

ELM STREET TAX LLC

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Beverly, MA 01915

2024 Tax Return Preparation Client Engagement Letter

If for Individuals:

Name: _____

Social Security Number: _____

Name of Spouse: _____

Social Security Number: _____

If for a Corporation/Partnership/LLC:

Name of Corporation/Partnership/LLC: _____

Federal ID #: _____

The undersigned taxpayer(s) (hereinafter “you”, “your”, “I”, “me” or “we”) hereby engage Elm Street Tax LLC hereinafter “ESTLLC”) to prepare your 2024 Federal and state personal and/or business income tax return(s) (hereinafter, collectively “tax return(s)”). This Engagement Letter sets forth the terms and conditions of your engagement of ESTLLC to prepare your tax return(s). By signing this Engagement Letter, you confirm that you have engaged ESTLLC to prepare your tax returns and that you understand and agree to the terms and conditions set forth herein.

1. **ESTLLC will prepare your tax return(s) based solely on the information you provide ESTLLC. It is your responsibility to timely provide ESTLLC with all information necessary to prepare your tax return(s), including disclosing and reporting all reportable income, expenses, deductions and other financial transactions and, if applicable, all financial interests in a business, accounts you hold in foreign countries and/or financial interests you hold in crypto-currencies.** You are responsible for providing ESTLLC with all information regarding all taxable activities in which you were engaged in for all relevant jurisdictions (i.e., national, state, local municipality, and internationally). Your failure to provide ESTLLC with all necessary and accurate information can result in the assessment of additional taxes, interest and/or penalties by the applicable taxing authority and, also, can result in criminal and civil liability. ESTLLC does not, nor will ESTLLC, audit or verify the information you provide ESTLLC. Moreover, ESTLLC is not responsible for calculating, tabulating, compiling, aggregating, or estimating reportable totals from underlying source documentation (e.g., receipts, credit card statements, checks, bank statements). ESTLLC may ask for clarification of the information you provide and/or ESTLLC may request you to provide supplemental information so that ESTLLC can accurately prepare your tax return(s). ESTLLC’s work in preparing your tax return(s) does not include procedures to discover irregularities and/or fraud which may exist.

2. If ESTLLC prepare your business tax return(s), **you understand and agree that an understatement of income or overstatement of expenses by you may result in additional taxes, interest and/or penalties being assessed against you by the applicable taxing authorities as well as potential criminal and civil liabilities. It is your responsibility to provide ESTLLC with accurate and truthful information.** If you are a corporate, partnership or sole proprietorship entity ESTLLC will accept your income and balance sheet information in completing your tax returns, unless ESTLLC suspect erroneous or fraudulent information.

3. ESTLLC will electronically file your tax return(s) once you have signed the applicable e-file authorization forms which ESTLLC will provide to you and you have paid ESTLLC’s invoice for services provided in full. ESTLLC will provide you with a copy of your return(s), either paper or electronic, when we send you the applicable e-file authorization forms for your signature. ESTLLC will return to you any original source documentation you provided ESTLLC that is still in ESTLLC’s possession. For individual taxpayers, if you do not want ESTLLC to e-file your tax return(s) you must sign the electronic filing opt-out notification set forth at the end this Engagement Letter and the applicable opt-out forms, including IRS Form 8948. If you opt-out of electronic filing ESTLLC will then provide you with paper tax return(s) upon ESTLLC’s receipt of payment in full for services provided, along with all supporting documentation you provided ESTLLC still in ESTLLC’s possession. **If you are paper filing, you acknowledge and agree that you are responsible for timely filing your paper tax return(s) with the applicable taxing authorities.** If you are paper filing, ESTLLC recommends that you mail your returns to the

applicable taxing authorities **certified mail, return receipt requested**. If your tax return(s) does not qualify for e-filing for any reason, ESTLLC will provide you with paper tax return(s) for your signature and filing.

4. ESTLLC's fee for preparing your tax returns is based on the overall complexity of your tax return(s) and the amount of time required to prepare the tax return(s), **including time spent on applicable research, the time associated with obtaining or verifying requested information, and/or the time associated with updating a return to incorporate the receipt of supplemental or corrected information after the return is initially prepared**.

