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Banks

& ASSOCIATES CPAs, LLC

CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS CONSULTANTS

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Sharing your vision and positioning you for success

Dear Valued Client,

Thank you for selecting Banks & Associates CPAs, LLC to assist you with your tax preparation. This letter confirms the terms of our engagement with you and the nature and extent of the services we will provide.

INCOME TAX RETURN BUSINESS ENGAGEMENT LETTER

We will prepare your 2023 Federal, State, and any necessary City income tax returns you request using information you provide to us. We may ask for clarification of some items, but we will not audit or otherwise verify the data you submit. Any required bookkeeping services will be billed in addition to the tax services provided.

You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records and the full and accurate disclosure to us of all relevant facts affecting the return(s). You also have final responsibility for the tax return and therefore, the appropriate company officials should review the return carefully before an authorized officer signs and files it.

If, during our work, we discover information that affects 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 will be happy to prepare appropriate amended returns as a separate engagement.

Our work in connection with the preparation of the tax return(s) does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to us without any verification by us.

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.

The Internal Revenue code and regulations impose preparation and disclosure standards with noncompliance 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 do not meet these standards. Accordingly, we will advise you if we identify such a situation, and we will discuss those tax positions that may increase the risk of exposure to penalties and any recommended disclosures before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit disclosure, we reserve the right to withdraw from the tax services portion of the engagement. Likewise, where we disagree about the obligation to

disclose a position, you also have the right to choose another professional to prepare your return. In either event, you agree to compensate us for our services to the date of the withdrawal. Our engagement with you will terminate upon your 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.

Certain communications involving tax advice 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, your employees or agents 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 you decide it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

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 you asserting the privilege or your direction to us to assert the privilege.

The return(s) may be selected for review 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, such additional services are not included in our fees for preparation of the tax return(s).

We will also help you answer correspondence from the taxing authorities. This may be done for an additional fee.

Our fee for preparation of your tax returns will be based on the amount of time required at standard billing rates plus out-of-pocket expenses and/or value received. If additional information is received after the return has been prepared, an additional fee may be incurred. Any bookkeeping services provided will be billed in addition to the tax services provided. Due to the complexity of new changes in tax laws, additional time is to be expected to prepare your returns.

(continued on next page)

Did you make any payments in 2023 that would require you to file Form(s) 1099? Yes _____ No _____

If yes, did you or will you file all required Forms 1099*? Yes _____ No _____

Please provide a copy of the 1096 and 1099s that were filed.

*Banks and Associates can prepare these and any other tax forms you may need.

Did you make any estimated tax payments (Federal, State, or City) in 2023? Yes _____ No _____

If yes, please list the payment, to whom it was paid, the amount, the date paid and attach to this form.

At any time during 2023, did you sell, receive, send, gift, exchange or otherwise acquire or dispose of a financial interest in any virtual currency or digital asset? This would also include non-fungible tokens (NFT's) Yes _____ No _____

At any time during 2023, did your company have an interest in or authority over any type of financial account in a foreign country? Yes _____ No _____

New Corporate Transparency Act (CTA) filing requirements:

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 the 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 the CTA. Information regarding the BOI reporting requirements can be found at [fincen.gov/boi](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 appreciate your confidence in us and are grateful for your business. Please call if you have questions.

Sincerely,

Banks & Associates CPAs, LLC

By signing below, I acknowledge the terms of engagement and hereby understand that Banks & Associates CPAs, LLC has no responsibility to assist with our compliance with CTA and further release Banks & Associates CPAs, LLC from any liability surrounding the CTA.

Business Name (Print): _____

Date: _____

Authorized Signature: _____

Name & Title (Print): _____

Note: Payment is due before your returns are released for electronic filing. A convenience fee of 3% will be added if paid by credit card. **Please bring this form with you when you deliver your tax information to the office.**