



Dear Client:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

We will prepare your 2021 federal and resident state **income** tax returns from information you furnish to us. We will provide you with questionnaires and worksheets to guide you in gathering the necessary information. Your use of such forms will help ensure that you are not overlooking important information and will assist in keeping the fee to a minimum. If you have any activity outside of your resident state, additional returns and reporting may be necessary. It is your responsibility to inform us of this activity.

We must receive all necessary information to prepare your returns by **March 25, 2022**, in order to complete your returns by the April 18th deadline. If we have not received all of your information by this date, we will likely need to file for an extension of time to file your returns. **We will not file any federal, state or local tax extensions unless you specifically request us to do so in writing, by fax or email.** You should keep in mind that this would be an extension of time to file the returns; however, any tax estimated to be due will need to be paid into the government with the extension request. **We assume no liability for late filing or late payment penalties.**

The duration and impact of the coronavirus pandemic have been expansive, and several stimulus packages have been signed into law in the United States since March 2020 providing economic relief to businesses and individuals. Many of those relief measures have been in the form of tax provisions, and some of those tax provisions have retroactive application. If you have any questions regarding the application of these economic tax relief measures, please ask us for advice in that regard.

Given the magnitude of these economic tax relief provisions the U.S. stimulus packages have contained, and some new concepts introduced in the law, additional guidance from the IRS and from Congress may be forthcoming. We will use our professional judgment and expertise to assist you given the guidance as currently promulgated. Subsequent developments from the issuance of additional guidance or materials from the applicable tax authorities, both federal and state, may affect the information we have previously provided, and these effects may be material. We are not liable for any taxes or fees resulting from changes to or clarifications of the current law.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. This includes, but is not limited to, providing us with the information necessary to identify all states and foreign countries in which you "do business" or derive income (directly and indirectly) and the extent of business operation in each relevant state and/or country. This also includes information pertaining to transactions or accounts comprised of virtual currencies. You should retain all the documents, books, records and other data that form the basis of your income and deductions. These documents may be necessary to prove the accuracy and completeness of the returns to a taxing authority.

Please note that the IRS considers virtual currency (e.g., Bitcoin) as property for U.S. federal tax purposes. As such, any transactions in, or transactions that use, virtual currency are subject to the same general tax principles that apply to other property transactions. If you had virtual currency activity during the year, you may be subject to tax consequences associated with such activity. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, virtual 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.

If you and/or an entity that you 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 accounts. 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. Failure to disclose the required information to the U.S. Department of the Treasury and the IRS may result in substantial civil and/or criminal penalties. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

The law provides for a penalty to be imposed where a taxpayer makes 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 desire 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 issue in your returns.

IRS audit procedures will usually include questions on bartering transactions and on deductions that require strict documentation, such as travel and entertainment expenses and expenses for the business usage of autos. Charitable contributions also have strict documentation requirements. In preparing your returns, we rely on your representations that you have informed us of all bartering transactions and that you understand and have complied with the documentation requirements for all your expenses and deductions. If you have questions about what documentation you need, please contact us.

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations and/or irregularities, should any exist. We will not audit or otherwise verify the information you give us; however, we may ask for additional clarification of some information. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the income tax returns as requested.

We are required by the taxing authorities to electronically file all federal and state individual income tax returns ("e-filing"). We will provide you with a paper or electronic copy of your returns to review prior to e-filing, and we will only transmit the returns to the taxing authorities after we have received signed authorization indicating that you have reviewed the returns and believe they are correct. We will not be financially responsible for electronic transmission or other errors arising after your return has been successfully submitted from our office.

By your signature below, you understand and agree that you are 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 income tax returns and, therefore, you should review them carefully before you sign the e-file authorization, or sign and submit your income tax return directly to the appropriate agency. 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.

If your individual return includes business activities, please note that in 2018, a Supreme Court Ruling in South Dakota v. Wayfair, Inc. 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.

In accordance with federal law, we will not disclose your tax return information to any location outside the United States, to another preparer outside of our firm for a second opinion, or to any other third party for any purpose other than to prepare your return without first receiving your consent.

The IRS permits you to authorize us to discuss with them, 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 the box authorizing the IRS to discuss your return with us.

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.

We maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. During the processing of your return, your information may be shared with third-party service providers, some of which are cloud-based. For your security, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. 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.

In connection with this engagement, we may communicate with you or others via email transmission. We have a policy of not sending sensitive financial or personal information, such as social security numbers, bank account or credit card information through email communication, and we strongly advise you not to send similar information to us through email. Email can be intercepted or otherwise compromised, and so 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.

It is our policy to keep records related to this engagement for seven years. However, we do not keep any of your original records, so we will return those to you upon completion of this engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. We do not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records. By signing this engagement letter, you acknowledge and agree that upon the expiration of the seven-year period, we are free to destroy our records related to this engagement.

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. You agree to immediately notify us upon the receipt of any correspondence from any agency covered by this letter. We are available to represent you and our prices for such services are at our standard rates and would be covered under a separate engagement letter. Our tax return preparation price does not include responding to letters, inquiries or examinations by taxing authorities or third parties, for which **you will be separately billed for time and expenses involved.**

Our price for tax services will be billed upon completion of your returns at the appropriate rate for the level and value of services rendered plus out-of-pocket expenses. Any accounting or bookkeeping service assistance as determined necessary for preparation of income tax returns will be billed at an additional cost. All invoices are due and payable upon presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of 1.5% per month (18% per year).

If any dispute arises between us, we agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute 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.

We have the right to withdraw from this engagement, at our discretion, if you don't provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to complete your return and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

If the foregoing fairly sets forth your understanding, please sign this letter in the space indicated and return it to our office. However, if there are other tax returns you expect us to prepare, please inform us by noting so at the end of this letter.

We are pleased to have you as a client and look forward to working with you.

Very truly yours,

Stenseth Samuelson + Boese, Ltd.

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Client Signature: _____

Printed Name: _____

Date: _____