



SARAH M. KITCHEN

TAX + ACCOUNTING SOLUTIONS

Client Engagement Letter - Form 1040 - Tax Year 2024

Executive Summary

Sarah M Kitchen EA Inc is engaging to assist with the preparation of your 2024 federal 1040 tax return and any applicable state tax returns. The scope of services includes calculating your tax liability, preparing necessary forms, and ensuring compliance with IRS and state tax filing requirements. However, you retain full responsibility for the filing and content of your returns. The firm will not conduct fraud detection or error checks, nor will it assist with compliance related to the Corporate Transparency Act or foreign investment reporting unless specifically requested.

Client responsibilities include providing accurate and timely information, maintaining necessary documentation, and ensuring the separation of personal and business expenses. You must also fulfill any additional state, local, or foreign filing obligations independently. The firm will not engage with third parties, like banks or mortgage brokers, regarding your tax returns, and will not be liable for any tax-related penalties or issues stemming from incomplete or inaccurate information provided by you.

The engagement does not cover tax advice, tax planning, or responding to government inquiries unless separately requested. The firm will not be liable for errors or liabilities arising from actions related to abusive tax strategies. You are also responsible for requesting and/or filing any necessary extensions. **To ensure timely filing, complete information must be received four weeks prior to the due date of the tax return.** The tax preparation service is offered at standard rates, and payment is due prior to the release of completed returns.

The terms of this Agreement are subject to change only in writing, and services will not commence until the signed Agreement is returned.

Client Engagement Letter

Sarah M Kitchen EA Inc is pleased to provide you with the professional services described below. This Agreement details the nature and limitations of the services we will provide, the terms of our engagement, and each party's responsibilities.

Engagement Objective and Scope

Our services are limited to the federal 1040 and any related state tax returns for the year ended December 31, 2024.

The objective of our services is to assist you with the calculation of your tax due and provide you with forms and schedules we believe are suitable for you to file with the Internal Revenue Service ("IRS") and applicable state and local tax authorities and sufficient to comply with your tax filing obligations. You have the final responsibility for the filing and content of your tax return(s). We will not assist you with any tax return other than those identified above, without your written request, and our written agreement to do so.

Our services are not intended to benefit or influence any third party, including any entity or investment which may seek to evaluate your creditworthiness or financial strength. You agree to indemnify and hold us harmless from any and all claims arising from the use of the tax returns for any purpose other than complying with your tax filing obligations, regardless of the nature of the claim, excepting claims arising from our gross negligence or intentional wrongful acts.

Our engagement does not include any procedures designed to detect errors, fraud, theft, or other wrongdoing. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, we are not responsible for identifying or

communicating deficiencies in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

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.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Firm Responsibilities

It is our duty to prepare your returns based on the same standard of care that a reasonable tax return preparer would exercise in this type of engagement. Unless otherwise noted, the applicable standard of care for a “reasonable tax return preparer” shall be based upon the following pronouncements:

- U.S. Treasury Department Circular 230 (“Circular 230”); and
- the Internal Revenue Code, Treasury Regulations, and any applicable state/local corollaries (collectively, “the Code”).

As tax return preparers, these pronouncements restrict our ability to sign a tax return when the tax positions you report do not comply with tax law. We will be unable to sign your return and may terminate this Agreement if you:

- request that we report a tax position on your return which we feel is contrary to published guidance, frivolous, or a willful attempt to evade tax;
- request that we include a deduction, credit or refund on your return that we believe you do not qualify for; or
- decline to disclose a position where in our professional judgment tax law requires disclosure.

Absent any direction from you, we will prepare your tax returns based upon your filing status (single, married filing jointly, married filing separately, head of household or qualifying widow[er] with dependent child) as reflected in your income tax returns for last year. Your filing status may be affected by any addition or subtraction to the members of your immediate household, a change in your marital status, or a change to the support you provide to individuals not in your immediate household. If you do not alert us, we will infer that you do not wish to change your filing status absent other information you provide to us. ***If your filing status has changed, you wish to change your filing status, or you have questions about your filing status, please contact us immediately.***

Sarah M Kitchen EA Inc will not make any management decisions or perform management functions on your behalf.

