

# Young & Company CPAs, LLP

Dear Tax Client:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the tax services we will provide. It is important to both Young & Company CPAs, LLP ("Firm," "we," "us," or "our") and the undersigned entity ("Client," "Company," "you," or "your") that you understand and agree to the terms of this engagement and Management's responsibilities.

For purposes of this engagement, "Management" refers to the Company's officers, owners, or other individuals responsible for the Company's decisions, records, and compliance obligations.

## **Tax Services – Returns We Will Prepare**

We will prepare the Company's 2025 federal and applicable state C-corporation income tax returns based solely on information you provide. We do not audit, examine, or verify the information submitted, although we may request clarification. Our responsibility is limited to preparing the returns specifically identified in this engagement and advising on income tax matters only as specifically requested.

Unless otherwise agreed in writing, we will prepare the same state returns filed in the prior year. You are responsible for notifying us of any additional state or jurisdictional filing requirements.

This engagement is limited to C-corporation income tax return preparation. Other filings, including payroll, sales and use tax returns, information returns (e.g., Forms 1099), and regulatory filings, are excluded unless expressly agreed to in a separate written engagement. Services not expressly described in this letter are outside the scope of this engagement.

All information must be received by March 15, 2026, to meet filing deadlines. If information is received after that date, timely completion cannot be guaranteed. Extensions will be filed only with your authorization. An extension does not extend the time to pay, and we assume no responsibility for penalties or interest arising from late filing or payment.

## **Information Required and Client Responsibilities Initial (\_\_\_\_)**

You agree to provide all information necessary to prepare complete and accurate tax returns, including information required to identify:

- All states and foreign countries in which the Company does business or derives income.
- The nature and extent of business operations in each jurisdiction.
- Any foreign shareholders, foreign accounts, or foreign interests; and
- Any ownership of, or transactions involving, virtual or digital assets.

Our work is limited to the information you provide. We will not audit or verify such information and do not perform procedures designed to detect fraud or other irregularities.

You are responsible for maintaining adequate documentation to support all amounts reported on the returns and for reviewing and approving the completed returns prior to filing.

## **Indemnification Initial (\_\_\_\_)**

You agree to indemnify, defend, and hold harmless Young & Company CPAs, LLP and its partners, employees, and agents from and against any and all claims, liabilities, damages, losses, penalties, interest, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to inaccurate, incomplete, or misleading information or representations provided by you or by third parties acting on your behalf, except to the extent finally determined by a court of competent jurisdiction to have resulted from our willful misconduct.

## **Electronic Filing Initial (\_\_\_\_)**

Taxing authorities require C-corporation income tax returns to be filed electronically. We will provide copies of the completed returns for your review prior to electronic transmission. We cannot electronically file returns without signed e-file authorization.

## C-Corporation Engagement Letter

If signed authorization is not received at least two business days prior to the filing deadline, the returns will be placed on extension. You are responsible for timely payment of any tax due.

We are not responsible for electronic transmission failures or taxing authority system outages after submission.

### **Force Majeure / Government and System Outages**

In addition, we shall not be responsible for delays, failures, or inability to perform services resulting from events beyond our reasonable control, including but not limited to natural disasters, power or internet outages affecting our offices, service providers, or the surrounding area, cyber incidents, governmental actions or closures, or failures or unavailability of federal, state, or local taxing authority systems, electronic filing platforms, or payment systems.

### **Tax Law and Professional Judgment**

You agree to provide all information necessary to prepare complete and accurate C-corporation income tax returns, including information regarding jurisdictions in which the Company does business or derives income, employee work locations (including remote or temporary arrangements), and the nature and extent of business activities. We rely solely on the information you provide and do not audit or verify it. You are responsible for maintaining all supporting records.

We will use our professional judgment in preparing the returns based on applicable tax law and authoritative guidance in effect at the time services are performed, including recent changes enacted under the One Big Beautiful Bill Act (“OBBA”). When tax law is unclear or subject to differing interpretations, we will advise you of available positions and will follow positions you request that comply with applicable law and professional standards. If a taxing authority challenges a position taken, additional tax, interest, and penalties may be assessed, for which we assume no liability. We reserve the right to cease services if requested positions do not meet applicable standards.

