



# GITTELMAN & company, p.c.

- CERTIFIED PUBLIC ACCOUNTANTS
- MANAGEMENT CONSULTANTS

*"Tomorrow's knowledge today"*

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## 2022 Individual Tax Engagement Letter

January 1, 2023

Dear Client:

Gittelman & Company, P.C. ("firm", "we" or "our") is pleased to provide you with the professional services described below. This letter, and the attached Terms and Conditions Addendum and other attachments incorporated herein (collectively, "Agreement"), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

### Engagement Objective and Scope

We will prepare the following federal and state tax returns for the year ended December 31, 2022:

Form 1040  
Form NJ-1040, NJ-1040NR,  
NYS IT-201/203

U.S. Individual Income Tax Return

New Jersey/New York Individual Income Tax Returns

We will not prepare any tax returns except 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 presentations you provide to us to prepare your returns. We have not been engaged to and will not prepare financial statements. We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud or other illegal acts that come to our attention.

We will prepare the above-referenced tax returns solely for filing with the Internal Revenue Service ("IRS") and state and local tax authorities as identified above (collectively, the "returns"). Our work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose. This engagement pertains only to 2022 tax year, and our responsibilities do not include preparation of any other tax returns that may be due to any taxing authority. Our engagement will be complete upon delivery of the completed tax returns to you and return of the e-file authorizations to us.

We may from time to time, and depending on the circumstances, use certain third-party service providers and transmit information to them in serving your account. For example, such transmissions might include, but not be limited to: tax software providers for electronic filing, technical assistance, automated processing of tax forms, online backup services, and file sharing services. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information.

We are available under the terms of a separately stated engagement letter to provide a nexus study to determine if you have filing requirements in other states or jurisdictions.

Your returns may be selected for review by one or more than one taxing authority. 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 your written request to represent you during the examination and/or during any appeal. Any such representation will be the subject of, and governed by, a separate engagement letter.

You agree to indemnify and hold us harmless with respect to any and all claims arising from the use of the tax returns for any purpose other than filing with the IRS and state and local tax authorities regardless of the nature of the claim, including the negligence of any party.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. 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 identifying and developing and implementing internal controls applicable to your operations.

This engagement is limited to the professional services outlined above.

### **CPA Firm Responsibilities**

Unless otherwise noted, we will perform our services in accordance with the Statements on Standards for Tax Services ("SSTS") issued by the American Institute of Certified Public Accountants ("AICPA") and U.S. Treasury Department Circular 230 ("Circular 230"). It is our duty to perform services with the same standard of care that a reasonable income tax preparer would exercise in this type of engagement. 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.

We will prepare the returns from the information which you will furnish to us. It is your responsibility to provide all the information required to prepare complete and accurate returns. We will furnish you with questionnaires and/or worksheets as needed to guide you in gathering the necessary information. Your use of such forms will assist us in keeping our fee to a minimum. To the extent we render any accounting and/or bookkeeping assistance, it will be limited to those tasks we deem necessary for preparation of the returns.

I.R.S Code section 199A may apply to your tax filings for 2022. We will provide guidance as best as we can based on our interpretation of this code section. Many unanswered questions have arisen in the tax profession and the I.R. S. in many cases has yet to provide authoritative guidance. Further, the planning possibilities embedded in this code section may provide unintended results in other facets of tax planning such as a pension, F.I.C.A tax, reasonable and unreasonable compensation, entity selection, etc. By executing this engagement letter you are asserting that you are aware of the difficulties in tax planning created by this newly formed code section and waive any liability against our firm for either failing to contact us prior to December 31st and or subsequent authoritative guidance by the tax courts, I.R.S, and other agencies that may affect tax planning and preparation for current tax year. The timeliness of your cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare your returns within a reasonable period of time prior to the applicable filing deadline. Accordingly, if we do not receive information from you, as noted above, by March 15, 2023 , it will be necessary for us to pursue an extension of the due date of your returns, and we reserve the right to suspend our services or withdraw from this engagement.

