SPINELLI
ACCOUNTANTS › ADVISORS

S CORPORATE TAX RETURN ENGAGEMENT LETTER

January 2, 2026

Dear Client:

Spinelli CPA, PC is pleased to have the opportunity to work with you. This letter is to confirm our understanding of the terms and objectives of our engagement and for the year ended December 31, 2025 for income tax services and to clarify the nature and extent of the services we will provide.

Engagement Objective and Scope

Our engagement is limited to performing the following services:

1. Prepare the federal and state S corporation income tax returns.
2. Prepare any bookkeeping entries we find necessary in connection with preparation of the income tax returns.
3. Preparation of depreciation schedules.

We will not prepare any tax returns other than those identified above, without your written request, and our written consent to do so. We will rely upon the completeness and accuracy of the information and representations you provide to us to prepare your tax returns. We will not prepare financial statements or perform valuations of any kind. We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

We will prepare the above-referenced tax returns solely to assist you with your tax filing obligations with the Internal Revenue Service ("IRS") and applicable state and local tax authorities. Our work is 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.

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.

CPA 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:

- the Statements on Standards for Tax Services ("SSTS") issued by the American Institute of Certified Public Accountants ("AICPA"),
- U.S. Treasury Department Circular 230 ("Circular 230"),
- the Internal Revenue Code, Treasury Regulations, and any applicable state/local corollaries (collectively, "the Code").

As tax return preparers, these pronouncements also prohibit us from signing a tax return unless we have a reasonable belief that there is substantial authority for tax positions taken on the tax return, or we have a reasonable basis for tax return positions taken on the return which are disclosed as required by the Code. 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, we will be unable to proceed. If you are unwilling to disclose a position where required or we conclude that your failure to disclose does not permit us to sign your tax return, we will be unable to proceed.

It is your responsibility to safeguard your assets and maintain accurate records pertaining to transactions. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.

Spinelli CPA, PC will not make management decisions or perform management functions on your behalf.

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. 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.

We may deem it necessary to provide you with accounting and bookkeeping assistance solely for the purpose of preparing the tax returns. These services will be performed solely in accordance with the AICPA Code of Professional Conduct. In the event we conclude that such services are necessary to prepare your tax returns, these services will be billed at our standard hourly rates and will be subject to the terms of this Agreement.

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. However, such additional services are not included in the fees for the preparation of the tax return(s).

Client Responsibilities

You acknowledge and agree that your failure to comply with the responsibilities enumerated in this section 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, or loss of administrative rights. You agree to accept responsibility for any consequences of your failure to fulfill your responsibilities.

You are responsible for assuming all management responsibilities, and for overseeing any services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

You will provide us with a trial balance and other supporting data necessary to prepare your tax returns. You are responsible for providing us with accurate and complete information, including income and activities outside of the U.S. or your home state. The returns will be prepared solely from information provided to us without verification by us, although we may ask for clarification of certain information. 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.

A change in ownership may have unanticipated tax consequences if that change is not analyzed prior to completing the transaction. You are responsible for advising us of any change in ownership, including the death of a shareholder, so that it may be accurately reflected on the tax returns.

Certain transfers of ownership may result in the termination of your S election. A change in ownership also may be required to be reported on your return. You should understand the effects of any transaction involving new or existing ownership interests prior to completion, including the impact on the entity and/or other shareholders, and any additional elections, calculations, and reporting required. Assistance with analysis of any change in ownership transaction is not within the scope of this engagement.

You are responsible for distributing a copy of the S corporation's Schedule K-1s, including any attachments, to each shareholder.

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. Our records are not a substitute for yours. 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. 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. We will maintain records related to this engagement for 5 years.

You are responsible for ensuring that personal expenses, if any, are segregated 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.

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 complete, full and accurate disclosure of all relevant facts affecting the return(s) to us. You are responsible for adopting sound accounting practices and devising a system of internal controls.

You are responsible for complying with tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you and that foreign filing obligations are not within the scope of this 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. The preparation of any state or local tax return not listed above is not within the scope of our engagement. 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. 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.

There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, 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 currency 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.