The Company may have tax nexus in jurisdictions where employees work or perform services. Management is solely responsible for tracking employee locations and compliance requirements. We do not provide legal services under this engagement and do not advise on employment or regulatory matters, including worker classification.

### **Reasonable Compensation – C-Corporation Shareholders**

The IRS closely scrutinizes compensation paid to C-corporation officers and shareholder-employees. Management is solely responsible for determining reasonable compensation. We assume no responsibility for adjustments, penalties, or interest resulting from IRS determinations in this area.

### **Sales and Use Tax Initial ( )**

New York State and other jurisdictions require businesses to pay sales or use tax on certain purchases made over the internet, by catalog, or from other jurisdictions when the vendor does not charge sales tax or charges less than the applicable state and local sales tax rates. You are responsible for informing us of any additional sales or use tax required to be reported on your New York State income tax return or any other applicable return.

Our engagement is limited to income tax return preparation only. We do not assess sales and use tax compliance, nexus, or exposure under state or local law, including economic nexus standards under *Wayfair*. You are solely responsible for compliance with all sales and use tax laws, including collection and remittance. Our services do not include advising on, monitoring, or ensuring compliance with value-added tax (VAT), goods and services tax (GST), or any similar foreign or domestic indirect tax regimes, unless expressly agreed to in writing.

We assume no responsibility for penalties, interest, or other consequences arising from incomplete or inaccurate information. Sales or use tax services are excluded unless expressly agreed to in a separate written engagement.

### **CTA and New York LLC Transparency Act Initial ( )**

Certain U.S. and foreign entities may be required under the Corporate Transparency Act (“CTA”) to report beneficial ownership information to the Financial Crimes Enforcement Network (“FinCEN”), depending on entity type, jurisdiction, and applicable exemptions.

In addition, the New York LLC Transparency Act (“NY LLC Act”), effective January 1, 2026, imposes similar beneficial ownership reporting requirements on certain limited liability companies registered to do business in New York State. Management is solely responsible for determining applicability, exemption status, and for the timely filing of any required initial, updated, or corrected C-Corporation Engagement Letter

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reports with FinCEN and/or the New York Department of State.

Our firm does not provide legal advice under this engagement and does not advise on, consult regarding, prepare, or submit any reports required under the CTA or the NY LLC Act. We strongly encourage you to consult qualified legal counsel regarding compliance with these laws.

**Foreign Accounts and Interests** Initial (\_\_\_\_)

If the C-corporation has a financial interest in, or signature authority over, any foreign financial accounts, or has direct or indirect ownership or control of foreign entities or interests, it may be subject to reporting requirements with the U.S. Department of the Treasury and the Internal Revenue Service (“IRS”). Our services do not include identifying or investigating undisclosed foreign accounts or interests unless you specifically disclose them to us.

The Report of Foreign Bank and Financial Accounts (“FBAR”) is due April 15, 2026, with an automatic six-month extension available, and must be filed electronically through FinCEN’s Bank Secrecy Act (“BSA”) e-filing system. We must receive a signed authorization from you before submitting any foreign reporting forms. If authorization is not received, we will not file such forms on your behalf.

Certain foreign ownership interests may require additional IRS informational filings. You are responsible for providing complete and accurate information necessary to prepare any required forms. Failure to timely file required foreign reporting forms may result in substantial penalties. We assume no responsibility for any penalties, interest, or other consequences arising from incomplete, inaccurate, or omitted information related to foreign accounts, foreign interests, or related reporting obligations, including FBAR filings.

**Virtual / Digital Assets** Initial (\_\_\_\_)

The IRS treats virtual and digital assets as property for U.S. federal tax purposes. You agree to provide complete and accurate information regarding any ownership of, or transactions involving, virtual or digital assets. We do not independently verify such information and assume no responsibility for any taxes, penalties, interest, or other consequences arising from incomplete, inaccurate, or omitted disclosures.

**Confidentiality and Privilege**

In connection with this engagement, we may share your confidential information with third-party service providers and/or U.S.-based tax preparers, including cloud-based providers, as necessary to perform our services. We maintain internal policies, procedures, and safeguards designed to protect the confidentiality and security of your information. However, no system of electronic data transmission is completely secure, and we make no express or implied warranty regarding the security of electronic data transfers.

