

## 2025 TAX ENGAGEMENT FOR

We appreciate the opportunity to work with you. This letter is required to specify and confirm the terms of our engagement with you and to clarify our mutual responsibilities in the preparation of your tax returns. The law provides various penalties that may be imposed on taxpayers, and potentially on us as return preparers, for failure to observe due care in reporting for income tax returns or when there is an understatement of tax liability. Therefore, we require you to confirm the following arrangements concerning the nature and limitations of the services we will provide by reading, signing and returning this engagement letter to our firm.

Kongs & Seib, P.A. will prepare your 2025 federal Form 1040, resident state, and the following requested (\_\_\_\_\_) state/local income tax return(s) and related forms and schedules from information which you will furnish to us. We will not audit or otherwise verify the data you submit, although we may ask you for clarification of some of the information. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. If you have taxable activity in a state/locality other than those that you specifically requested returns for, you are responsible for providing our firm with all information necessary to prepare any additional applicable state/local income tax returns as well as informing us of the applicable states/localities. Our services are not intended to determine whether you have filing requirements in state(s)/localities other than those you request.

US citizens and resident aliens are required to report worldwide income on their US tax return. You are responsible to provide to us any and all information regarding income derived from or in a foreign country or investments or accounts in a foreign country. 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 United States federal 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 we will not prepare or file any applicable disclosure forms. We will not prepare returns for any other countries. You are responsible for any foreign country tax or reporting requirements.

In addition, the Internal Revenue Service requires information reporting if you are an officer, director or shareholder with respect to certain foreign corporations, a foreign-owned US corporation or a foreign corporation engaged in a U.S. trade or business or a U.S. transferor of property to a foreign corporation. You are responsible for informing us if you fall into one of the above reporting categories and you agree to provide us with the information necessary.

When a self-employed taxpayer reduces taxable income through tax deductions 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 their 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 you, your spouse and any dependents.

You are responsible to provide to us information on all income you received from all activities including barter, cryptocurrency, cryptocurrency mining, consumer-to-consumer activity, cash-based revenues and all other income whether received in-person, in-kind, or electronically. 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 file any tax returns for foreign countries.

You confirm that you have or will timely file any applicable required Forms W-2 and W-3 with the Social Security Administration and IRS for business employees or home-workers.

State sales tax laws regarding the collection and remittance of sales tax by both in state and out of state business and individual sellers of goods and in some case services require separate registration, collection, filing and payment with many states. We are not engaged to, nor will we, determine whether individual state sales tax rules apply to your business, if any. Determination of whether an individual state's sales tax rules apply to your activities are your responsibility. Failure to register and file with an appropriate state may expose you to severe penalties.

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 do not keep original client records, so we will return those to you at the completion of the services rendered. It is also your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. It is our firm's policy to retain copies of your tax returns for seven years, after which they may be destroyed. Your signature on Form 8879 acknowledges your receipt of the original documents provided to us.

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. 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.

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.

Your returns may be selected for review by the taxing authorities. It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns, and the required documents to support charitable contributions for three years from the filing date. It is also your responsibility to carefully examine and approve your completed tax returns before signing them and the filing with the tax authorities or signing and returning the electronic filing authorization forms. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest. We will rely, without further verification, upon information you provide to us from 3rd parties including, but not limited to, K1's, 1099's, 1098's, and receipts and similar items. 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.

Fees for our services will be at our standard rates plus expenses. Our fees do 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 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 letter. All invoices are due and payable upon presentation, and past due invoices will be subject to a finance charge of 18% per annum.

To the fullest extent permitted by law, you agree to limit our liability to you for any and all claims, losses, costs, and damages of any nature whatsoever, so that our total aggregate liability to you shall not exceed our total fee for services rendered under this agreement. The parties intend and agree that this limitation apply to any and all liability or cause of action against us, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period, beginning upon the date of the tax professional's signature on the tax returns covered by this engagement letter, to bring claim against us for errors and omissions.

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.

If you utilize our secure web portals, 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 may be terminated no later than 30 days after the earlier of your or our termination of services under this agreement or upon completion of your tax return. 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.

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.

If any dispute arises among the parties, they agree to try 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.

Please sign and date this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. We are pleased to have you as a client and appreciate this opportunity to be of service.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_  
(Taxpayer) (Spouse, if applicable)

### Notes to Preparer

Submit questions and provide additional information to your tax return preparer here.

Taxpayer name(s) \_\_\_\_\_

Social security number \_\_\_\_\_