Arguable positions: If there are conflicting interpretations of tax law, or if tax law is unclear, we will explain the possible positions that may be taken in order for us to sign your return. We will follow the position you request, provided it is consistent with our understanding of tax reference materials and our professional standards. Tax reference materials include, but are not limited to, the Code, Revenue Rulings, Revenue Procedures, court cases, and similar state and local guidance. If the IRS, state or local tax authorities later contest the position you select, additional tax, penalties, and interest may be assessed. You will be responsible for these amounts, as well as any related professional fees, you may incur, to respond to the tax authority.

Confidentiality for filers of joint tax returns: If the tax returns prepared in connection with this engagement are filed using the married filing jointly filing status, both spouses are deemed to be clients of the firm under the terms of this Agreement. Both spouses acknowledge that any tax return information, including supporting documents provided to us, used in the preparation of your joint return, and any communications made to us by either of you in connection with the preparation of your joint return, may ultimately be shared with either spouse, without prior consent of the other.

Tax planning services: Our engagement does not include tax advice which affects the calculation of tax due or the filing of tax forms and schedules for previous or future tax years. However, we may communicate potential tax strategies to you, and you may ask high-level questions of us. It is your responsibility to communicate to us, in writing, any interest in pursuing a tax strategy identified, or if you require more than a cursory response to your question. If you do not request our assistance in writing, we will infer that you do not wish to pursue any suggestion made to you. If you do request our assistance and we agree, we will confirm our understanding with you in a separate agreement prior to proceeding.

We shall not be liable for any forgone tax or other benefits if you fail to advise us of your desire to investigate or pursue any tax strategy communicated to or by us. Any tax advice described in this paragraph and provided to you shall be governed by this Agreement and billed at our standard hourly rates.

Government inquiries: This engagement does not include responding to inquiries by any governmental agency or tax authority. If you are contacted by a tax authority, either for an examination or other inquiry, you may request our assistance in responding.

Third party requests: We will not respond to any request from banks, mortgage brokers or others for verification of any information reported on these tax returns. Except where compelled by court order or subpoena, we do not communicate with third parties or provide them with copies of tax returns.

Abusive tax strategies: Certain tax positions or strategies, while not currently identified as “abusive” by the IRS, may ultimately be determined to be so in the future. Consequently, you agree to advise us of any transaction you have entered into that entitles you to disproportionate tax benefits (deductions, credits, or refunds), that generates significant income deferral or non-recognition, or that generates significant tax losses without corresponding cash impacts (“abusive tax strategy”). If you fail to timely notify us, in writing, of any abusive tax strategy you have entered into, you will be responsible for any liability, including but not limited to, additional tax, penalties, interest and related professional fees.

Client Responsibilities

If you fail to comply with the responsibilities as described in this Agreement, your actions or your inactions may result in economic or other loss to you, such as disallowance of tax deductions or credits claimed, additional tax, penalties or interest assessed against you, loss of administrative rights, or criminal punishment. You will be responsible for any loss suffered by you as a result of your failure to comply with your responsibilities, including any professional fees required to defend or correct changes made to your tax returns or prepare previously unfiled or amend previously filed tax returns.

The responsibilities detailed in this section are not exhaustive, and our services to you may require additional responsibilities not listed.

Tax information: ***Due to the high volume of tax returns prepared by our firm, you must provide your tax return information to us no later than four weeks from the due date. Failure to do so may result in your inability to file your returns or pay your tax due by the original filing due dates.***

We will provide you with an income tax organizer or other method of collecting the information necessary to prepare your income tax returns. You are responsible for fully and accurately completing the income tax organizer, including any activities in which you engage outside of the U.S. or your home state.