Federal law extends the attorney-client privilege to certain communications between a client and the client’s CPA; however, the privilege applies only to non-criminal tax matters before the Internal Revenue Service (“IRS”) or brought by or against the U.S. government in federal court, and only when the communications relate to tax advice. Communications solely related to the preparation of tax returns are not privileged.

The confidentiality privilege may be waived if the contents of a privileged communication are disclosed to a third party, such as a lender, advisor, or business associate. We recommend that you consult with us before releasing any potentially privileged information.

If we are requested to disclose any privileged communication and disclosure is not legally required, we will not do so until you have had an opportunity to assert the privilege. You agree to reimburse us for all reasonable costs incurred, including legal fees, in connection with efforts to protect privileged communications.

**Our Records Retention Policy**

We will retain records related to this engagement for seven (7) years and do not maintain original client records, which will be returned to you upon completion of our services. After that period, Young & Company CPAs, LLP may destroy its records, and you remain solely responsible for retaining and safeguarding all records for any future governmental or regulatory inquiries.

**Our Fees** Initial (\_\_\_\_)

Fees are based on our standard rates plus out-of-pocket expenses and are due prior to filing. If payment is not received within fifteen (15) days of invoicing, work may be suspended. We are not liable for damages resulting from suspension or withdrawal due to nonpayment. Audit or examination representation is not included and will be covered under a separate engagement.

**Prepaid Audit Representation Services** **Accept / Decline \_\_\_\_\_ (Initial)**

We offer prepaid audit representation services that cover the cost of responding to routine inquiries or examinations initiated by taxing authorities related solely to the tax returns prepared by our Firm under this engagement. Coverage is limited to the initial examination stage and does not include appeals, mediation, litigation, penalty or interest abatement, amended returns, or matters arising from information not provided to us, inaccurate or incomplete disclosures, or issues outside the scope of this engagement. This prepaid audit representation service is not insurance, does not cover any additional taxes, penalties, or interest that may be assessed, and does not guarantee any particular outcome with a taxing authority.

Prepaid audit representation services are available subject to partner approval and are priced at 25% of the income tax return preparation fee.

**Payment Methods**

We accept cash, check, ACH, and all major credit cards. A \$20 NSF fee will be charged for all returned checks or ACH rejects.

**Dispute Resolution, Limitation of Liability, and Client Responsibilities**

Any dispute arising out of or relating to this engagement shall first be submitted to good-faith mediation administered by the American Arbitration Association (“AAA”) under its rules for professional accounting disputes, with mediation costs shared equally by the parties.

Any dispute solely regarding fees charged by Young & Company CPAs, LLP shall be resolved by binding arbitration in accordance with the AAA rules, governed by the laws of the State of New York. By agreeing to arbitration, both parties knowingly waive the right to trial by judge or jury. The prevailing party shall be entitled to reasonable attorneys’ fees and costs, as determined by the arbitrator.

To the fullest extent permitted by law, the total aggregate liability of Young & Company CPAs, LLP for all claims arising from or relating to this engagement, whether in contract, tort, or otherwise, shall be limited to the fees actually paid for the specific services giving rise to the claim. In no event shall Young & Company CPAs, LLP be liable for any indirect, incidental, consequential, special, or punitive damages.

You acknowledge that you are solely responsible for the accuracy and completeness of all information provided to us and that you retain final responsibility for reviewing and approving all tax returns prior to filing. Young & Company CPAs, LLP shall not be responsible for any disallowed deductions, unsupported positions, or for any resulting taxes, penalties, interest, or other amounts assessed by a taxing authority.

If this letter reflects your understanding, please sign and return it. You also acknowledge acceptance of this engagement by providing tax information, authorizing filing, submitting returns, or paying our fees. This engagement letter may be executed electronically, and electronic signatures shall have the same legal effect as original signatures.

We appreciate the opportunity to serve you and look forward to our continued professional relationship.

Sincerely,

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

Accepted:

Signature \_\_\_\_\_ Client/Business Name: \_\_\_\_\_

Officer Name: \_\_\_\_\_ Date: \_\_\_\_\_