In preparing your tax returns we may rely on information provided to you by other tax preparers such as but not limited to the following: K-1s, Schedule C summaries, Schedule E summaries. We will not undertake any responsibility to determine the accuracy of such information. However, we may ask for clarity and or additional questions regarding such information. Such information may be challenged or questioned by the taxing authorities. We assume no

responsibility for any changes made by the taxing authorities. In addition, you will hold us harmless from any additional tax, penalty, and interest that results from taxing authority changes.

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. 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.

#### **Confidentiality**

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 there is no expectation of privacy from the other concerning our services in connection with this Agreement. We are at liberty to share with either of you, without prior consent of the other, documents and other information concerning the preparation of your tax returns.

#### **Bookkeeping assistance**

We may deem it necessary to provide you with accounting and bookkeeping assistance solely for the purpose of preparing the tax returns. In the event we conclude that such services are necessary to prepare your tax returns, we will advise you in writing before services are performed and will you for the required services. You agree to pay for those required services.

#### **Prior year review**

Our review of the prior year's tax return will necessarily be limited and may not find all errors. We will, however, bring to your attention any errors that we find. If you ask us to prepare amended tax returns and address any other matters arising as a result of any error, and we agree to amend the returns, we will confirm this representation in a separate engagement letter.

#### **Estimated tax payments**

You may be required to make quarterly estimated tax payments. We will calculate these payments for the 2023 tax year based upon the information you provide to prepare your 2022 tax returns (the "safe harbor" rule). Updating recommended payments to more closely reflect your actual current year's income is not within the scope of this engagement. If you would like us to provide this service, and we agree to do so, we will confirm this update in a separate engagement letter.

#### **Tax planning services**

Tax planning services are not within the scope of this engagement. During the course of preparing the tax returns identified above, we may bring to your attention potential tax savings strategies for you to consider as a possible means of reducing your taxes in subsequent tax years. However, we have no responsibility to do so, and will take no action with respect to such recommendations, as the responsibility for implementation remains with you, the taxpayer. If you ask us to provide tax planning services, and we agree to provide them, we will confirm this representation in a separate engagement letter.

#### **Government inquiries**

This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may request our assistance in responding to such an inquiry. If you ask us to represent you, we will confirm this representation in a separate engagement letter.

#### **Third-party verification requests**

We will not respond to any request from banks, mortgage brokers or others for verification of any information reported on these tax returns. We do not communicate with third parties or provide them with copies of tax returns without your written consent.

### **Divorce**

If you inform us of your pending divorce, we will advise each of you to seek independent tax advice. As you may have conflicting interests you will both be required to sign a conflict of interest waiver. We will not be able to advise either of you until your divorce is finalized. For example, your income tax return filing status is an item about which we will need instruction. Electing a filing status of married filing jointly establishes joint liability for taxes owed and requires that certain tax-related decisions be made prior to the preparation of income tax returns. Consequently, we will require a letter of instruction from

both of your divorce attorneys identifying items needed to prepare your tax return and your agreement to same before the tax returns can be prepared. In the event you elect to file separate tax returns, you will both be required to sign new engagement letters prior to the preparation of your returns.

### **Tax Advice**

Any advice we may provide is based upon tax reference materials, facts, assumptions, and representations that are subject to change. We will not update our advice after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations. To the extent we provide written advice concerning federal tax matters, we will follow the guidance contained in Circular 230, §10.37, Requirements for Written Advice.

### **Arguable Positions**

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 the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the Internal Revenue Code (“IRC”), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and 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. We assume no liability. and you hereby release us from any liability, including but not limited to additional tax, penalties, interest, and related professional fees.

### **Reliance on Others**

If you wish to take a tax position based upon the advice of another tax advisor, we must comply with Circular 230, 10.37 § (b) and AICPA SSTS No.1 and related interpretations 1-1 and 1-2, which requires the position to meet the “realistic possibility”, “substantial authority” or “more likely not” standard, as applicable. You agree to obtain a written statement from the advisor confirming the standard that should apply so the position may be properly disclosed. If additional research or disclosure is required, you agree to pay for the additional charges necessary to complete the disclosure or research.