You have final responsibility for the accuracy of your tax returns, which includes Schedules K-1, Schedules K-3, all other attachments provided to support the filing, and any payments due. We will provide you with a copy of your electronic tax returns and accompanying schedules and statements for review prior to filing with the IRS, state and local tax authorities, as applicable. You agree to review and examine them carefully for accuracy and completeness.

You will be required to review and sign a completed Form 8879-S, *IRS e-file Signature Authorization for Form 1120S*, and any similar state and local equivalent authorization form before your returns can be filed electronically. We shall not be liable for any penalties or interest resulting from your failure to timely sign and return Form 8879 or state equivalents.

In the event that you do not wish to have your tax returns filed electronically, please contact our firm. You will be responsible for reviewing the paper returns (including Schedules K-1/K-3, supporting attachments, and payments due) for accuracy, signing them, and filing them timely with the tax authorities.

You have final responsibility for the payment of your taxes in whatever amount ultimately determined. If you choose, you may opt to have funds automatically withdrawn from a designated account and transmitted when your tax return is electronically filed. We will not transmit partial payments. 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, and to ensure that sufficient funds are available at the

time of payment. We shall have no liability for any tax due, penalties, interest, or overdraft charges which may result from your failure to ensure sufficient funds are available at the time of payment.

Once your return is complete (e-file acceptance or provision of a paper copy to you), we shall have no obligation to update your returns for subsequent legislative or administrative changes or future judicial interpretations under this Agreement.

Extensions of Time to File Tax Returns

The original filing due dates for your tax returns are March 15, 2026. **Due to the high volume of tax returns prepared by our firm, you must provide the information needed to prepare the tax returns no later than February 25, 2026. Failure to do so may result in the inability to complete your returns by the original filing due dates.**

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. If we apply for an extension of time to file because you have not provided us all of the information needed to prepare the tax returns by the original due date, you agree to hold our firm harmless from any consequences arising from any election waived. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

Penalties and Interest Charges

Federal, state, and local 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.

Disclosure and Use of Taxpayer Information

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

Professional Fee

Our professional fees for tax services are based on the complexity of the work to be performed, and our professional time required for the professional services at our standard billing rates for the personnel working on the engagement, plus out-of-pocket expenses. Hourly rates vary from $75 to $315 depending on the staff member providing the services. In addition, this fee depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete

this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we prepare the tax returns. All invoices are due and payable upon presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of 1.5% per month (18% per year). If the account is turned over to an attorney or collection, an additional charge will be added to cover collection costs.

Termination and Dispute Resolution

We have the right to withdraw from this engagement, at our discretion, if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts. Our withdrawal will release us from any obligation to complete your return and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Agreement

Thank you for choosing Spinelli CPA, PC. We value your business and are looking forward to working with you.

If the above fairly sets forth your understanding of our tax engagement, please sign this letter in the space below and return it to our office. If you disagree with any of these terms, please notify us immediately. Please note that you are affirming to Spinelli CPA, PC your understanding of, and agreement to, the terms and conditions of this engagement letter by any one of the following actions: returning your signed engagement letter to our firm, returning your income tax information to us for use in the preparation of your returns, the submission of the tax returns we have prepared for you to the taxing authorities, or the payment of our return preparation fees.

Sincerely,

Spinelli CPA, PC

Accepted By:

Corporation Name: _____ Date: _____

Shareholder Name: _____ **Title:** _____

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ACCOUNTANTS › ADVISORS

Corporate Tax Return Organizer for 2025

January 2, 2026

The due date to file a Sub-Chapter S Corporate Tax Return with a December 31st year-end is March 15, 2026. **We would like you to provide us with your tax information as soon after year-end as possible to enable us to complete your tax return by the due date.**

Enclosed is an engagement letter with the understanding of the tax services we are to provide to your company. Please read and sign the enclosed engagement letter and return to us with your information to prepare your tax returns. If you have any questions please call our office.