We will rely upon the completeness and accuracy of the information and representations you provide to us. We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

We may deem it necessary to provide you with limited accounting or bookkeeping assistance solely for the purpose of helping you organize your information. This assistance is intended to be nominal and is not a separate accounting or bookkeeping service. In the event we conclude that bookkeeping or accounting assistance is necessary to prepare your tax returns, we will advise you in writing before proceeding. Any assistance will be billed at our standard hourly rates and will be subject to the terms of this Agreement.

All income: You are responsible for identifying and communicating to us all income earned and received by you from any U.S. or non-U.S. source. This includes income earned from gambling and online wagers, gig or hobby work, and activity for which you should receive a Form 1099-K (online sales) whether or not you actually receive a 1099-K.

Documentation: You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. Our workpapers do not satisfy your documentation responsibility. You should retain all documents that provide evidence and support for reported income, credits, deductions, and other information on your returns, as required under applicable tax laws and regulations. The IRS recommends that you maintain this documentation for as long as it may be relevant to your taxes.

You represent that you have such documentation and can produce it, if necessary, to respond to any examination or inquiry by tax authorities. You will be responsible for any liability, including but not limited to, additional tax, penalties, interest and related professional fees, resulting from the disallowance of tax deductions due to inadequate documentation.

Personal expenses: In general, personal expenses are not deductible for income tax purposes. You are responsible for ensuring that personal expenses, if any, are separated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities.

State and local filing obligations: The preparation of any state or local tax return not listed in *Engagement Objective and Scope* above is not within the scope of our engagement. You are responsible for fulfilling your filing obligations with any state or local tax authorities, including but not limited to, income, franchise, sales, use, and property taxes or abandoned and unclaimed property. However, if upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you.

If you are unsure if you have any other filing obligation with other state or local tax authorities, you are responsible for alerting us and requesting assistance. If you do not alert us or request assistance, we will infer that you do not have other state or local filing obligations. You will be responsible for tax due and penalties associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.

U.S. filing obligations related to foreign investments and activities: U.S. citizens and residents generally must report income and activities related to both domestic and foreign assets (worldwide income). You are responsible for fulfilling your filing obligations related to foreign activity where required. U.S. reporting requirements related to foreign activity are very complex. **Contact us immediately** if you have:

- Ownership of, investment in, or officer responsibilities for a corporation, partnership, or other business entity formed under the laws of another country;
- Fiduciary, grantor, or beneficiary relationships in connection with an entity formed under the laws of another country;
- Ownership of, signature authority over, or control over any financial account held in a financial institution located in another country;
- Citizenship or government-approved employment/visa status with a country other than the U.S. (including anyone in your immediate household, or your parents who live outside the U.S.);
- Transferred property, including cash, offshore either directly or through the purchase of or investment in an entity formed under the laws of another country;
- Received or have legally-recognizable rights to receive property, including cash, from a trust, business, or investment formed under the laws of another country or individual residing in another country;
- Conducted business with any entity or person physically located in another country, regardless of whether such business is for-profit, not for-profit, or informal/irregular;
- Received property, including cash, or income from a source outside of the U.S. which is not reported on a brokerage statement (such as a 1099-B or similar report); or
- Any other activity or economic arrangement which takes place outside of the U.S.

Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign activity in which you have a direct or indirect interest, or over which you have signature authority, during the above referenced tax year.

If you are unsure if you have any other filing obligation related to foreign activity, you are responsible for alerting us and requesting assistance. If you do not alert us or request assistance, we will infer that you do not have foreign activity absent information you provide to us. In any event, you will be responsible for tax due, penalties, and interest associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.

Foreign filing obligations: You are responsible for complying with the tax filing requirements of any non-U.S. country. You acknowledge and agree that we have no responsibility to raise these issues with you and that any foreign filing obligation is not within the scope of this engagement.

Digital assets: There are specific tax implications of investing in digital assets (e.g., virtual currencies, 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. Depending on the nature or volume of those transactions, a change to the scope of our services may be required. You are responsible for providing us with complete and accurate information, including basis, regarding any transactions in, or transactions that have used, digital assets during the applicable tax year.