### **Substantial Understatement Penalties**

The law provides various penalties and interests that may be imposed when taxpayers underestimate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalties, are your responsibility, and that we have no responsibility in that regard. If you would like information on the amount or circumstances of these penalties, please contact me.

We may encounter instances 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 those instances, we will outline for you each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, we will adopt, on your behalf, the alternative which you select after having considered the information provided by us, provided the position(s) satisfy the substantial authority standard.

Without disclosure in the return itself of the specific position taken on a given issue, we must have a reasonable belief that it is more likely than not that the position will be held to be the correct position upon examination by taxing authorities. If we do not have that reasonable belief, we must be satisfied that there is at least a reasonable basis for the position, and in such a case, the position must be formally disclosed on Form 8275 or 8275-R, which form would be

filed as part of the return. If we do not believe there is a reasonable basis for the position, either the position cannot be taken or we cannot sign the return. In order for us to make these determinations, we must rely on the accuracy and completeness of the relevant information you provide to us, and, in the event we and/or you are assessed penalties due to our reliance on inaccurate, incomplete, or misleading information you supplied to us (with or without your knowledge or intent), you will indemnify us, defend us and hold us harmless as to those penalties.

The IRS and many states impose penalties for substantial understatement of tax. To avoid the substantial understatement penalty, you must have substantial authority to support the tax treatment of the item challenged by the IRS or adequate disclosure of the item. To fulfill the adequate disclosure requirement, you may be required to attach to your tax return a completed IRS Form 8275, Disclosure Statement, or 8275-R, Regulation Disclosure Statement, which discloses all relevant facts.

You agree to advise us if you wish to disclose a tax treatment on your return. If you request our assistance in identifying or performing further research to ascertain if there is "substantial authority" for the proposed position to be taken on the tax item(s) in your returns, and we agree to perform the research, we will confirm this representation in a separate engagement letter. It is your responsibility to contact us if additional assistance is required.

If we conclude as a result of our research that you are required to disclose a transaction on your tax return, you consent to attach a completed Form 8275 or 8275-R to your tax return for filing after we discuss the situation with you. You also agree to hold our firm harmless from any and all actual and consequential damages (including but not limited to tax, penalties, interest, and professional fees) you incur as a result of including such disclosures with your filed tax return regardless of the nature of the claim, including the negligence of any party.

Unless an undisclosed tax position meets the "realistic possibility" standard, as applicable, we will be unable to prepare the return and will withdraw from the engagement.

#### **Listed Transactions and Other Reportable Transactions**

The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS whose primary purpose is tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. You agree to advise us of any reportable transactions identified under tax laws and regulations. You agree that it is solely your decision to disclose any reportable transactions in the returns we prepare for you.

You acknowledge your responsibility to inform us of any listed transactions or other reportable transactions as designated by the IRS. You agree to hold our firm harmless with respect to any additional tax, penalties, interest and professional fees resulting from your failure to timely notify us, in writing, of all such transactions in order to facilitate the timely preparation and filing of your tax returns.

#### **Client Responsibilities**

We will provide you with an income tax organizer, upon your request, to help you compile and document the information necessary to prepare your income tax returns. You must complete the income tax organizer with accurate and complete information. Income from all sources, including those outside the U.S., is required. Otherwise, you agree to submit all tax information to us in a clear and concise format.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will, among other things, help assure the preparation of proper returns. Furthermore, you are responsible for evaluating the adequacy and results of the services we provide.

We rely upon the accuracy and completeness of both the information you provide in the income tax organizer and other supporting data you provide in rendering professional services to you.

### **Documentation**

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. You should retain all documents that provide evidence and support for reported income, credits, and deductions and other information on your returns, as required under applicable tax laws and regulations. You are responsible for the adequacy of all information provided in such documents. You represent that you have such documentation and can produce it, if necessary, to respond to any audit or inquiry by tax authorities. You agree to hold our firm harmless with respect to any additional tax, penalties, interest, and professional fees resulting from the disallowance of tax deductions due to inadequate documentation.

