

2023 1120S Tax Return Annual Engagement Letter

Date: _____ Client Name _____

1. We, Winfree & Associates, Inc. (the "accounting firm" or "firm"), are pleased to confirm our understanding of the arrangements for your (the "client") income tax return(s). This engagement letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this engagement letter carefully because it is important to both you and our firm that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this engagement letter or believe we have misunderstood what you need, please call us before you sign it.

2. This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on the heirs, successors and assigns of you and us. The Internal Revenue Service imposes penalties on taxpayers, and on us as return preparers, for failure to observe due care in reporting for income tax returns. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom we prepare tax returns to confirm the following arrangements. We will prepare the returns from information which you will furnish to us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. We will furnish you with any questionnaires and/or worksheets that you request to guide you in gathering the necessary information. Your use of such forms will assist us in keeping our fee to a minimum. To the extent we render any accounting and/or bookkeeping assistance, including (but not limited to) telephone calls, letters, emails and 3rd party consultations it will be limited to those tasks we deem necessary for preparation of the returns and will be billed at our standard billing rate of \$250 per hour, billed in ¼ hour increments.

Tax Preparer Responsibilities

3. We will prepare your 2023, and only your 2023 Federal and **Specific State(s)/Cities:** _____ S Corporation Income Tax Form 1120S and the related Federal and **Specific State(s)/Cities** S Corporation Form 1120S income tax return schedules from information you furnish us. We will not audit, review, compile, or otherwise verify the data you submit although we may ask you to clarify some of the information. Our minimum fee to prepare an S Corporation federal tax return is \$1,000, and your fee will be based upon our fee schedule plus any charges incurred as discussed in number 2 above. We are not responsible for ensuring the accuracy of forms provided to you by or prepared by other preparers. ***If you have taxable activity in a country, state, and/or city other than that specifically listed, you are responsible for notifying our firm in writing regarding any other applicable country, state, and/or city and providing our firm with all information necessary to prepare any additional applicable income tax returns for any additional country, state, and/or city that we may agree to prepare. Unless otherwise specifically agreed in writing, we will prepare only those federal, state, and/or city returns specifically listed above, and we will not and have not determined if you have taxability or filing requirements in those countries, states, and/or cities not listed.***

4. We are responsible for preparing only the specific Federal Form 1120 S Corporation income tax forms for the specified years and reporting agencies listed in number 3, above. Any other requested services, forms or other actions on our part require a separate written, signed engagement letter. In the absence of written communications from us documenting such services, our services will be limited to and governed by the terms of this engagement letter. Our services are not intended to determine whether you have filing requirements in taxing jurisdictions other than the one(s) which you have requested in paragraph 3 above. Our firm is available under the terms of a separate written engagement letter to provide a nexus study that will enable us to determine whether any other federal, state, and/or city tax filings are required.

Taxpayer Responsibilities—PLEASE READ CAREFULLY

5. Please note that any person or entity subject to the jurisdiction of the United States (including any individuals, corporations, partnerships, limited liability companies, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having an aggregate value exceeding \$10,000 in a foreign country, shall report such a relationship. Although there are some limited exceptions, filing requirements 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). For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties. ***If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required Income Tax related forms, and penalties may be due, for which we have no responsibility. In the absence of such information being provided we will presume you do not have any foreign assets or financial interests and will not file any applicable disclosure forms without separate written authorization.***

6. If you and/or your entity have a financial interest in any foreign accounts, you are also responsible for filing Form FinCen 114 required by the U.S. Department of the Treasury on or before April 15th of each tax year. US citizens are required to report worldwide income on their US tax return.

7. In addition, currently the Internal Revenue Service, under IRC §6038 and §6046, requires information reporting if you are an officer, director or shareholder with respect to certain foreign corporations (Form 5471); foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472); U.S. transferor of property to a foreign corporation



(Form 926); and, for taxable years beginning after March 18, 2010, if you hold foreign financial assets with an aggregate value exceeding \$50,000 (Form 8938). Therefore, if you fall into one of the above categories **you** may be required to file one of the above listed forms. Failure to timely file may result in substantial monetary penalties. By your signature below, you accept responsibility for informing us if you fall into one of the above reporting categories and you agree to provide us with the information necessary to prepare the appropriate forms. If you have any questions, please ask us for advice in this regard. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms. **Cryptocurrency activity may require reporting on tax returns filed with other countries. We have not determined if such returns are due, nor have we been hired to determine filing requirements or to file any tax returns for foreign countries or localities.**

8. You acknowledge that you have reported all 2023 income you received, including barter, crypto-currency, consumer-to-consumer activity, cash-based revenues, and all other income whether received in-person, in-kind, or electronically. You also confirm that you have or will timely file any applicable required payroll reports, Forms W-2, W-3, and 1099 with the Social Security Administration and IRS for business employees or home-workers.

