Dear Client:

Thank you for choosing Emshwiller & Emshwiller to assist with the 2023 taxes for your C-Corp, S-Corp, and/or Partnership tax return. This letter confirms the terms of the engagement and outlines the nature and extent of the services we will provide.

We will prepare the 2023 federal and state income tax returns for your C-Corp, S-Corp, and/or Partnership. We will depend on management to provide the information we need to prepare complete and accurate returns. We may ask management to clarify some items, but we will not audit or otherwise verify the data submitted. Management acknowledges receipt of all types of income including cash, barter, and **crypto-currency** whether received in-person, in-kind, or electronically.

We will perform accounting services only as needed to prepare the tax returns. Our work will not include procedures to find defalcations or other irregularities. Accordingly, our engagement should not be relied upon to disclose errors, fraud, or other illegal acts, though it may be necessary for management to clarify some of the information submitted. We will inform management of any material errors, fraud, or other illegal acts we discover. All information will be kept confidential. However, our discussions are not protected by any form of “attorney-client” privilege. Tax advice between a federally authorized tax practitioner and a client is privileged only in non-criminal matters & matters pertaining to the IRS.

Please note that any person subject to the jurisdiction of the United States having a financial interest in (or signature authority over), bank accounts, securities, or other financial accounts having aggregate value exceeding $10,000 on any given day in a foreign country, shall report such a relationship. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties. Such disclosure includes filing Form 8938 with this 1120S. Failure to disclose this information to our firm may result in penalties that our firm will not be responsible for.

Additionally, the law imposes penalties when taxpayers underestimate their tax liability. Call us if there are any concerns about such penalties.

Should we encounter instances of unclear tax law, or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks and consequences of each. We will ultimately adopt, on the behalf of your C-Corp, S-Corp and/or Partnership, the alternative selected by management.

Our standard billing rate fees are based on the time, complexity, liability, and forms required, plus out-of-pocket expenses.This agreement covers only the preparation of your tax return and DOES NOT apply to services related to an audit of the return by a government agency, additional correspondence with a government agency, or other services that may be required after filing of your return. However, we are available to represent you. If additional services are required, a separate engagement will be executed. Our fees for such services are billed at our standard rates. **Invoices are due and payable upon presentation.** **All accounts not paid within thirty (30) days are subject to interest charges of 1.5% (18% annum).**

We will return the original records to management at the end of this engagement. Please remember to store these records, along with all supporting documents, in a secure location. We retain copies of the records and our work papers from the engagement for up to seven years (three years for retaining form 8879), after which these documents will be destroyed.

We **DO NOT** automatically file a tax extension for clients. You must notify us in writing by email or fax if you wish to have us file an extension. We must receive your request for an extension by February 28 in order to have it filed timely. If all required tax information is not received by February 28, 2023an extension may be filed on your behalf. An additional fee of $25.00 will be billed to file this extension. **An extension only grants a taxpayer additional time to file the return.**

If management has not selected to e-file the returns with our office, management will be solely responsible to file the returns with the appropriate taxing authorities. The officer should review all tax-return documents carefully before signing them. Our engagement to prepare the 2023 tax returns will conclude with the delivery of the completed returns to management, or with e-filed returns, with the tax matters representative's signature and our subsequent submittal of the tax return.

From time to time, various third parties may request that we sign, on your behalf, some verification of income, employment, or tax filing status. Because we are engaged only to prepare your income tax return (without examination, review, audit, or verification), the state board of accountancy prohibits us from signing any such document. Any third-party request to do so is in violation of those rules. These returns are not intended to benefit or influence any third party, either to obtain credit or for any other purpose.

To affirm that this letter correctly summarizes the arrangements for this work, sign the enclosed copy of this letter in the space indicated and return it to our office.

Thank you for the opportunity to be of service. If you have any questions, contact our office at 260-824-1826.

Sincerely,

Emshwiller & Emshwiller

Accepted By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Corporate and/or partnership officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Corporate and/or partnership officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporation Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Emshwiller & Emshwiller, 207 North Johnson Street, Bluffton, IN 46714 260-824-1826

Emshwiller & Emshwiller, 7230 Engle Road, Suite 3058, Fort Wayne, IN 46804 260-203-9159