Please note that ESTLLC's fees may change from year to year to reflect changes in your return and changes in ESTLLC's overhead costs, as well as ongoing modifications to the tax code and additional forms that need to be prepared and filed.

5. ESTLLC recommends you keep all supporting documents, including checks, receipts and other data as well as copies of your returns in an accessible, secure location for an indefinite period of time.

6. **If your return(s) are selected for review or audit by any taxing authority, ESTLLC will be available to assist or represent you, if you desire, pursuant to an additional separate written agreement and subject to the last sentence of this paragraph. ESTLLC's fee for preparing your tax return(s) does not include the time that may be necessary to assist you during a taxing authority audit review or providing a response to a CP 2000 Notice or other notice sent to you by any tax authority.** In the event ESTLLC is required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to the preparation of your return(s), you agree to compensate ESTLLC for the time and expenses ESTLLC incurs in responding as required. If such services are requested or required, you will be billed at our standard rates as in effect at that time (currently \$350 per hour). Any such fees will be in addition to those associated with preparing your tax return(s) in accordance with this Engagement Letter. Moreover, in the event ESTLLC become obligated to pay any judgment, settlement or penalty as a result of any inaccurate or incomplete information you provided ESTLLC or failed to provide ESTLLC, you agree to indemnify, defend, and hold ESTLLC harmless against any such payment. ESTLLC reserves the right to be exercised in ESTLLC's sole discretion to decline to represent you before the IRS or any other taxing authority in the event of an audit of your current tax returns or any prior year tax returns ESTLLC prepared for you in the past.

7. ESTLLC will use our professional judgment in preparing your tax return(s). ESTLLC will inform you if ESTLLC becomes aware of any situation where the applicable tax law is unclear or where there may be conflicting interpretations of the law or regulations by the applicable taxing authorities. In such circumstances ESTLLC will provide you with information concerning the implications of the different alternatives and seek your directive as to which alternative you prefer ESTLLC to utilize. ESTLLC will follow whichever alternative you request provided such alternative is, in our assessment, consistent with the applicable tax code, regulations and interpretations promulgated by the applicable taxing authorities. ESTLLC reserves the right in ESTLLC's sole discretion to withdraw from this engagement if ESTLLC disagree with any alternative documentation or analysis you may provide. In such case you agree to reimburse ESTLLC for the time we spent in reviewing and researching such alternative documentation and analysis at ESTLLC's standard billing rate of \$350 per hour.

8. ESTLLC will create a 2024 tax file containing a copy of your tax return(s) and a copy of selected supporting documents you provided to ESTLLC. This tax file is ESTLLC's property. ESTLLC's current policy is to retain your 2024 tax file for two (2) years after which time it will be destroyed. ESTLLC's retention policy is subject to change or modification at any time in ESTLLC's sole discretion. Subsequent paper copies of any portion of your 2024 tax file or any prior year tax file maintained by ESTLLC will be made available to you upon written request and payment of ESTLLC's then current administrative and retrieval fee, which includes a minimum charge of \$75 per request, per copy, per year.

9. If you have engaged ESTLLC to prepare a joint tax return(s), each taxpayer acknowledges that there is no expectation of privacy as between the joint taxpayers with respect to the services ESTLLC provides in preparing joint tax return(s) or with respect to the information provided to ESTLLC or contained on the tax return(s). Each taxpayer acknowledges and agrees that ESTLLC may share with either taxpayer any and all documents or information relating to the joint tax return(s) without the consent of the other taxpayer. Each taxpayer also acknowledges and agrees that unless ESTLLC is notified otherwise in writing ESTLLC may rely upon an instruction or statement from either taxpayer with respect to the preparation of the tax return(s), including the reliance upon any information provided to ESTLLC by either taxpayer, as an instruction or statement of both taxpayers. You acknowledge and agree that both joint taxpayers must sign and authorize the filing of a joint tax return(s) and that all joint taxpayers are jointly liable for all fees associated with the preparation of joint tax return(s).

10. You are responsible for the payment of all taxes, interest and/or penalties assessed by the applicable taxing authorities based on the tax return(s) prepared by ESTLLC on your behalf, including any additional taxes, interest and/or penalties assessed following submission of your tax return(s) for whatever reason.