If you use QuickBooks® as your accounting system, we would like access to the Quickbooks online as an accountant user or the Quickbooks Desktop accountants' copy if possible or a backup. This will enable us to obtain the necessary information for the tax return, and to make year-end adjusting entries for you. Please provide your Quickbooks® file on either a CD, thumb drive, email or upload your file through Quickbooks® to kspinelli@spinellicpa.com. **Please provide us with your company name, the QuickBooks® version you are using, as well as any user name and password needed to access the file.**

In addition to the QuickBooks® file, we will need:

1. Details of any changes in stock ownership.
2. Changes in any address, email and telephone numbers of the business and of the shareholders.
3. Who is the best person to contact with accounting related questions?
4. December 31, 2025 year end bank statements for all bank accounts.
5. Value (at cost) of ending inventory, if any, as of December 31, 2025.
6. List of all new assets purchased during the year, including date of purchase and how they were paid, cash, loan, leased, etc. (include leased vehicles).
7. List of all assets sold or traded during the year, including date of sale, selling price and/or trade-in value.
8. Balances as of December 31, 2025 for all loans outstanding including date of loan, original amount borrowed, interest rate, number of payments, amount of monthly payment, and bank or organization borrowed from.
9. Did you receive any other grants or loans, such as Economic Injury Disaster Loan (EIDL)? If yes, please provide information.
10. Quarterly Payroll tax returns - Form 941, State unemployment, Federal unemployment, State withholding for the period January 1, 2025 through December 31, 2025.
11. Did you file for and receive Employee Retention Tax Credits (ERTC)? If yes, please provide copies of any amended 941 returns filed. Amended corporate tax returns will need to be filed.
12. If you use a vehicle or equipment for off-highway business use, we will need the number of gallons of gas or diesel fuel used in the year. There is a tax credit for federal taxes paid on fuel used in off-highway business use (if you paid the federal tax at the pump).
13. Sales and Meals Tax reports filed for the periods of January through December 31, 2025, if applicable.
14. If your business performs services in multiple states we will need sales and wages broken down by each state.
15. List of items any shareholder paid for the business, which was not reimbursed and not recorded in the books.
16. If you would like us to prepare the 2025 1099's for your company, we will need the following information: recipients' name, address, social security number or FID number and the amount paid.

Meridian Accountants

17. Did you start a 401K plan during the year for the Company? If yes please provide us the cost for the setup of the plan as there may be a tax credit for this on the tax return.
18. If you have a 401K plan please confirm that an annual 5500 report is filed every year, if required. Please contact us if you need assistance.
19. Did the Corporation buy, receive, or sell any digital assets such as crypto currency?

If you are not using QuickBooks®, or not using all of the features of QuickBooks®, please be sure you provide us with the following, in addition to the above:

1. Trial balance, balance sheet and profit / loss statement for the year ended December 31, 2025.
2. Total sales for the year January 1, 2025 through December 31, 2025.
3. Total cash received for the year from all sources (i.e. sales, loans from banks, loans from shareholders, sales of equipment, etc). This should tie back to deposits made to the bank.
4. Total of all expenses paid for the year broken down by category (i.e. materials, supplies, taxes, wages, shareholder fringe benefits, shareholder distributions, etc). We will need a detailed breakdown of the taxes paid between sales tax, excise tax, property tax, payroll tax, federal corporate tax, state corporate tax and any other taxes paid. Meal expenses should be separately stated.
5. Bank statements and reconciliations for December 31, 2025 for all business bank accounts.
6. List of all Accounts Receivable as of December 31, 2025 (i.e. money owed to you from sales that were not collected by December 31, 2025).
7. List of all Accounts Payable as of December 31, 2025 broken down by categories (i.e. bills for goods and services relating to the year ending December 31, 2025, not paid by December 31, 2025).

If you could provide the above information to our office as soon as possible, it would be greatly appreciated. Since your business is a Sub-Chapter S Corporation, we must complete the corporate return before your personal return.

If we have not received all your information or if we are unable to complete your business return by February 25, 2026, we will apply for an extension of time to file your return. As a Sub-Chapter S Corporation, your personal tax return will also require an extension if we are unable to complete your corporate tax return by April 15th. With the application for extensions, payments must be included to cover any tax liability. We are able to extend the time to file your return but not the time to pay the tax due. If we find it necessary to extend your tax returns, we will contact you. The extensions will be filed electronically for the Corporation. The annual report will need to be either mailed or filed online by you by March 15th. If you have any questions, please call me.

Thank you for choosing Spinelli CPA as your tax advisor. We value your business and are looking forward to working with you.

Sincerely,

Spinelli CPA, PC