upon acceptance of your e-filed returns by the tax authorities. In the event that your returns are not eligible to be e-filed, you will have final responsibility for mailing your returns to the applicable taxing authorities.

Due to the high volume of tax returns prepared by our firm during tax season, the information needed to complete your tax returns must be received no later than March 17, 2023, so that your returns may be completed by the original filing due date of April 17th.

Extensions will be automatically filed for all returns if the documents are received or are incomplete after **March 17, 2023**. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. **If you require an extension of time to file your return, please remember that any tax due must be paid by the filing due date of 04/17/23 with that filed extension. If you need to file an extension we must be notified in writing. Any taxes not paid by the filing deadline of 04/17/23 will be subject to late payment penalties and interest.**

Initials _____

Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines. **We DO NOT automatically file tax extensions for our clients. You must notify us in writing, email, or fax if you wish us to file an extension, and the notification should include your estimate of any balance due with the extension.**

We may provide you informal tax advice during the course of the year. Unless this tax advice is in a separate engagement and in writing, this advice cannot be relied upon to make tax decisions.

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, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

You agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that you will engage in the mediation process in good faith once a written request to mediate has been given by either party to the engagement.

If, after full consideration, if so desired, you agree to authorize us to prepare your personal income tax returns pursuant to the terms set forth above, please execute this letter on the line(s) below designated for your signature(s), initial all pages, and return the executed letter to us. You should keep a copy of this fully executed letter for your records. If this firm does not receive from you this letter, in fully executed form, but receives from you a completed copy of the client questionnaire and/or organizer, and/or supporting documentation, then such receipt by this office shall be deemed to evidence your acceptance of all of the terms set forth above and we will commence with the tax return preparation process, and we will bill you accordingly for the services rendered. **HOWEVER, UNDER NO CIRCUMSTANCES SHALL WE SIGN OR E-FILE A COMPLETED TAX RETURN OR PREPARE AN EXTENSION UNTIL WE RECEIVE FROM YOU THIS SIGNED ENGAGEMENT LETTER.**

Timing of the Engagement: We expect to begin our services upon receipt of this executed Agreement, and other supporting data agreed to above. Our services will conclude upon the earlier of:

- the filing and acceptance of your **2022** tax returns by the appropriate tax authorities and mailing or delivery of non-electronically filed tax returns (if any) to you for your review and your filing with the appropriate tax authorities,
- written notification by either party that the engagement is terminated, or
- 6 (six) months from the execution date of this Agreement.

Initials _____

IMPORTANT TAX INFORMATION NEEDED TO COMPLETE YOUR TAX RETURN:

1. Please note below if you received, sold, sent, or exchanged any financial interest in any Virtual currency Yes/No_____ Initials_____
2. Please include health insurance coverage info with your documents if you received form 1095-A from your provider (Self-employed or non-employer based insurance coverage). If you do not have any insurance coverage, we will need to know that as well. Insurance coverage Yes/No_____ Initials_____.

Please make sure that all your information is correct and complete. Any inaccuracies will result in reprocessing for e-filing or an IRS Tax Notice. Reprocessing and/or Tax Notice Resolution fees start at \$250. Initials _____

If the foregoing is in accordance with your understanding, please sign and initial the enclosed copy of this letter in the spaces indicated and return it to us along with your tax information.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to work with you.

Very truly yours,

NSO AND COMPANY
NINA SIDIBE, CPA, MBA
PRINCIPAL

Accepted by:

Taxpayer (parent, if return is for a child under 18) Spouse (**required** for joint returns)

Date

Date

Initials_____