9. Corporate Transparency Act/Beneficial Ownership Reporting: Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement letter. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

Other Items

10. Our fee does not include responding to inquires or examination by taxing authorities or third parties, for which you will be separately billed for time and expenses involved. However, we are available to represent you and our fees for such services are at our standard rates and would be covered under a separate engagement letter. You agree to immediately notify us upon the receipt of any correspondence from any agency covered by this engagement letter. Please do not respond to or click on any links from emails purportedly from the IRS; the IRS never initiates correspondence via email and any such emails are attempts to steal your identity. Additionally, in order to protect your identity, we will verify your id, birthdate, and social security number when you call or visit our office.

11. It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns, including but not limited to the auto, travel, entertainment, and related expenses and the required documents to support income and expenses for three years from the filing date. If you have any questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest. We will rely upon, without further verification, information you provide to us from 3rd parties including, but not limited to, K1's, 1099's, 1098's, receipts, and similar items. **We DO NOT automatically file tax extensions for 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. We must receive your information by March 1 in order to complete your return in a timely manner and information received after that date may cause your return to be extended and completed after the March 15 due date. Failure to file an extension may make you subject to various penalties and interest.** Additionally, if your return is extended it does not relieve you from paying any tax due on the due date or making quarterly estimated tax payments for the current year. Failure to pay any tax due with the extension or failure to pay quarterly estimated tax payments may make you subject to various penalties and interest.

12. We will use our professional judgment in preparing your returns. 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 explain the possible positions that may be taken on your return. We will adopt whatever position you request on your return so long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. **When a shareholder reduces W-2 income there is also a reduction in earned income reported to the Social Security Administration, which could reduce current and future benefits for the taxpayer and his or her dependents. You acknowledge and agree to the current tax reduction and also acknowledge and agree to the potential negative effects on future social security benefits for each shareholder, their spouse, and dependents.**

13. We are prohibited from providing confidential information or copies to anyone other than you without your specific written authorization. To comply with these regulations we provide all copies of all returns to you in a secure web portal as discussed below. In the interest of maintaining service quality and timeliness, we may use a 3rd party service provider to assist us in the use of technology to facilitate compliance with disclosure and storage of your tax information. We and the 3rd party provider have established written procedures and controls designed to protect client confidentiality and maintain data security.

14. State laws regarding the collection of sales tax by online sellers may require separate registration, collection, filing and payment with many states at very low activity levels. We were not engaged to, nor did we, determine



whether individual state sales tax rules apply to your business. Determination of whether an individual state's sales tax rules apply to your activity are your responsibility unless we have a SEPARATE written engagement letter acknowledging our responsibility to determine or apply sales tax rules for an individual state. Failure to register and file with an appropriate state may expose you to severe penalties.

15. In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution be achieved, or we may resign from the engagement without issuing a report. We will notify you of such conflicts as soon as practicable and will discuss with you any possible means of resolving them prior to suspending our services. Services will be performed in accordance with the Professional Standards set forth by the American Institute of Certified Public Accountants.

16. 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 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 information to a third party.

17. It is our policy to keep records related to this engagement letter for three years after which they are destroyed. **However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement letter. When records are returned to you, it is your responsibility to retain and protect your records for three years for possible future use, including potential examination by any government or regulatory agencies.**

18. In the interest of facilitating our services to you, we utilize a secure web portal. Your use of this portal must comply with our standards of use, and as owners of the portal we retain the right to limit and deny use of the portal for inappropriate purposes. Your access to files maintained on the portal will be terminated no later than 30 days after the earlier of your or our termination of services under this engagement letter or March 15, unless we are notified in writing of your desire to extend your tax return. All confidential information sent to you or third parties (at your direction), as well as the portal will be password protected. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these devices.

19. From time to time during our relationship, you may seek our advice with regard to potential investments. We are not investment advisors. Accordingly, we suggest that you seek the advice of qualified investment advisors appropriate to each investment being considered. We do not and will not advise you regarding the economic viability or consequences of an investment or whether you should or should not make a particular investment.

20. Payments for billings are due upon receipt and billings become delinquent if not paid within 15 days of the invoice date. If you are delinquent in payment your account may be subjected to collection actions and you will become additionally responsible for collection, legal, administrative, court, and any other fees incurred by us in collecting your delinquent account, specifically including attorney fees. If billings are not paid within 30 days of the invoice date, at our election, we may stop all work, at our discretion, until your account is brought current, or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay within 15 days ("timely basis") for services rendered as required by this engagement letter. You further 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 to you for any damages that occur as a result of our ceasing to render services. Our services will conclude upon delivery of the completed income tax returns discussed above or upon our suspension of services or resignation from the engagement.