11. You acknowledge and understand that **email and/or text messages may not be a secure method of transmitting confidential financial and tax related information** as it is subject to disruption during transmission and may be intercepted, read, disclosed, redirected to and/or otherwise used by an unauthorized or unintended third party despite being password protected and encrypted. Similarly, although presumably safer than email or text messaging, facsimile transmission of documents may not be secure. Accordingly, you assume full responsibility with respect to any unauthorized disclosures of confidential information you send ESTLLC via email, facsimile transmission, or text messages. **ESTLLC does not recommend that you send ESTLLC any sensitive information (i.e., containing social security numbers) by email or text message unless password protected, encrypted and/or redacted.** Furthermore, you assume full responsibility with respect to the unauthorized disclosure of confidential information ESTLLC electronically sends you, provided it was password protected and encrypted when ESTLLC sent it to you. If you email ESTLLC, it is ESTLLC's policy to make a hard copy of the email and any attachments and to include such hard copies in your client file. After the hard copies have been made, the email, including attachments, will be deleted from our electronic files. Please be advised that the provisions of this Paragraph 11 are not applicable to transmissions utilizing the ESTLLC electronic portal.

12. You acknowledge and understand that conversations and disclosures as between you and ESTLLC, including those concerning the preparation of your tax return(s), may not be considered privileged confidential information and, accordingly, under certain circumstances, the content of such conversations and disclosures may be disclosed by ESTLLC to third parties, including applicable taxing authorities or as otherwise judicially ordered.

13. You acknowledge and understand that requests for supplemental services such as requests for additional paper copies of your tax return(s) and/or submitting confirmatory letters to banks, mortgage companies or other third parties, imposes on ESTLLC additional costs associated with the time, effort and expense incurred in responding to such requests. Accordingly, you agree to pay ESTLLC for any supplemental services you request at our then current standard billing rate, subject to a minimum charge of \$75 per request, for additional paper copies of your tax return(s) and a minimum charge of \$125 for confirmatory letters. ESTLLC must receive payment for the requested supplemental service prior to providing the requested supplemental service. **You acknowledge and understand that ESTLLC can only provide you with additional copies of your tax return(s) and that ESTLLC cannot, and will not, send copies of your tax return(s) directly to any third party, including banks or mortgage companies.**

14. You understand and agree that if you are an individual tax payer and you do not provide ESTLLC with all information and documentation required by ESTLLC to prepare your tax return(s) by March 1, 2025, we may be unable to complete your tax returns in time for a timely filing on or before April 15, 2025. For partnerships and corporations, required information must be provided to ESTLLC by February 1, 2025 for timely filing of the partnership or corporate tax return by March 15, 2025. In the event required information is not timely provided to ESTLLC, ESTLLC will inform you of ESTLLC'S potential inability to timely file your returns and discuss with you your potential options, including filing for an automatic extension of time to file your Federal and/or state income taxes for the 2024 tax year. If you opt to authorize ESTLLC to file for an automatic extension, you understand and acknowledge the following:

- a. **An automatic extension is an extension of time to file the return, not additional time to pay the amount of taxes owed,** which may be known or unknown at the time of filing for the automatic extension. Therefore, you acknowledge and understand that it is prudent to accurately as possible estimate your income and deductions for the period and submit to the applicable taxing authority any additional amounts of estimated taxes owed with the automatic extension;
- b. **You assume all responsibilities for any penalties, late fees and/or interest that may assessed by a taxing authority as a result of you not having properly funded your 2024 tax liability through the extension period;** and

- c. You agree to pay ESTLLC a fee, not to exceed \$100.00, for filing an automatic extension of time to file, which fee is over and above any fee associated with preparing the applicable tax return.

15. You acknowledge and agree that ESTLLC reserves and has the right, to be exercised in ESTLLC's sole discretion, to refuse to prepare and/or submit any state tax return required in any state other than The Commonwealth of Massachusetts, including but not limited to the State of New York, the State of California and the State of New Mexico.

