

Young & Company CPAs, LLP

Dear Client:

We appreciate the opportunity to work with you. To minimize the possibility of a misunderstanding between us, we are setting forth pertinent information about the services we will provide for you.

Returns We Will Prepare

We will prepare your 2024 Federal and State Non-profit tax returns from the information you furnish us. We will not audit or otherwise verify the data you submit, although we may ask you to clarify some of the information and we will advise you on income tax matters as to which you specifically request our advice.

This Firm is responsible for preparing only the returns listed above. If you need us to file a New York CHAR500 for 2024, there will be an additional charge. If there are additional states you are required to file in for 2024, you are responsible for notifying us of the additional filing requirements. **(Initial _____)**

This Engagement Letter covers the preparation of your non-profit income tax returns only. Filing requirements for non-profit organizations can extend beyond the preparation of income tax returns and may include payroll returns, sales tax returns (including use tax on business purchases subject to sales tax for which no sales tax was paid at the time of purchase), 1099s, etc. If you need assistance meeting other filing requirements for your organization, please notify us so that a separate engagement can be agreed upon. Otherwise, we will assume that you are handling any additional filing requirements yourself.

We will not audit or verify the data you submit, although we may ask you to clarify it, or furnish us with additional data. Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the income tax returns.

Management is responsible for the design, implementation, and administration of applicable policies that may be required under the Affordable Care Act or any state-specific health mandate. Young & Company CPAs LLP is not rendering any legal services as part of our engagement, we will not be responsible for advising you with respect to the legal or regulatory aspects of your company's compliance with the Affordable Care Act or any state-specific health mandate.

Young & Company CPAs LLP will not be responsible for advising you with respect to classification of employees versus independent contractor status as part of our services. If you have any questions with such issues, we strongly encourage you to consult with legal counsel experienced in employment practice matters.

Our engagement is limited to preparing your non-profit income tax returns. Our Firm will not determine your eligibility for the Employee Retention Credit (ERC) and/or other COVID-19 related tax credits for paid leave by small and midsize business under the American Rescue Plan Act of 2021, COVID-related Tax Relief Act of 2020, or The Families First Coronavirus Act- FFCR. If you think you may be eligible for the Employee Retention Credit and/or other tax credits for paid leave, you should contact your payroll company to discuss it in greater detail.

You are also confirming that you will furnish us with all the information required for preparing the returns.

Information Required and Records You Need to Keep

You confirm that you will furnish us with all the information required for preparing the returns. This includes, but is not limited to, providing us with the information necessary to identify (1) all states and foreign countries in which you "do business" or derive income (directly or indirectly), (2) the extent of business operations in each relevant state and/or country,

(3) all the members of the board of directors and if the members of the board are related parties, (4) all the information on donations from any individual and/or entity exceeding \$5,000 in the year.

For the limited purpose of preparing the above-mentioned tax returns, you have provided us with your accounting records and/or QuickBooks files. By your signature below, you understand that we are not responsible for the accuracy and completeness of your company's books and records. Accordingly, we will not advise you regarding the proper recording or appropriateness of the underlying transactions in your QuickBooks files.

It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns. If you do not maintain proper documentation to support your claimed deductions, the deductions may be disallowed in the event of an audit resulting in additional tax due as well as penalties and interest. It is also your responsibility to carefully examine and approve your completed tax returns before signing them. We are not responsible for the disallowance of deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.

E-filing of Your Returns

Taxing authorities now require us to electronically file all Federal and New York State individual income tax returns ("e-filing"). We will provide you with a copy of the income tax returns for your review prior to electronic transmission. After you have reviewed the returns, you must provide us with a signed authorization indicating that you have reviewed the return and that, to the best of your knowledge, you feel it is correct. We cannot transmit the returns to the taxing authorities until we have the signed authorization. Therefore, if you have not provided our Firm with your signed authorization by May 13, 2025 (two days prior to the deadline – 12/31 Calendar year end)) we will place your return on extension, even though it might already have been completed. In that event, you will be responsible for ensuring that any payment due with the extension is timely sent to the appropriate taxing authorities. You will also be responsible for any additional costs our firm incurs arising from the extension preparation. Finally, please note that although our Firm will use our best efforts to ensure that your returns are successfully transmitted to the appropriate taxing authorities, we will not be financially responsible for electronic transmission or other errors arising after your return has been successfully submitted from our office. Historically, due to the large volume of e-file transmissions, the taxing authorities have had challenges for tax returns filed on the due date of that tax return.

Tax Law

In 2018, a Supreme Court Ruling in South Dakota v. Wayfair, Inc. ("Wayfair") significantly impacted businesses that engage in out-of-state sales (i.e., remote sales). Wayfair opened the door for other states to redefine what is deemed to be "sufficient contact" from a physical presence standard to a much broader standard that looks at a business's economic presence ("economic nexus") in a given state. How this may impact your business depends on the individual states from which you derive sales and whether they have adopted an economic nexus standard. As our engagement is limited to preparing the returns specified above, our Firm is not rendering any services designed to assess your sales and use tax risks and potential exposure to substantial ("economic") nexus. By your signature below, you understand and acknowledge that you are responsible for compliance with applicable rules associated with the collection and remittance of sales and use tax for the various states in which you do business. If you require our assistance to assess your sales and use tax exposure and how the Wayfair decision may impact your business, please let us know. Any additional services will be covered under a separate engagement letter.]