21. In recognition of the relative risks and benefits of this engagement letter to both the client and the accounting firm, the client agrees, to the fullest extent permitted by law, to limit the liability of the accounting firm to the client for any and all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of the accounting firm to the client shall not exceed the accounting firm's total fee for services rendered under this engagement letter. UNDER NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS ENGAGEMENT LETTER, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, BUSINESS INTERRUPTION OR ANY OTHER SIMILAR LOSS INCURRED BY THE OTHER PARTY IN CONNECTION WITH THIS ENGAGEMENT LETTER OR THE SERVICES PROVIDED BY THE ACCOUNTING FIRM, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. The client and the accounting firm intend and agree that this limitation apply to any and all liability or cause of action against the accounting firm, however alleged or arising, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period to bring a claim against us for errors and omissions. The one-year period will begin upon the date of the tax professional's signature on the tax returns covered by this engagement letter.

22. From time to time various third parties may request that we sign, for you, some verification of income, employment, or tax filing status. Because we were engaged only to prepare your income tax return, without examination, review, audit, or verification, our insurance carriers as well as the state board of accountancy prohibit



us from signing any such document and we suggest that you have the third party send IRS Form 4506 to the IRS to obtain such verification.

23. The parties to this engagement letter agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement letter (except actions by the firm to enforce payment of its professional invoices) will, prior to resorting to litigation, be submitted to mediation and that they will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement letter. Any mediation initiated as a result of this engagement letter shall be administered within the county of Fairfield, Ohio by the American Arbitration Association Mediation Services, according to its mediation rules and any ensuing litigation shall be conducted within said county according to Ohio laws. The results of any such mediation shall be binding only upon agreement of each party to be bound. The cost of any mediation proceeding shall be shared by the parties.

24. Notwithstanding anything contained herein, both the accounting firm and client agree that regardless of where the client is domiciled and regardless of where this engagement letter is physically signed, this engagement letter shall have been deemed to have been entered into at the accounting firm's office located in Fairfield County, Ohio, USA, and Fairfield County, Ohio, USA, shall be the exclusive jurisdiction for resolving disputes related to this engagement letter. This engagement letter shall be interpreted and governed in accordance with the laws of Ohio.

25. In connection with this engagement, we may communicate with you or others via email transmission. 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 and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure 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 revenues or anticipated profits, or disclosure or communication of information.

26. While we are, of course, available to provide you with tax and business planning services, it is our policy to put all advice upon which a client might rely into a written memorandum prior to you relying on such advice. We believe this is necessary to avoid confusion and to make clear the specific nature of our advice. You should not rely on any advice that has not been put into writing for you. Social media correspondence with us does not constitute tax advice or representation because of its abbreviated nature. We do not retain any such electronic correspondence and have no responsibility to do so. Written correspondence and advice from us is solely represented by surface mail, email through our wincpas.com email addresses, and/or our 614.626.2115 fax number. No other communication from us may be relied upon, nor is it meant to be relied upon.

27. This engagement letter may be signed in a number of identical counterparts, including digital signatures, and delivered by electronic means. The parties agree that each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

28. We appreciate the opportunity to serve you. Please date and sign the enclosed copy of this engagement letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement letter. It is our policy to initiate services after we receive the executed engagement letter. This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations, or agreements, written or oral, regarding these services. It shall be binding on, and inure to the benefit of, the heirs, successors and assigns of you and us. If any provision of this engagement letter is declared invalid or unenforceable, no other provision of this engagement letter is affected and all other provisions remain in full force and effect.

Winfree & Associates, Inc.

<p>_____ (Company)</p> <p>_____ (Authorized Client Signature) _____ (Date)</p> <p>I (We) have read the above terms of the engagement letter and agree with the terms of this engagement letter.</p>



**2024 Service Fee Schedule for 2023 Returns
(amounts in US \$)**

Business Tax Returns

Non-Active 1120, 1120S, 1065 600

Active Clients

Form 1120 C Corp 1000

Form 1120 S Corp 1000

Form 1065 LLC 1000

Form 709 Gift Tax 500

Form 706 Estate Tax Per Hour

Form 1041 Trust 750

Form 990 Not for Profit 750

Newly formed business 500

Specialty Returns

Non Resident States – Each 100

2nd Opinions/Professional Services

These are hourly fees, 1 hour minimum

Like kind Exchanges 250

Special Tax Elections 250

Business Entity tax conversions 250

Tax research/2nd opinions 250

These are all minimum fees assuming neat and complete information is provided
Engagement letters are required for all professional services
Additional fees may be charged – estimates available upon request

