

ENGAGEMENT LETTER FOR 2023 TAX RETURNS

Tax Return Preparation, Tax Planning, and Tax Authority Compliance

Dear Client:

We appreciate the opportunity of working with you and advising you regarding your income taxes. The Internal Revenue Service imposes penalties upon taxpayers and 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 you to confirm the following arrangements:

OUR RESPONSIBILITY: We will prepare your **2023** federal and state individual income tax returns from information which you will furnish to us. We are not responsible for any other tax returns.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you regarding the tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make the investment. Our advice regarding the tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment.

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. 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.

We are not obligated to inform you about every possible tax incentive.

YOUR RESPONSIBILITY: We will furnish you with an organizer to guide you in gathering the necessary information. Your use of such forms will assist in keeping our fees to a minimum. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the returns. This will include the ownership of or signature authority over any foreign bank accounts and the ownership of any other foreign financial assets. We will not verify the information you give us; however, we may ask for additional clarification of some information.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign the electronic filing authorizations, or, if paper filing, the actual tax returns.

EXTENSIONS OF TIME TO FILE TAX RETURNS: If you wish to engage our firm to apply for extensions of time to file tax returns on your behalf, we will not file these applications unless and until we receive both an executed copy of this Agreement and your express written authorization to file for an extension. In some cases, your signature may be required on such applications prior to filing. Failure to timely request an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original filing date of the returns, and can be substantial.

FOREIGN FINANCIAL INTERESTS: If you have a financial interest in, or signature authority over, any foreign accounts, and you want us to prepare the filings, you are responsible for providing our firm with all the information necessary to prepare the FinCEN Form 114, Report of Foreign Bank and Financial Accounts. The IRS may impose a penalty of \$10,000 for failure to file. The penalty for willful failure to file is much more severe with the minimum penalty being \$100,000 excluding possible criminal penalties. This form is required to be received by the Department of Treasury on or before April 15, 2024, for the 2023 tax year. Please see the attached important tax information regarding regulations for details.

DIGITAL ASSETS: There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate, and similar assets). The IRS considers these to be property for U.S. federal income tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.

If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.

RELIANCE ON OTHERS: There may be times when another tax advisor is engaged to assist us in providing services. If you wish to take a tax position based upon the advice of another tax advisor, we must comply with Circular 230, §10.37(b) and AICPA SSTS No. 1 and related Interpretations 1-1 and 1-2, which require the position to meet the “realistic possibility,” “substantial authority,” or “more likely than not” standard, as applicable. You agree to obtain a written statement from the advisor confirming the standard that should apply so the position may be properly disclosed. If additional research or disclosure is required, you agree to pay for the additional charges necessary to complete the disclosure or research. Moreover, you understand that the IRS, state, or local tax authority could disagree with the position taken on the return. If this occurs, you will be responsible for any additional tax, penalties, and interest, as well as any related professional fees, you may incur.

TAX PLANNING & CONSULTING: You may need to consult with us regarding your tax situation separately from preparation of your income tax return. Those services may be invoiced for the time and expenses incurred.

OUR LIMITATIONS: Our work in connection with the preparation of your income tax return(s) does not include any procedures designed to discover defalcations or other irregularities, should any exist. If we discover information that affects your 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 may discuss with you our views regarding the treatment of certain items or decisions you may encounter. Any advice or information delivered orally should not be relied on as it is preliminary and based on general business concepts, not necessarily the client’s specific situation.

THIRD PARTY AUTHORIZATION: The firm may from time to time, and depending on the circumstances, use third-party service providers to assist in preparing your return, but these preparers will not make substantive decisions concerning your return. We may share your tax return information with these service providers but 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. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such third-party service providers.

In accordance with federal law, in no case will we disclose your tax return information to any location outside the United States, to another tax return preparer outside of our firm for purposes of a second opinion, or to any other third party for any purpose other than to prepare your return without first receiving your consent.

This engagement does not include advice as to the conduct of affairs in the future. You are advised, however, to maintain records of anything affecting this or future tax returns.

AUDIT BY TAX AUTHORITIES: We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Opinions of various courts are often conflicting, and judicial thought is subject to change. Often a slight change in the facts may alter the result. It is understood and agreed that you are responsible for any adverse determination by the IRS, courts, etc.

