

Hines and Company, P.C.

Certified Public Accountants
405 Agnes Road
Post Office Box 11447
Knoxville, Tennessee 37939
Phone: (865) 584-3300
Fax: (865) 588-5757

Jenny L. Hines, CPA
Janna S. Hubbs, CPA
Sharon P. Johnson, CPA

Renee M. Davis, CPA, EA
Rena G. Beeler, CPA

Business Engagement Letter and Client Questionnaire

We appreciate the opportunity to work with and advise you regarding your income taxes. This letter is to confirm and specify the terms of our engagement for the year ended December 31, 2022 and to clarify the nature and extent of the services we will provide.

Our engagement will be designed to perform the following services:

1. Prepare the federal and requested state income tax returns with supporting schedules.
2. Perform any bookkeeping you request or that we find necessary for preparation of the income tax returns.

The Internal Revenue Service imposes penalties upon taxpayers, and upon us as tax professionals, for failure to observe due care in reporting for income tax returns. To ensure an understanding of our mutual responsibilities, we ask all clients for whom we prepare tax returns to confirm the following arrangements.

In order to assure that your returns are completed on or before the due date, we must receive substantially all of your information as follows:

- ***January 10th – Payroll tax returns, W2s and 1099s for your employees/contractors***
- ***February 10th – Partnership, S-Corp returns***
- ***March 10th – C-Corp, trust and individual returns***

Additionally, if we are missing information for your return 10 days prior to the return due date (March 5th for Partnership and S-Corp returns, April 5th for C-Corp, trust and individual returns), your return will be extended and completed after the deadline. This will allow us ample time to complete your return accurately.

Management is responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the financial records. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign and file them.

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. We may ask for clarification of some items, but we will not audit or otherwise verify the data you submit. We will render such accounting and bookkeeping assistance as you request for the preparation of the income tax returns.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. In order to avoid penalties, we will apply the "substantial authority" standard to resolve such issues. A position meets this test if it has at least approximately a four-in-ten likelihood of being sustained on its merits. You agree to honor our decisions regarding the need to make protective disclosures in your returns.

If an extension of time to file is required, any tax that may be due with the return in question must be paid with the extension request. ***Any tax amounts not paid in full by the filing deadline, without extensions, are subject to interest and late payment penalties until those amounts are actually paid.*** The IRS and state taxing authorities are becoming less and less willing to abate penalties for late filing without extreme circumstances.

The law also imposes penalties when taxpayers understate their tax liability. If you have concerns about such penalties, please call us.

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available, upon request, to represent you. Such representation will be a separate engagement. Fees and expenses for defending the returns will be invoiced in accordance with terms we agree upon for the engagement.

Our fee for services provided under this engagement will be based upon the amount of time required at our standard billing rates, plus out-of-pocket expenses. ***All invoices are due and payable upon presentation.*** We accept personal checks, Visa, MasterCard, Discover and American Express. All payments received more than thirty days late, will be charged a 1.0% per month finance charge.

Our engagement to prepare your tax returns covered by this engagement letter will conclude with the delivery of the completed returns (if paper filing) or with appropriate signatures and our subsequent submittal of the tax return (if e-filing). We are more than happy to answer questions and provide additional services throughout the year at our standard billing rates plus out-of-pocket expenses.

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, you may be waiving this privilege. To protect the right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any privileged communications, you agree to provide us with advance written 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. Communication solely concerning the preparation of the tax return is not considered privileged.

It is our policy to keep records relating to this engagement for **seven** years. When we return original records to you after the completion of the engagement, it is your responsibility to retain and protect the records for future use, including potential examination by governmental or regulatory agencies. By signing this engagement letter, you acknowledge and agree that upon the expiration of the seven-year period, we are free to destroy our records relating to this engagement.

If the foregoing fairly sets forth your understanding, please sign this letter on page three in the space indicated and return it to our office. If you have any new entity returns that you would like for us to prepare, please inform us by contacting your preparer or noting so at the end of this letter. We will send a separate engagement letter for those returns.

Our firm *Privacy Policy* and *Consent to Disclose Information* form are available on our website at <http://www.hinesandcompany.com/forms>.

We want to express our appreciation for this opportunity to work with you. Please call if you have any questions.

Please fill out the questionnaire on the next page, sign and return to us with your information for preparing your return. We cannot begin work on your return until we have this information.

Additionally, to maintain the same business standards that we advise you to employ, we shall not begin work on accounts with a past-due balance.

2022 Business Engagement Letter and Client Questionnaire

(please mark Yes or No to all questions and sign at the bottom)

If you received a PPP loan, please provide documentation for amounts received, forgiven and forgivable, even if not yet forgiven.

Y	N	Do you want to use [] direct deposit or [] direct debit for funds due to/from the taxing authorities? <i>Please make sure we have current bank information on file or attach a voided check to this questionnaire.</i>
Y	N	Do you need a paper copy of your tax return? If no, a copy will be delivered electronically via our client portal. Please make sure we have a current email address(es).
Y	N	Did you receive any correspondence from the IRS or other taxing authorities during the year?
Y	N	Has your contact information changed since your return was filed last year?
Y	N	Did you receive a 1099-K for payment card or third-party payor transactions? If yes , we need a copy of it.
Y	N	Did you make any changes to your company structure? New shareholders/partners?
Y	N	Did you have any operations/sales in any states other than the state where you are located?
Y	N	Did you have any virtual currency (i.e Bitcoin) transactions during the year? <i>For all reportable transactions, please provide Form 8949s from your virtual currency trading platform.</i>
Y	N	Did you make estimated tax payments? If yes , please provide dates, amounts, and indicate federal or state.
Y	N	If you make estimated tax payments during the year, do you need quarterly reminders?
Y	N	Were you required to file 1099s for payments to contractors?
Y	N	Have you filed all required informational returns (W2s, 1099s)?
		If we do not prepare your W2s, how many W2s were issued? _____
Y	N	Have you filed all payroll tax returns (941, 940, SUTA), and did you pay all taxes timely?
Y	N	Do you have a retirement plan, and have you made all contributions for the year?
Y	N	Did you buy or sell any assets (equipment, furniture, fixtures)? If yes, please provide details.
Y	N	Do you have appropriate documentation to substantiate mileage (mileage log), meals expenses, and summarized information provided to us?
Y	N	Did the company own or have signatory authority over foreign assets not held within a brokerage account (bank accounts, retirement or deferred compensation accounts, investments, annuities, life insurance, other assets, trusts or businesses)? If you are unsure, please contact your preparer to discuss.
Y	N	Do you expect any extraordinary changes next year that may affect your tax situation?
Y	N	Do you need to update the email address we have on file? <i>(please print email address clearly)</i> _____

Very truly yours,

Hines and Company, P.C.

My signature below signifies acceptance of the terms of this engagement letter and affirms that I am providing complete and accurate information for Hines and Company, PC to prepare my tax returns.

Accepted by: _____

Date: _____

Company: _____

Phone: _____

(please print clearly)