### **Gift Tax Returns**

The IRS considers a gift to be any transfer to an individual, either directly or indirectly, where full consideration (measured in money or money's worth) is not received in return. Under federal tax law, certain gifts are taxable and subject to an annual gift tax exclusion amount, which for 2022, is \$16,000 per taxpayer. You are responsible for informing us if gift tax returns are required to be filed. If you ask us to prepare these returns, we will confirm this representation in a separate engagement letter.

### **Gifts received from foreign persons**

If you received a gift or bequest from a foreign person or trust, you may be required to file a separate IRS Form 3520, *Annual Return to Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts*, or Form 3520-A, *Annual Information Return of Foreign Trust with a U.S. owner*. If you ask us to prepare this return, and we agree to prepare this return, we will confirm this in a separate engagement letter.

### **Personal expenses**

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. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.

### **Virtual Currency Used to Pay for Goods and Services**

Did you mine, buy, sell, or exchange a virtual currency, use a virtual currency to pay for goods and services, or receive a virtual currency as payment for goods and services? Be sure to let us know.

### **State and local filing obligations**

On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus stand in *South Dakota v. Wayfair, Inc. et. Al.* this decision significantly changes the landscape of sales and use tax compliance, especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and we will confirm this in a separate Agreement.

You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to income, franchise, sales, use, property or unclaimed property taxes. 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 acknowledge that the scope of our services under this Agreement does not include any services related to your compliance with tax obligations other than those identified in the Engagement Objective and Scope section of this Agreement. If you ask us to prepare any other returns, and we agree to do so, we will confirm this engagement in a separate Agreement.

### **U.S. filing obligations related to foreign financial investments and assets**

As part of your filing obligations, you are required to report the maximum value of specified foreign financial assets, which include financial accounts with foreign institutions and certain other foreign non-account investment assets that exceed certain thresholds. You are responsible for informing us of all foreign assets, so we may properly advise you regarding your filing obligations.

These assets include any ownership interests you directly or indirectly hold in businesses located in a foreign country, and any assets or financial accounts located in a foreign country over which you have signature authority. Based upon the information you provide; this information will be used to calculate any applicable foreign tax credits. We will also use this data to inform you of any additional filing requirements, which may include *Form 8938, Statement of Specified Foreign Assets*, and *FinCEN Form 114, Report of Foreign Bank and Financial Accounts* (“FBAR”). Failure to file required forms can result in the imposition of both civil and criminal penalties, which may be significant. The FBAR is not a tax return and its preparation is not within the scope of this engagement. If you ask us to prepare the FBAR, we will confirm this representation in a separate engagement letter.

Based on the information you provide, you may have additional filing obligations including but not limited to:

- Ownership of or an officer relationship with respect to certain foreign corporations (Form 5471);
- Foreign-owned U.S. corporation or domestic disregarded entity (Form 5472);
- Foreign corporation engaged in a U.S. trade or business (Form 5472);
- U.S. transferor of property to a foreign corporation (Form 926);
- U.S. person with an interest in a foreign trust (Forms 3520 and 3520-A);
- U.S. person with interests in a foreign partnership (Form 8865);
- U.S. person with interests in a foreign disregarded entity (Form 8858); or
- Statement of specified foreign assets (Form 8938).

You are responsible for informing us of all foreign assets owned directly or indirectly, including but not limited to financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provide to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you.

Based upon the information you provide, we will use this data to inform you of any additional filing requirements, which may include *FinCEN Form 114, Report of foreign Bank and financial Accounts* (“FBAR”). The FBAR is not a tax return and its preparation is not within the scope of this engagement. If you ask us to prepare the FBAR and we agree to prepare the FBAR, we will confirm this engagement in a separate Agreement.

Failure to timely file the required forms may result in substantial civil and/or criminal penalties. By your signature on your 2022 individual federal tax returns or IRS Form 8879, you agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interests, or over which you have signature authority, during the above referenced tax year.

The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us and we will respond in writing. Only advice that is in writing may be relied upon. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

#### **Foreign filing obligations**

You are responsible for complying with the 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.