If your organization has employees working remotely in another locality, state and/or foreign country, even on a temporary basis, your company may be viewed as having "nexus" in that location for tax purposes. By your signature below, you understand that management is responsible for tracking the locations where company employees live and work and determining the tax compliance requirements in those respective locations. If you require our assistance to assess your potential tax exposure in locations other than your normal place of business where you may have employees residing, please let us know. Any additional services will be covered under a separate Engagement Letter.

Foreign Bank Accounts

If you and/or your entity have a financial interest in, or signature authority over, any foreign accounts, you may be subject to certain filing requirements with the U.S. Department of the Treasury, in addition to the IRS. Filing requirements may 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).

The filing deadline for the Report of Foreign Bank and Financial Accounts (FBAR) required by the U.S. Department of the Treasury is April 15th and follows the federal income tax due date guidance, which notes that if the tax due date falls on a weekend or legal holiday, the form is considered timely filed if filed on the next business day. An automatic six-month extension is available. Electronic filing of the FBAR is mandatory using the Bank Secrecy Act (BSA) e-filing system for the Financial Crimes Enforcement Network (FinCEN). We must receive a signed consent form from you prior to submitting the foreign reporting form. If we do not receive your signed authorization to file your foreign reporting form, we will not be able to file any of the required disclosure statements on your behalf.

Additionally, the IRS requires information reporting on foreign interests or activities under applicable IRC sections and related regulations, and the respective IRS tax forms are due when your 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 have any direct or indirect foreign interests that require disclosures to the IRS, you must provide us with the information necessary to prepare the applicable IRS forms.

Failure to timely file the appropriate forms with the U.S. Department of the Treasury and the IRS may result in substantial civil and/or criminal penalties. By your signature below, you agree to provide us with complete and accurate information regarding any foreign accounts that you and/or your entity may have had a direct or indirect interest in, or signature authority over, during the above referenced tax year. The foreign reporting requirements are very complex, so if you have any questions regarding the application of the U.S. Department of the Treasury and/or the IRS reporting requirements to your foreign interests or activities, please ask us for advice in that regard. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

Virtual / Crypto Currency and Taxes

Please note that the Internal Revenue Service (“IRS”) considers virtual/crypto currency and/or digital assets (e.g., Bitcoin) as property for U.S. federal tax purposes. If you own any own virtual/crypto currency and/or have, any transactions in, or transactions that use, virtual/crypto currency are subject to the same general tax principles that apply to other property transactions. If you had virtual currency activity during the 2024 tax year, you may be subject to tax consequences associated with such transactions and may have additional foreign reporting obligations.

By your signature below, you agree to provide us with complete and accurate information regarding any ownership of, transactions in, or transactions that have used, virtual/crypto currency during the applicable tax year. Please ask us for advice if you have any questions regarding the type of records required for virtual currency transactions.

Other Matters

We may, from time to time, and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers and/or third-party USA based tax preparers some of whom may be cloud-based, but we 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. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the Firm makes no warranty, expressed or implied, on the security of electronic data transfers.

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client’s CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S.

990 Engagement Letter

Government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as emails can be 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 to and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery 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 sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Our Records Retention Policy

It is our policy to keep records related to this engagement for 7 years. However, Young & Company CPAs, LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. With your signature below, you acknowledge and agree that upon the expiration of the 7-year period Young & Company CPAs, LLP shall be free to destroy our records related to this engagement.

Our Fees

Fees for our services will be at our standard rates plus out-of-pocket expenses. Payment for service is due when the returns have been completed and prior to Young & Company CPAs, LLP electronically transmitting your tax return. We are responsible for preparing only the returns listed above. We are not responsible for Internal Revenue Service disallowance of doubtful deductions or deductions unsupported by adequate documentation nor for resulting taxes, penalties, and interest.

Our fee does not include responding to inquiries or examination by taxing authorities. However, we are available to represent you. Our fees for such services are at our standard rates and would be covered under a separate Engagement Letter.

Payment Methods

For your convenience, we accept cash, check and all major credit cards. A \$20 NSF fee will be charged for all returned checks.

Alternative Dispute Resolution

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and

990 Engagement Letter

related services disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association except that under all circumstances the arbitrator must follow the laws of New York. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

By your signature below, you understand and agree that management is responsible for the accuracy and completeness of the records, documents, explanations, and other information provided to us for purposes of this engagement. You have the final responsibility for the returns and, therefore, you should review them carefully before you sign them. You agree that our Firm is not responsible for a taxing authority's disallowance of deductions or inadequately supported documentation, nor for resulting taxes, penalties, and interest.

Because of the importance of oral and written management representations to the effective performance of our services, your organization releases and indemnifies our Firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

If the above fairly sets forth your understanding, please sign the enclosed copy of this letter and return it to us. Please note that you are affirming to Young and Company CPAs, LLP your understanding of, and agreement to, the terms and conditions of this Engagement Letter by any one of the following actions: returning your signed engagement letter to our Firm, providing your income tax information to us for use in the preparation of your returns, the submission of the tax returns we have prepared for you to the taxing authorities, or the payment of our return preparation fees.

We will be pleased to discuss this letter with you at your convenience. If the foregoing is acceptable to you, please sign in the space below.

Very truly yours,

Young & Company CPAs, LLP // David G. Young, CPA David Young

Accepted:

Signature _____ Client Name _____

Officer Name: _____ Date _____