You should also know that IRS audit procedures will almost always include questions on bartering transactions and on deductions that require strict documentation such as travel and entertainment expenses and expenses for business usage of autos, computers and cell phones. In preparing your returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. If you have any questions about these issues, please contact us.

It is important for you to know that the law imposes a penalty if a taxpayer makes a substantial understatement of tax liability. For individual taxpayers, there is a substantial understatement when the understatement for the year exceeds the greater of 10% of the tax required to be shown on the return or \$5,000. The penalty is 20% of the tax underpayment. It may be necessary to make certain disclosures in the tax return to avoid exposure to penalties. We will discuss tax positions that may increase the risk of exposure to penalties and any recommended tax return disclosures with you before completing the preparation of the returns.

The Internal Revenue Code and regulations impose preparation and disclosure standards with non-compliance 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 don't meet these standards. Accordingly, we will discuss tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the return. If we concluded that we are obligated to disclose a position and you refuse to permit the disclosure, we reserve the right to withdraw from the engagement and you agree to compensate us for our services to the date of 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.

RECORDS RETENTION: It is our policy to keep records related to this engagement for three years. However, we do not keep any of your original records, so we will return those to you upon the completion of the 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. By signing this engagement letter, you acknowledge and agree that upon the expiration of the three-year period, we are free to destroy our records related to this engagement.

Pursuant to Circular 230, we are required to advise you that any federal tax advice contained herein or in any communication resulting from this engagement is not intended or written to be used, and cannot be used, by the addressee or any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code or for promoting, marketing, or recommending to another party any plan or arrangement addressed in the communication.

Certain communications involving tax advice between you and our firm 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 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 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 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.

Your returns may be selected for examination 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, these additional services are not included in our fees for preparation of your tax returns and we will render additional invoices for the time and expenses incurred.

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 confidential or proprietary information.

OUR FEES: Our fee for these services will be based upon the amount of time required at standard billing rates plus expenses. All invoices are due and payable upon presentation. Either party may terminate this agreement for any reason at any time upon written notice. Work done up to time of termination will be paid for in full. We will do no further work after notice of termination is received or requests for payment have not been paid. No action, regardless of form, arising out of the services under this agreement may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought within one year of the date of last payment on account of unpaid fees.

The engagement does not include any services not specifically stated in this letter. However, we would be pleased to consult with you regarding income tax matters such as proposed or completed transactions, income tax projections, and for research in connection with such matters. We will render additional invoices for such services at our normal billing rates.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office. ***THIS DOCUMENT IS AN INTEGRAL PART OF YOUR TAX RETURN DATA AND MUST BE EXECUTED AND RETURNED TO US FOR THE PREPARATION OF YOUR TAX RETURNS. SENDING US YOUR TAX INFORMATION WITHOUT A SIGNED COPY OF THIS AGREEMENT WILL BE CONSIDERED AN ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS ENGAGEMENT LETTER.***

We want to express our appreciation for this opportunity to work with you.

Sincerely,

Peck Associates, P.C.

PECK ASSOCIATES, P.C

THE TERMS OF YOUR ENGAGEMENT AS STATED ABOVE ARE ACCEPTED.

Taxpayer Signature

Spouse Signature

Printed Name of Taxpayer

Printed Name of Spouse

Date

Date

SHIPPING INSTRUCTIONS:

Please check the box below, if you would like to receive your tax return package as a secure PDF via our client software SafeSend. Be sure to **INCLUDE YOUR EMAIL ADDRESS BELOW.** If you choose to receive your tax return package in a PDF it will include all forms and instructions as well as your client copy and you will **NOT** receive a package in the mail.

- PDF** Current email address(s): _____
If you file jointly, please provide us with both individual's email addresses, with one designated as "primary" and the other as "secondary". This designation is only for our use to provide your returns electronically thru Safe Send.

I prefer NOT to receive a **PDF**, please ship my **2023** tax returns as follows (*please check one*):

- Mail Federal Express (**No signature required**)
- FOR 2024, I WOULD LIKE TO RECEIVE A PDF VERSION OF MY ORGANIZER SENT VIA SECURE EMAIL.**
(If you don't check the box, we will mail your organizer).