

S-Corporation Engagement Letter

Young & Company CPAs, LLP

Dear Tax Client:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the tax services we will provide. Please read this letter carefully as it is important to both Young & Company CPAs LLP and your organization that you understand and accept the terms under which we have agreed to perform our services, as well as management's responsibilities under this agreement

Returns We Will Prepare

We will prepare your 2024 Federal and State S-corporation income 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. We will prepare the same state returns as were prepared in 2024. If there are additional states you are required to file in for 2024, you are responsible for notifying us of the additional filing requirements.

This Engagement Letter covers the preparation of your corporation income tax returns only. Filing requirements for businesses 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 business, 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. By your signature below, you are confirming to us that unless we are otherwise advised, the travel, entertainment, gifts, and related expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice in that regard.

We must receive all information to prepare your returns by February 15, 2025, to ensure that your returns will be completed by March 15, 2025. Management understands that all individual shareholders are responsible for submitting their individual K-1 and, if applicable, K-3 to their own tax preparers for inclusion with their individual tax returns.

If we have not received all your information by February 15, 2025, we cannot guarantee that your returns will be completed before the deadline. If we are unable to complete the returns, we will assume that you want us to prepare an extension of time to file your returns; however, you will need to provide us with an authorization before we can file the extension on your behalf. You should keep in mind that this would be an extension of time to file the returns; however, any tax estimated to be due would need to be paid with the extension request. We assume no liability for late filing or late payment penalties.

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. 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) if you have foreign shareholders, (4) any information on foreign financial accounts, and (5) any information on virtual currency/digital assets.

For the limited purpose of preparing the above-mentioned tax returns, you have provided us with your monthly 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

S-Corporation Engagement Letter

S-Corporation Engagement Letter

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 March 13 (two business days prior to the deadline) 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 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

You are confirming 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) all states and foreign countries in which employees “reside” (including employees whose foreign or out-of-state residency is temporary); and (3) the extent of business operations in each relevant state and/or country. We will not audit or verify the data you submit, although we may ask you to clarify it, or furnish us with additional information. You should retain all the documents, books, and records that form the basis of your income and deductions. The documents may be necessary to prove the accuracy and completeness of the returns to a taxing authority. If you have any questions as to the type of records required, please ask us for advice in that regard.

We will use our professional judgment in preparing your returns. Given the magnitude of recent tax law changes including, but not limited to, modifications to certain economic tax relief provisions that were part of recent U.S. stimulus packages, as well as some new tax concepts introduced in the law, additional stated guidance from the taxing authorities and possibly from Congress in the form of technical corrections or revisions to certain income tax provisions may be forthcoming. We will use our professional judgment and expertise to assist you given the guidance as currently promulgated at the time our services are rendered. Subsequent developments issued by the applicable tax authorities may affect the information we have previously provided, and these effects may be material. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will share our knowledge and understanding of the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, if it is consistent with the codes, regulations, and interpretations that have been promulgated.

If a taxing authority should later contest the position taken, there may be an assessment of additional tax, interest, and penalties. We assume no liability for any such assessment of additional tax, penalties, or interest. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable for any damages that occur because of our Firm ceasing to render services.

The law provides for a penalty to be imposed where taxpayers make a substantial understatement of their tax liability. Taxpayers may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) there was a reasonable basis for the position taken on the return and the relevant facts affecting the item’s tax treatment were adequately disclosed on the return. You agree to advise us if you wish disclosure to be made in your returns or if you wish for us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

If your business 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. If a business is deemed to have “nexus” for that location, the business may be obligated to pay additional franchise, income, sales or use tax; payroll or other business tax; and to comply with other tax or reporting requirements. 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.

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.

S-Corporation Engagement Letter

S-Corporation Engagement Letter

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 regarding such issues, we strongly encourage you to consult with legal counsel experienced in employment practice matters.

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.

The IRS is doing more to enforce the rule on reasonable compensation for the S Corporation shareholders. The instructions for Form 1120S, U.S. Income Tax Return for an **S Corporation** state, "Distributions and other payments by an **S corporation** to a **corporate** officer must be treated as wages to the extent the amounts are **reasonable compensation** for services rendered to the **corporation**." It is your responsibility as an S corporation shareholder to ensure you have and are taking reasonable compensation. **Initial** (_____)

Sales Tax **Initial** (_____)

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 income tax 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.

Foreign Bank Financial Accounts and Investments **Initial** (_____)

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 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 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.

If you and your entity are involved with or owned one or more foreign trusts or you have received bequests or gifts from a foreign individual, you will be required to file Form 3520. The filing of Form 3520 is a separate filing and is beyond the scope of this engagement. If you fail to file Form 3520 or file the form with missing or incorrect information, penalties will be assessed by the IRS.

Virtual / Crypto Currency and Taxes **Initial** (_____)

Please note the Internal Revenue Service ("IRS") considers virtual currency (e.g., Bitcoin) and other digital assets (e.g., NFTs) as property for U.S. federal tax purposes. As such, any transactions involving cryptoassets or transactions that use or exchange virtual

S-Corporation Engagement Letter

currencies are subject to the same general tax principles that apply to other property transactions. If you had any cryptoasset or 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.

Corporate Transparency Act (“CTA”)

Initial (_____)

Starting in 2024, the Corporate Transparency Act (“CTA”) mandates certain entities (primarily small and medium-size businesses) created in or registered to do business in the United States report information about their beneficial owners—the individuals who ultimately own or control a company—to the Financial Crimes Enforcement Network (“FinCEN”). If your individual return includes business, you are responsible for compliance with the CTA, if applicable, and for ensuring that any required reporting of beneficial ownership information is timely filed with FinCEN as required by the CTA. As Young & Company CPAs LLP is not rendering any legal services as part of our engagement, we will not be responsible for advising you regarding the legal or regulatory aspects of your compliance with the CTA, nor are we responsible for the preparation or submission of beneficial ownership information reports to FinCEN. If you have any questions regarding compliance with the CTA, including but not limited to whether an exemption may apply to your business or to ascertain whether relationships constitute beneficial ownership under CTA rules, we strongly encourage you to consult with qualified legal counsel experienced in this area.

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. 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 any and 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

S-Corporation Engagement Letter

S-Corporation Engagement Letter

by any government or regulatory agencies. By 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. **If we have not received payment within 15 days of our invoice, all work will be suspended until your account is brought current.** You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

We are responsible for preparing only the returns listed above. Our fee does not include responding to inquiries or examination by taxing authorities.

However, we are available to represent you. In addition, in the event our Firm or any of its employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this Firm, or any documents and work papers prepared by Young and Company CPAs, LLP in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents. Our fees for such services are at our standard rates and would be covered under a separate engagement letter. **Initial** (_____)

We offer pre-paid audit representation services that will cover the cost of responding to inquiries of examinations by taxing authorities. The cost of this service is 25% of the cost of your income tax return preparation fee and you must be approved by a partner to be able to purchase the prepaid audit representation services.

Accept / Decline _____

Payment Methods

For your convenience, we accept cash, check, ACH, 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 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 Young & Company CPAs LLP is not responsible for a taxing authority's disallowance of deductions or inadequately supported documentation, nor for resulting taxes, penalties, and interest.

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 the in the space below.

Very truly yours,

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

Signature _____ Client Name: _____ Officer Name: _____ Date: _____

S-Corporation Engagement Letter