We will also provide you with interim and year-end tax planning services on issues that you specifically bring to our attention in writing. Our ability to provide you with appropriate guidance on such issues will depend entirely on the timeliness, accuracy, and completeness of the relevant information bearing on the issue which we will rely on you to provide. Although we may orally discuss tax planning issues with you from time to time, such discussions will not constitute advice upon which we intend for you to rely for any purpose. Rather, any advice upon which we intend for you to rely, and upon which you will rely, will be embodied in a written report or correspondence from us to you, and any such writing will supersede any prior oral representations between the parties on the issue.

### **Virtual currency**

The IRS considers virtual currency (e.g., Bitcoin) as property for U.S. Federal income tax purposes. As such, any transactions in, or transactions that use, virtual currency are subject to the same general tax principles that apply to other property transactions.

If you had virtual currency activity during the tax year, you may be subject to tax consequences associated with transactions and may have additional reporting obligations. You agree to provide us with complete and accurate information regarding any transactions in or transactions that have used, virtual currency during the applicable tax year.

### **Other income, losses and expenses**

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

### **Ultimate responsibility**

You have final responsibility for your tax returns. 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 and state and local tax authorities as applicable. You agree to review and examine them carefully for accuracy and completeness.

You will be required to verify and sign a completed Form 8879, IRS e-file Signature Authorization, and any similar state and local equivalent authorization form before your returns can be filed electronically.

In the event that you do not wish to have your tax returns filed electronically, please contact our firm. Additional procedures will apply. You will be responsible for reviewing the paper returns for accuracy, signing them, and filing them timely with the tax authorities.

### **Timing of the Engagement**

We expect to begin our services upon receipt of the completed 2022 income tax organizer and all documents requested either in the organizer or by our office. All information must be sent to us either using our Smart Vault (“SM”) secure client portal, other safe and secure electronic means acceptable to us, or by mail or drop off at our offices.

Our services will conclude upon the earlier of:

- delivery of the completed 2022 tax returns to you and the return of the e-file authorization forms,
- written notification by either party that the engagement is terminated, or
- one year from the date your return was sent to you either electronically or by mail.

If you have the option to file a paper return and choose to do so, or if certain events do not allow us to e-file these returns, our services will conclude upon the earlier of:

- mailing or delivery of your 2022 tax returns for your review and filing with the appropriate tax authorities, or
- written notification by either party that the engagement is terminated, or
- one year from the date your returns were mailed to you.

### **Extensions of Time to File Tax Returns**

The original filing due dates for your tax returns are April 15, 2023, for federal and state. **Due to the high volume of tax returns prepared by our firm, you must provide the information needed to complete the tax returns no later than March 15, 2023, so that the returns may be completed by the original filing due dates.**

It may become necessary to apply for an extension of the filing deadline 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 extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. 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. (See Congestion Pricing Below).

**To the extent you wish to engage our firm to apply for extensions of time to file tax returns on your behalf, you must notify us of this request in writing. Our firm will not file these applications unless we receive your express written authorization to file for an extension. In some cases, your signature may be needed 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.**

### **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, as the taxpayer, remain responsible for the payment of all tax, penalties, and interest charges imposed by tax authorities.

We rely on the accuracy and completeness of the information you provide to us in connection with the preparation of your tax returns. Failure to disclose or inadequate disclosure of income or tax positions may result in the imposition of penalties and interest charges.

### **Professional Fees and Billings**

An invoice for our fees will be included in your return or may be billed as our services are performed.

Our professional fee for the services outlined above is based upon the complexity of the work to be performed and our professional time to complete the work, as well as out-of-pocket expenses. Additionally, this fee depends upon the availability, quality, and completeness of your records and the information you provide to us. Our fees for this engagement are not contingent on the results of our services. You agree to pay all fees and expenses incurred whether or not we prepare the tax returns. You agree that you will deliver all records requested and respond to all inquiries made by our staff on a timely basis.