16. You acknowledge that we strongly recommend that when you communicate by mail, including but not limited to, submitting payments to the IRS or any state taxing authority (e.g., tax payments, estimated tax payments, penalties, interest, etc.) that you mail such communications **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** and that you retain the confirmatory mailing information. Also, ESTLLC strongly recommends that in the memo section of any check submitted to the IRS or state taxing authority you write your social security number, the purpose of the payment, and the tax year.

17. I/we authorize ESTLLC to accept from Paul S. Marciano CPA, LLC any current and/or prior client tax files, including all hardcopy and electronic tax files, previously created and/or maintained by Paul S. Marciano CPA, LLC regarding me/us. ESTLLC shall have full access to review the information contained in any client file maintained by Paul S. Marciano CPA LLC regarding me/us that it receives from Paul S. Marciano CPA LLC. ESTLLC shall retain any tax file regarding me/us in strict confidence in accordance with its confidentiality policies as in effect from time to time.

18. I/we acknowledge that in the course of preparing my/our tax return(s) certain supplemental matters may be identified which require additional time and effort to review, analyze and report. In such circumstances ESTLLC may require me/us to sign a supplemental engagement letter and/or to incorporate additional charges into the fee it charges for completing my/our tax return(s). Such supplemental matters include, but are not limited to, the following:

- a. Determining whether I/we need to file IRS Form 8938-Statement of Specified Foreign Financial Assets which may be required as part of my/our Federal tax return and determining whether I/we need to file a FinCen Form 114-Report of Financial Bank and Financial Accounts (FBAR-Financial Bank Account Reporting); and
- b. Providing me/us with assistance in preparing and filing a beneficial ownership information report ("BOIR") with the Financial Crimes Enforcement Network ("FINCEN"); and
- c. Allocating and reporting multi-state income reported on W-2 income statements and determining whether additional state income tax returns need to be prepared and filed and filing such returns if required.

19. I/we understand, acknowledge and agree that ESTLLC will not review my/our classification of certain individuals providing services to me/us as employees or independent contractors. ESTLLC recommends that you carefully review the 20-factor test set forth by the IRS or seek legal or human resource consultation in determining your classification of employees or independent contractors. ESTLLC takes no responsibility for my/our classification of employees or independent contractors.

PLEASE ACKNOWLEDGE YOUR ACCEPTANCE OF THIS ENGAGEMENT LETTER BY SIGNING AND RETURNING TO OUR OFFICE.

Thank you for choosing ESTLLC to prepare your 2024 tax returns.

Sincerely,

Elm Street Tax LLC

Matt Schroeder, CFP

Managing Partner

The undersigned taxpayer(s) hereby acknowledge and agree to the terms and conditions as set forth in this Client Engagement Letter.

_____ Name of Taxpayer (Please Print)	_____ Signature	_____ Date
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_____ Name of Taxpayer (Please Print)	_____ Signature	_____ Date
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If a corporation or partnership:

_____ Name of Tax Matters Representative (Please Print)	_____ Signature of Tax Matters Representative	_____ Date
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PLEASE ANSWER THE QUESTIONS ON THE FOLLOWING PAGE

IF YOU ANSWER YES TO ANY QUESTION, PLEASE NOTE THE SPECIFIC INSTRUCTIONS

1. I/we would like to opt out of electronic filing. Initial _____ Initial _____
2. At any time during 2024 did you (or your spouse) (a) receive (as a reward, award or payment for property or services) or (b) sell, exchange, gift or otherwise dispose of, a digital asset (or a financial interest in a digital assets)? Yes _____ No _____

If yes, complete 2024 Tax Organizer Supplement – Digital Assets **

3. At any time during 2024 did you (or your spouse) have a financial interest in or signatory authority over a foreign financial account? Did you (or your spouse) own any foreign financial assets in 2024? Did you (or your spouse) receive a distribution from or make a transfer to a foreign trust in 2024? Yes _____ No _____

If yes, complete 2024 Tax Organizer Supplement – Foreign Assets. **

***** If you need to complete a Tax Organizer Supplement you can download a copy of the Tax Organizer Supplement you need from our website (elmstreettax.com) or you can contact our office and we will provide you with a copy of the requested Tax Organizer Supplement either by email or by mailing a copy to you.***