

KEMBEL TAX SERVICE, INC

2023 ENGAGEMENT LETTER

1. You have requested Kembel Tax Service, Inc. (KTS) prepare your 2023 tax return. Tax returns are filed electronically with a few exceptions that may require you to mail. As a client, you are responsible for:

- A. **Supplying us with a current and correct record of all income and deductions needed in an organized manner.** We may ask for clarification of some items but will not audit or otherwise verify the data you submit.
- B. **Maintaining any documents or receipts that might be needed by the IRS for a period of at least three years.** KTS is not responsible for any penalties or interest assessed by the IRS on deductions that you cannot substantiate.
- C. **You acknowledge that you have reported all income you received including barter, crypto-currency, consumer to consumer activity, cash-based revenues, and all other income whether received in-person, in-kind, or electronically.**
- D. **Signatures for the confirmation of the prepared return and permission to file electronically must be done only by the person (or persons) noted on the return unless there is a POA.**
- E. **Payment is due upon completion of the service or if we have not had contact for 60 days.** Fees can be applied from your refund; however, if the refund is not issued for any reason, then KTS will reach out to you to collect those fees. After 30 days, payment is past due and is subject to a \$20.00 late fee. Returned checks are subject to a \$25.00 fee. If court action is needed, then court fees, attorney fees, and a \$50.00 collection fee will be added to the original amount owed to KTS.
- F. **Our fee does not include responding to inquiries or examinations by taxing authorities or third parties, for which our fee will be separately billed for time and expenses.**
- G. **The agreement of the client and KTS is to be interpreted and governed in accordance with the Laws of Virginia.**
- H. **By signing this form, you are agreeing to payment for services rendered.** If you choose to file Married filing Separately and have brought information for both returns, then the signer of the form below is responsible for payment of both returns.
- I. **We do not automatically file extensions for clients.** It is your responsibility to notify us in writing/email/fax that you wish for us to extend your tax return and receive acknowledgement from us. Failure to extend may make you liable for penalties. Furthermore, filing an extension does not relieve you of your obligation to pay your taxes by the due date. Failure to pay on time (usually April 15) could also result in additional taxes and interest due.
- J. **Anyone mentioned on the tax return having a financial interest, or signature, or other authority over foreign bank accounts, securities, or other foreign financial accounts having an aggregate value of \$10,000.00 or more shall report such a relationship.** Failure to disclose the required information to the US Department of the Treasury may result in substantial civil and/or criminal penalties. Such disclosures include filing form 8938 with this form 1040. In addition to a form 8938, a form FINCEN 114 may also be required. KTS does not provide FINCEN filings. If you do not provide our firm with the required information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required income tax related forms and penalties may be due for which we have no responsibility. In the absence of such information being provided, we will presume you do not have any foreign assets or financial interests and will not file any applicable disclosure forms without separate written authorization.
- K. **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 or confidential or proprietary information.

2. **Privacy laws established by the IRS prohibit us from providing confidential information or copies to anyone other than you without your specific, written authorization.** To comply with these regulations, we provide all copies of all returns to you in a secure web portal as discussed below. In the interest of maintaining service quality and timeliness, we may use a 3rd party service

provider to assist us in the use of technology to facilitate compliance with disclosure and storage of your tax information. We and the 3rd party provider have established written procedures and controls designed to protect confidentiality and maintain data security.

3. **In the interest of facilitating our services to you, we utilize a secure web portal.** Your use of this portal must comply with our standards of use, and as owners of the portal, we retain the right to limit and deny use of the portal for inappropriate purposes. Your use of this portal allows you access to all your income tax related information and you may download or forward these files to third parties.

4. **It is our responsibility to electronically file your return and provide you with paper and/or electronic copies of the prepared return, as well as returning all your original documentation.**

5. **We appreciate the opportunity to serve you.** Please date and sign the enclosed copy of this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. It is our policy to initiate services after we receive this executed engagement letter. If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

2023 CLIENT QUESTIONNAIRE

Report the total of any online or other purchases in 2023 where VA sales tax was not collected. \$ _____ Enter zero if none.

Did you receive, sell, send, exchange, or otherwise dispose of any financial interest in any virtual currency in 2023?
___ YES ___ NO

Did you receive healthcare through the ACA/Marketplace/Obamacare at any time in 2023? ___ YES ___ NO
If yes, you must include Form 1095A.

Did you purchase a qualifying plug-in electric drive motor vehicle in 2023? ___ YES ___ NO
If yes, please provide the sales receipt./invoice, showing year, make, model, VIN, and date of purchase.

Did you make any energy saving improvements to your home in 2023? ___ YES ___ NO

Check all that apply and provide receipts showing amount spent on each category: windows ___ exterior doors ___ central AC ___ furnaces ___ HVAC unit ___ water heater ___ insulation ___ heat pump ___ biomass stove ___

At any time during 2023, did you or your spouse have signature authority over any foreign bank/investment accounts totaling \$10,000 or more? If yes, you will need to prepare an FBAR through FINCEN. These accounts might be family owned, but you are able to sign. This might include Gambling & Fantasy Sports accounts. ___ YES ___ NO

If your address, phone #, email has changed, or are claiming different dependents than last year, please provide details:

All information given to Kembel Tax Service on this form and other information given pertaining to the preparation of this income tax return is true to the best of my knowledge. The responsibility for proof of reported income and any other expenses falls solely on the taxpayer.

I confirm that I have provided all income during 2023, including the sales of personal property that may have resulted in a form 1099K being issued.

Taxpayer Signature: _____ Date: _____

Print Name: _____

Spouse Signature: _____ Date: _____

Print Name: _____