Ultimate responsibility: You are ultimately responsible for complying with any substantive or procedural tax law which applies to you, and for ensuring your tax returns and any required tax payments are timely received by the appropriate tax authority. Notwithstanding any term of this Agreement, this responsibility cannot be delegated to us.

Our assistance related to your tax return is based upon tax reference materials, facts, assumptions, and representations that are subject to change. We will not update your return after the conclusion of the engagement for any reason. To the extent we provide written advice concerning federal tax matters, we will follow the applicable guidance contained in our professional standards.

You have final responsibility for the accuracy of your tax returns. We will provide you with a copy of your tax returns and accompanying schedules and statements for review. You agree to review and examine them carefully for accuracy and completeness. Tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns, and underpayment of taxes. You will be responsible for the payment of any additional tax, penalties, and interest charges imposed by tax authorities.

You have final responsibility for the payment of your taxes in whatever amount ultimately determined. You may choose to have refunds automatically deposited to a designated account when your tax return is electronically filed. It is your responsibility to provide us with correct account and routing numbers, to review this information for accuracy prior to submission of your return.

Filing Your Tax Returns: The original filing due dates for your tax returns are April 15, 2025. The obligation to file a tax return and/or extension is solely that of the taxpayer. Although we will make every reasonably prudent effort to assist you with this obligation, this Agreement is not intended to and does not create an agent/principal relationship. By signing this Agreement, you understand that actual and timely receipt of your filings by the appropriate tax authority is the duty and responsibility of the taxpayer and the taxpayer alone.

Tax Return Extensions: It may become necessary to apply for an extension of the filing due dates if there are unresolved issues or delays in processing or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may limit your ability to make certain elections, extend the time available for a government agency to undertake an examination of your return and/or extend the statute of limitations to file a legal action. Although we may assist you in the preparation of an extension to file your return(s), you have sole responsibility for the filing of any extension, and you agree to hold our firm harmless from any consequences, including waived elections, where the extension is not timely filed. All taxes owed are due by the original filing due date.

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 due date of the returns and can be substantial.

E-filing: In addition to being a return preparer, we are an Electronic Return Originator (ERO) and may prepare your return(s) and/or extension(s) in a format that permits us, if you choose, to electronically transmit (“e-file”) those forms to the appropriate tax authority on your behalf. The e-filing of any form is a separate service from the preparation of that form.

If you request that we e-file any form on your behalf, including requests for extensions of time to file, and we agree, the IRS and states require you to sign and return to us the appropriate governmental form(s) before your returns can be filed electronically. For joint returns, both spouses must sign the e-file authorization before the return can be transmitted. ***If you fail to timely sign and return e-file authorization, we cannot and will not e-file any form on your behalf.*** In those situations, you will be solely responsible for any penalties or interest assessed against you.

If you choose not to have your return(s) or extension(s) e-filed, or if your return(s) or extension(s) cannot be e-filed, we will deliver to you a paper copy suitable for mailing to the taxing authorities. Once delivered to you, you bear full responsibility for reviewing the paper returns for accuracy, and either signing and timely filing them, along with any payments due, or notifying us of any issue which may need to be addressed prior to filing.

Once our services have concluded, we shall have no obligation to notify you of future tax law developments affecting your return(s) except as may be required by Circular 230.

Professional Fee

We will provide you with an invoice upon completion of your tax return which is based on the complexity of the tax return. Unless other arrangements have been made in advance, we will require full payment of preparation fees prior to releasing the completed tax returns. We do not release incomplete tax returns.

Record Retention

While it is your responsibility to maintain your own tax records, our company policy is that working papers related to this engagement will be retained for five (5) years. Upon the expiration of the five-year period, you agree that we are free to destroy such workpapers.

We appreciate the opportunity to be of service to you. Any modification to the terms of this Agreement must be made in writing and signed by both parties. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Sincerely yours,
Sarah M Kitchen EA Inc

THIS UNDERSTANDING IS AGREED UPON AND ACCEPTED BY:

Taxpayer Name _____ Signature _____ Date _____

Spouse (if joint) _____ Signature _____ Date _____

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