

We appreciate the opportunity to work with you. This letter is to outline the terms of our engagement to provide tax services to your company for the year ended **12-31-2022**, clarify the nature and extent of the services we will provide, and to confirm an understanding of our mutual responsibilities.

As part of our engagement, we will prepare your **2021 Federal and State Corporation income tax returns** from information provided by you. The company is responsible for providing us with all information necessary to identify all states and localities in which it conducts business or derives income.

Certain entities 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. 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. You acknowledge that you have reported all **2022** income your received including barter, crypto-currency, consumer-to consumer activity, cash-based revenues and all other income whether received in-person, in-kind, or electronically. 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 the income tax returns and, therefore, you should review them carefully and completely before you sign and file 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.

Bookkeeping assistance

We may deem it necessary to provide you with accounting and bookkeeping assistance solely for the purpose of preparing the income tax returns. These services will be performed solely in accordance with the AICPA Code of Professional Conduct. We will request your approval in writing before rendering these services. **Additional charges will apply for such services.**

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Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. You should retain all documents that provide evidence and support for reported income, credits, and deductions on your returns, as required under applicable tax laws and regulations. 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. You agree to hold harmless our firm and its employees, or assigns with respect to any additional tax, penalties, or interest imposed upon you by tax authorities resulting from the disallowance of tax deductions due to inadequate documentation.

Personal expenses

You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, entertainment, vehicle use, gifts, and related expenses are supported by necessary records required by the IRS and other tax authorities. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.

Tax planning services

Our engagement does not include tax planning services. 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, we will confirm this representation in a separate engagement letter.

State and local filing obligations

You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you of this responsibility in writing and ask you to contact us. If you ask us to prepare these returns, we will confirm this representation in a separate engagement letter.

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.

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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.

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 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 tax examination, we would be pleased to represent you under the terms of a separate engagement.

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.

Your returns will be 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-C** 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-C without payment of our invoice. Please pay our invoice first, and then submit to us your signed Forms 8879-C. 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. **20% interest will accrue on any outstanding balance until it's 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

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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 1st so that the returns may be completed by the original filing due date of March 15th.

It may become necessary to apply for an extension of the filing deadline if there are unresolved tax issues or delays in processing, or if we do not receive all of the necessary information from you on a timely basis. 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. An extension of time to file does not extend the due date of taxes due on the return. **All taxes owed are due by the original filing due date.** 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 if applicable.

Extensions will be automatically filed for all returns if the documents are received or are incomplete after **March 1, 2023**.

We may provide you informal tax advice during the course of the year. Unless said 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 corporation 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-**

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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

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.

Would like us to prepare your 2023 Business Tangible Personal Property Tax Return (PPT)? (Yes/No) _____ Initial _____

Very truly yours,

NSO AND COMPANY

NINA SIDIBE, CPA, MBA
PRINCIPAL

Accepted by:

Signature Company

Date Title

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