

January 24, 2024

## Engagement Agreement – Business Entity Tax Returns

Dear Client,

We are pleased to be able to serve you in preparing your **2023** federal and requested state income tax returns. This letter is to specify and confirm the terms of our engagement with you and to clarify the nature and extent of the services we will provide. Ethical guidelines and our professional liability insurance require this form to be completed- this is to your advantage.

Barringer Sasser, LLP will prepare your **2023** federal and requested state income tax returns from information you will furnish us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of the information provided through our required due diligence. We might furnish you with an organizer and other worksheets to guide you in gathering the necessary information. Your use of an organizer and other worksheets will assist in keeping pertinent information from being overlooked.

### Deadlines for Information Submittal

The Partnership (1065) and S Corporation (1120S) filing deadline is **Friday, March 15, 2024**. The C Corporation (1120) filing deadline is **Monday, April 15, 2024**.

We will need all information at the earliest possible time, but no later than **Monday, February 19, 2023** for Partnerships (1065) and S Corporations (1120S), and **Monday, March 25, 2023** for C Corporations (1120). This is in order to meet the tax return filing deadline.

### Data Integrity

It is your responsibility to provide all the information required for the preparation of complete, comprehensive and accurate tax returns. You should retain all the documents, cancelled checks, and other data that form the basis of income and deductions. These might be necessary to support the accuracy of the tax returns to a taxing authority. Current tax laws state that you have the final responsibility for the income tax returns. You therefore should review them carefully before signing them and/or approving efile authorization.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud and defalcations, which might exist. We will perform accounting and bookkeeping assistance only as determined to be necessary for preparation of the income tax returns. In addition, we will use professional judgment in resolving questions where the tax law is unclear, or where there might be conflicts between the taxing authorities' interpretation of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such issues with you and maintain client advocacy whenever possible.

### Extensions, Tax Payments, Penalties

If an extension of time to file your tax return(s) is required, any tax that might be due with the tax return(s) must be paid with the extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties. All interest and late payment penalties are your responsibility, but we will assist in verifying the accuracy. This includes any additional fees for the extension as well as any penalties and/or interest that might be due because of the late payment.

Should a tax return extension be necessary because-

- required tax documentation and information is not received by the dates above, or
- the complexity of your tax return exceeds our resources during tax season (and discussed with you), or
- your authorization for electronic filing of your tax return is not timely received,

then, Barringer Sasser, LLP shall prepare and electronically file all necessary tax return extensions on your behalf and notify you accordingly. Since failure to file penalties are severe, this authorization is an attempt to minimize associated penalties and interest. By accepting the engagement terms described in this letter **you authorize tax return extensions to be filed** on your behalf should it become necessary as described above.

Tax law provides for various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us.

It is your responsibility to have sufficient amounts of money to pay your taxes so that we can submit your tax returns in a timely manner on your behalf. You understand and acknowledge that you are solely responsible for defending any and all claims and paying any and all damages that might arise out of your failure to sufficiently fund your tax obligations in a timely manner; and/or your request that we delay submission of your tax returns beyond the due date for any reason whatsoever. Moreover, you agree to defend and indemnify Barringer Sasser, LLP against any and all claims arising out of or related to any such circumstances.

### **Prior Years, Examinations**

If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.

Our work in connection with the preparation of the tax return(s) does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to us without any verification by us.

The Internal Revenue Code and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the tax return concerning positions taken on the return that do not meet these standards. Accordingly, we will advise you if we identify such a situation, and we will discuss those tax positions that may increase the risk of exposure to penalties and any recommended disclosures before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit disclosure, we reserve the right to withdraw from the tax services portion of the engagement. Likewise, where we disagree about the obligation to disclose a position, you also have a right to choose another professional to prepare your return. In either event, you agree to compensate us for our services to the date of the withdrawal. Our engagement with you will terminate upon our withdrawal.

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

Certain communications involving tax advice may be privileged and not subject to disclosure to the IRS. **By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice.** Should you decide it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advanced authority to make that disclosure.

Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our time at our normal billing rates, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege.

The return(s) may be selected for review by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in our fees for preparation of the tax return(s).

**Fee Payment, Minimums**

We will bill and you will pay our normal hourly rates for all items related to this engagement, as follows: \$400/hour for Junior Partners; \$275/hour for Associates; \$175/hour for bookkeeping staff; \$100/hour for administrative staff; and, if needed, \$500/hour for Named Partners. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. Your fee can be reduced based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

For new clients, we have a minimum fee based on the date you supply substantially all of the required information to prepare your tax return. Until Monday, February 19, that minimum fee is \$1,250 for Business Entity tax returns. After February 19, 2024 the minimum fee increases by \$250 every week until the due date for your tax return.

Either you or Barringer Sasser, LLP may cancel this engagement at any time by any form of written or electronic notice. If you cancel and we have performed any work prior to our receiving your cancellation notice, you agree to pay us for such work performed based upon our current rate schedule. We may use any deposits or payments already received and apply them to your account.

Very truly yours,  
**BARRINGER SASSER, LLP**

Casey E. Wentz

The engagement terms described in this letter are acceptable and hereby are agreed to. We also agree to the record retention and privacy policies set forth in this letter. Accepted by:

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Tax Matters Person Name, Title

\_\_\_\_\_  
Tax Matters Person Signature

\_\_\_\_\_  
Date

## Consent to Foreign Disclosure of Tax Return Information

Barringer Sasser, LLP is utilizing Intuit's ProConnect Online services platform. Intuit offers the ability to utilize data professional, bookkeeping, and accounting professionals in their global network to assist us with tax return preparation. Many well-known and highly visible accounting firms are offshoring tax return preparation and accounting services. This is partly because of the shortage of qualified accountants in the United States.

Our required disclosure reads-

Federal law requires this consent form be provided to you. Unless authorized by law, we cannot disclose your tax return information to third parties for purposes other than the preparation and filing of your tax return without your consent. If you consent to the disclosure of your tax return information, federal law may not protect your tax return information from further use or distribution.

You are not required to complete this form to engage our tax return preparation services. If we obtain your signature on this form by conditioning our tax return preparation services on your consent, your consent will not be valid.

This consent to disclose may result in your tax return information being disclosed to a tax return preparer located outside the United States, including your personally identifiable information such as your Social Security number (SSN). Both the tax return preparer in the United States that will disclose your SSN and the tax return preparer located outside the United States that will receive your SSN maintain an adequate data protection safeguard (as required by the regulations under 26 U.S.C. section 7216) to protect privacy and prevent unauthorized access of tax return information. If you consent to the disclosure of your tax return information, federal agencies may not be able to enforce United States laws that protect the privacy of your tax return information against a tax return preparer located outside of the United States to whom the information is disclosed.

The duration of this consent will be limited to **2023 tax return preparation only**, unless we are notified in writing to no longer disclose your tax return information. If you approve the disclosure of your tax return information, including your SSN(s), to Intuit ProConnect Online, for purposes of assisting in providing tax return preparation services please indicate below.

- I consent.
- I do not consent.

Should you not provide consent, please be advised that we have **limited resources** and your tax returns might require an extension.

Thank you for permitting us to be of service. We value our relationship with you and hope you view us as your most trusted advisor. We will work to continue earning that trust.

Very truly yours,  
**BARRINGER SASSER, LLP**

Casey E. Wentz

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Business Entity Name

\_\_\_\_\_  
Tax Matters Person Name, Title

\_\_\_\_\_  
Tax Matters Person Signature

\_\_\_\_\_  
Date