In the event your records are not submitted in a timely manner (before March 15, 2023) for returns not requiring extensions and before September 1, 2023 (for returns on extension), or are incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem (See Congestion Pricing Below).

### **Congestion Pricing**

Due to the unprecedented demand for tax preparation services, complexities associated with the tax law and tax preparation and the peak time deadlines imposed to complete these returns, Gittelman and Company will be implementing congestion pricing for the 2022 tax filing season.

Those clients that do not submit “**substantially all**” of their 2022 tax data and information by March 15, 2023, for those returns where tax extensions will not be filed, and by September 1, 2023, where extensions are filed, **will be subject to a fee surcharge of 35% of the base 2022 tax preparation fee.**

“Substantially all” means the submission of all information that is available to you on or before each deadline above.

Example 1, if a client has received all of their tax information but is missing a 1099 form from a brokerage account, the submission of all of the tax information, not including the missing 1099 form, before March 15, 2023 would satisfy the “substantially all” requirement above.

Example 2, if a client has received all of their tax information but is missing three Schedule K-1’s from partnerships and S corporations, the submission of all of the tax information, not including the missing Schedule K-1’s, before March 15, 2023 would satisfy the “substantially all” requirement above.

Clients have a number of means in delivering tax information to us:

1. Upload to the client source folder in our secure client **Smart Vault Portal (preferred)**
2. Upload files to a secure drop box we can access or as secure pdf attachments to an email
3. Send by USPS or overnight courier
4. Drop off at our Clifton NJ offices during our business hours
5. Drop off at our Clifton NJ offices after our business hours using our new drop box located in the front of our office

All information will be time stamped and you will be notified via email if the congestion pricing applies to you.

In addition to the above, as we have offered for many years, clients can also input their 2022 tax information using our secure e-organizer product or by including a completed tax organizer and including it with the 2022 tax information submitted above.

Your cooperation in delivering your 2022 tax information is critical to assisting us with the preparation of your 2022 tax returns.

We will bill you for our professional fees, expenses and out-of-pocket costs as of the date we deliver our work product to you. These include an e-file fee, computer fee, and other disbursements. Payment is due within 15 days of the date on the billing statement.

Should any additional state/city returns be required, you will be billed an additional fee per state/city.

Our fees increase by a minimum of 3% annually based on inflation and cost of living.

Any additional time incurred for other projects not stipulated above will be billed at our firm’s standard hourly rates. This includes response to and representation before IRS and state/city tax authorities, consulting services, gift and estate planning, bank financing meetings and business consulting services. If these are requested, a separate engagement letter outlining these services will be sent. Additionally, you hereby agree that if our Firm or professionals at our Firm are subpoenaed or otherwise required to provide documents, evidence and/or other testimony with respect to the Company, you will promptly (1) pay our Firm (at our Firm’s standard hourly rates) for the actual time spent (a) responding to such subpoenas or other inquiries and (b) providing documents, evidence and/or other testimony; and (2) reimburse our Firm for its actual expenses.

You agree that in the event your payment of tax is not received by the due date of the tax return, we will not be responsible for your failure to meet government and other filing deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet the deadlines, and for any other damages (including, but not limited to consequential, indirect, lost profits, or punitive damages) incurred by you as a result of the late filing or non-filing of the tax returns.

It is our practice to issue invoices on a monthly basis. All invoices are payable upon presentation, and we expect prompt payment. In the absence of our receipt of a written objection to any invoice within thirty (30) days of the date the invoice is rendered, you will be deemed to have accepted and acknowledged, as correct, the services rendered as described in the invoice and the value thereof. You will be charged interest at the rate of 9% per annum on any invoice not paid within sixty (60) days. You agree to reimburse us for all costs of collection which may include, but not be limited to, attorneys' fees, costs of suit and/or filing fees. In accordance with our firm policies, services may be suspended, including current work on returns or other documents not yet completed, if your account becomes thirty (30) days or more overdue and services will not be resumed until your account is paid in full or we have agreed to alternative payment arrangements. We shall have no obligation to issue to you financial statements, tax returns, or other documents we have prepared in the course of our engagement, but not yet issued or delivered to you, to the extent we have not received full payment for the preparation of such documents, however, this shall not limit your right, as set forth below, to request copies of your records, and tax returns and other documents we have prepared for you and previously delivered or issued to you. If payment has been received for current services, but an outstanding balance remains for prior services provided to you by this firm, we reserve the right not to perform future services for you, such as filing an already prepared tax return, until the balance is paid in full. You agree to indemnify and hold this firm, its shareholders, principals and employees harmless and release us from any liabilities, losses and costs arising out of our failure to release documents that we have not previously issued or delivered, or to provide additional services due to non-payment. For the avoidance of doubt the provisions of this paragraph shall survive any termination or expiration of this engagement.

Should we receive any request for the disclosure of your information, including without limitation, confidential or privileged information from any third party, including a subpoena or IRS summons, we will notify you, except to the extent we are legally prohibited from doing so. You hereby agree that in any instance in which our Firm (including, but not limited to, any of its principals or employees) is requested to provide documents, information, evidence, or testimony, or to respond to another request, including but not limited to, a subpoena or IRS summons, or to represent you before the IRS or any state or local authority (including but not limited to, tax examinations, consulting, and/or other services that you request), arising from, relating to, or in any way concerning, you or the provision of services by our Firm to you, you will promptly (1) pay our Firm (at our Firm's standard hourly rates) for the actual time (including, without limitation, time spent traveling to destinations in connection with the following): (a) evaluating, responding to, limiting, and defending against, requests, such subpoenas or other inquiries and (b) reviewing, assembling, preparing, evaluating and providing documents and other information, and preparing for, and providing evidence and/or other testimony; and (2) reimburse our Firm for its actual expenses, including without limitation, attorneys' fees, consultant fees, expert fees, travel expenses, and other out-of-pocket expenses incurred in connection with any of the foregoing. We may require that reasonable costs be advanced to us and a retainer provided in connection with our response to any request for disclosure. For avoidance of doubt, the provisions of this paragraph survive any termination or expiration of this engagement.

### **Termination of Engagement**

Both you and this firm have the absolute right to terminate this engagement for any reason and at any time by notifying the other party in writing. In the event of a termination of this engagement, we will comply with applicable ethical requirements as set forth in the Statements on Standards for Tax Services issued by the AICPA, including the Ethics Interpretations, and other applicable law, and we agree to perform all actions necessary to complete our withdrawal. In the event of a termination of our engagement, original client records will be returned to you but the Firm will be under no obligation to provide you with any documents that we have prepared and not yet issued, if we have not received payment for such documents. Said documents will be released upon request in accordance with AICPA guidelines or applicable law. Other documents and records in our files, such as "working papers" are our property and may be released in our discretion in accordance with AICPA guidelines and applicable law, provided that, in accordance with

the following and AICPA guidelines and applicable law, you may request copies of information included in our “working papers” to the extent such information would ordinarily constitute part of your books and records and it is not otherwise available to you, as well as any records, tax returns, or other information which are contained within our “working papers” which we prepared and for which we were paid by you. You agree to indemnify and hold the Firm, its shareholders, principals and employees harmless and release us from any liabilities, losses and costs arising out of our failure to release documents in good faith in accordance with the foregoing provision. You agree to pay for all services rendered and expenses incurred in connection with our engagement by you or as otherwise set forth herein prior to the withdrawal and in connection with our withdrawal; you also agree that, in accordance with AICPA guidelines and applicable law, you will pay us (in advance if requested by us) for the time and expense reasonably anticipated to be incurred to retrieve, copy and transmit documents or records you request, whether during our engagement or in connection with completion of our withdrawal.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your return. You will be obligated to compensate us for all time expended and to reimburse us for all of our out-of-pocket costs, through the date of termination.

Please note that any original client records retained by us will be returned to you upon the completion of the services rendered in connection with this engagement, and you will provide us with a receipt for the return of such records. When records are returned to you, it is your responsibility to retain and protect such records for possible future use, including potential examination by any government or regulatory agency. We are permitted to destroy all other records to the extent that our Firm is no longer required to retain such records, in accordance with applicable laws, AICPA guidelines, and tax regulations.

You should retain all the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them.

#### **Limitations; Transmissions; Miscellaneous Provisions**

You hereby agree that our maximum liability to you and/or any third party for any reason, including our negligence, relating to the services performed pursuant to this engagement shall be limited to the fees actually paid by you for the service or work product giving rise to such liability; nor shall we be liable for lost profits, indirect, consequential, special, incidental, or punitive damages, losses or expenses caused to you or any third party.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Record Retention Policy**

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to

compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate, incomplete, or misleading information that you provide to us during the course of this engagement (with or without your knowledge or intent), you agree to indemnify us, defend us, and hold us harmless as against such obligation.

Notwithstanding anything contained herein both accountant and client agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at our offices located at 300 Colfax Avenue, Clifton, in Passaic County, USA and Passaic County, New Jersey, USA shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of New Jersey.

This letter shall be governed and interpreted under the laws of the State of New Jersey, without regard to its choice of law provisions. Both parties hereby consent to the exclusive jurisdiction of the Superior Court of New Jersey, Passaic County, and the United States District Court for the District of New Jersey for all disputes, claims, or controversies relating to the terms and conditions of this letter, including but not limited to the enforcement and interpretation thereof; provided, however, that any judgment may be enforced in any court of competent jurisdiction.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary.

In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.

**Waiver of Right to Trial by Jury:** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION CONCERNING THIS LETTER, ENGAGEMENT, OR ANY AND ALL MATTERS ARISING DIRECTLY OR INDIRECTLY HEREFROM. YOU REPRESENT THAT YOU HAVE CONSULTED WITH COUNSEL OF YOUR CHOICE OR HAVE CHOSEN NOT TO DO SO SPECIFICALLY WITH RESPECT TO THIS WAIVER.

**[Joint Returns Only:** Because the income tax returns, we are to prepare in connection with this engagement may be joint returns, and because you will each sign those returns, you are each our client. You each acknowledge that there is no expectation of privacy from the other concerning our services in connection with this engagement, and we are at liberty to share with either of you, without the prior consent of the other, any and all documents and other information concerning preparation of your returns. We will require, however, that any request for documents or other information be communicated to us in written form. You also acknowledge that unless we are notified otherwise in advance and in writing, we may construe an instruction from either of you to be an instruction on your joint behalf. Absent a contrary written instruction in the future, from either or both of you, we will communicate with either or both of you at the mailing address listed on your 2022 individual tax returns.

For the avoidance of doubt, no third-party beneficiaries exist with respect to the provision of services hereunder. You hereby agree to indemnify, defend and hold us harmless from and against any and all claims by third parties relating to the services provided by us. Further, for avoidance of doubt, the provisions set forth under this heading (Limitations; Transmissions; Miscellaneous Provisions) survive any termination or expiration of this Agreement.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If, after full consideration and consultation with counsel, if so desired, you agree to authorize us to prepare your personal income tax returns pursuant to the terms set forth above, please execute this letter on the line below designated for your signature, and return the original of this executed letter to this office along with a completed copy of the enclosed tax organizer and the supporting documentation requested therein. You should keep a copy of this fully executed letter for your records. If this firm does not receive from you the original of this letter, in fully executed form, but receives from you a completed copy of the enclosed tax organizer and/or supporting documentation requested therein, then such receipt by this office shall be deemed to evidence your acceptance of all of the terms set forth above. If, however, this office receives from you no response to this letter, then this office will not proceed to provide you with any professional services, and will not prepare your income tax returns.

**By signing and filing your 2022 Federal and State tax returns or by signing and returning related e-file authorization forms to us (Form 8879) and any similar state and local equivalent authorization form), you affirm that the foregoing accurately expresses your understanding of the nature and extent of our services and related fees.**

Thank you for your attention to this matter, and please contact me with any questions you may have.

Very truly yours,

**GITTELMAN & COMPANY, P.C.**

MIG/dr