

Tax Return Preparation Agreement - Business

The Mangold Group, CPAs is pleased to provide you with the professional services described below. This letter, and the attached Terms and Conditions Addendum and any 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, 2018.

- Prepare the current and subsequent U.S. Corporation Income Tax Return (Form 1120S or 1120) or U.S. Partnership Information Return (Form 1065) or U.S. Trust Income Tax Return (Form 1041) with supporting schedules.
- Prepare the current and subsequent Texas Franchise Tax return (if required).
- _____
- _____

We will not prepare any tax returns except those identified above, without your written request, and our written consent to do so. We will prepare your tax returns based upon information and representations that you provide to us. 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.

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. Our work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.

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.

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.

Bookkeeping assistance

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. We will request your approval in writing before rendering these services. Additional charges will apply for such services.

Estimated tax payments

You may be required to make quarterly estimated tax payments. We will calculate these payments for the 2019 tax year based upon the information you provide to prepare your 2018 tax returns and have no obligation to update recommended payments after the engagement is completed. If you ask us to update your estimated tax payments, we will confirm this update in a separate engagement letter.

Tax planning services

Our engagement does not include tax planning services. 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, 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.

Tax Advice

Our advice is based upon tax reference materials, facts, assumptions, and representations that are subject to change. Tax reference materials include, but are not limited to the Internal Revenue Code (“IRC”), tax regulations, Revenue Rulings, Revenue Procedures, private letter rulings and court decisions. 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 there is sufficient support 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 decisions. If the IRS, state or local tax authorities later contest the position taken, additional tax, penalties and interest may be assessed. We assume no liability, and you hereby release us from any liability for such 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, you agree to obtain a written statement from the advisor confirming that the position should meet the “substantial authority,” or

“more likely than not” standard, as applicable. In preparing your federal tax return, we are subject to a diligence as to accuracy regarding reliance on others standard, as defined in revisions to Circular 230, §10.22(b). To the extent a position is based upon the advice of another tax advisor, prior to preparing or signing the tax return, the AICPA SSTS No. 1 also requires our firm to have a good faith belief that the position has, at a minimum, a realistic possibility of being sustained administratively or judicially on its merits, if challenged. Additional charges will apply to such research.

Substantial Understatement 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. A disclosed tax position that meets the reasonable basis standard must have some authority supporting the position and be more than simply arguable.

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, 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 “substantial authority” or “more likely than not” 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. Additional charges will apply for such research.

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.

Tax Shelters

Section 506 of the Tax Extenders and Alternative Minimum Tax Relief Act of 2008 requires our firm, as tax return preparers, to conform to a higher standard than the taxpayer when an undisclosed tax position is

related to a tax shelter as defined in IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, or a reportable transaction to which IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, applies. This higher standard requires the preparer to have a reasonable belief that the undisclosed tax position would more likely than not be sustained on its merits if challenged by the IRS, and that there be a reasonable basis for the tax treatment. We may have to spend additional time preparing your return due to the research and analysis necessary to meet the standard. Accordingly, by executing this Agreement, you acknowledge that you are aware of this difference in standards, and consent to our preparation of your federal tax return in accordance with the standards applicable to our firm as tax preparers.

Client Responsibilities

You will provide us with a trial balance and other supporting data necessary to prepare your tax returns. You must provide us with accurate and complete information. Income from all sources, including those outside of the U.S., is required.

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

On-line access to information

To the extent you provide our firm with access to electronic data via a local or online database from which we will download your trial balance or other information, you agree that the data is accurate as of the date and time you authorize it to be downloaded.

Transfer pricing

Your transactions with related parties are subject to the transfer pricing rules of IRC §482, Allocation of Income and Deductions Among Taxpayers, which require that such transactions are conducted in an arm's length manner. Taxpayers who do not have the required documentation can be subject to significant penalties if transfer pricing adjustments are sustained upon examination by the IRS. You acknowledge and confirm that you can document your transfer pricing policies in accordance with IRC §482 and §6662, Imposition of Accuracy-Related Penalty on Underpayments, and the regulations thereunder to reduce this risk. If you ask us to conduct a transfer pricing study, we will confirm this representation in a separate engagement letter.

S corporation shareholder agreements

You should review your corporate buy-sell agreement and other stock agreements with your attorney to ensure these documents meet your goals for the transfer of corporate stock.

Salaries and wages for S corporation shareholders

You are responsible for determining the appropriate salary or wage to pay shareholders. If the IRS determines that the S corporation made distributions in lieu of an appropriate shareholder salary or wage, the IRS may reclassify the payments. As a result of the reclassification, the shareholder and S corporation may be responsible for employment taxes on the reclassified amounts in addition to penalties and interest. You agree to hold our firm harmless with respect to any additional tax, penalties, interest and professional fees resulting from changes to S corporation shareholder salaries and wages.

S corporation distributions

Distributions should be made to shareholders on a per share, per day basis. If distributions were not made proportionately, the IRS may take corrective action, including potentially revoking the entity's S

corporation election, which may result in unfavorable tax consequences. As such, it is your responsibility to ensure that shareholder distributions are made on a pro-rata basis.

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 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.

Personal expenses

You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, entertainment, vehicle use, gifts, and related expenses are supported by necessary 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.

State and local filing obligations

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. You agree that we have no responsibility to research these obligations or to inform you of them. 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 of this responsibility in writing and ask you to contact us. If you ask us to prepare these returns, we will confirm this representation in a separate engagement letter.

U.S. filing obligations related to foreign financial 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 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.

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.

Employment records

You are responsible for obtaining Form I-9, Employment Eligibility Verification, from each new employee at the time of employment. In addition, Federal Form W-4, Employee's Withholding Allowance Certificate, and the applicable state equivalent should be retained for all employees. Failure to obtain these forms may subject an employer to penalties. Additional state requirements related to employment records may exist. At your written request, we are available to provide written answers to your questions on required documentation.

Worker classification

You acknowledge and confirm that you are responsible for determining the correctness of any worker classification. Payroll tax withholding and related employer payroll tax implications result from this determination. We recommend obtaining a signed contract and signed Form W-9, Request for Taxpayer Identification Number and Certification, from all independent contractors. You should also issue a Form 1099-MISC, Miscellaneous Income, to all unincorporated independent contractors to whom you pay \$600 or more for services. At your written request, we are available to provide written answers to your questions on required documentation.

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 applicable to the entity return 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 your December 31, 2018, trial balance, and other supporting data agreed to above.

If your federal return is electronically filed, our services will conclude upon the earlier of:

- the filing and acceptance of your 2018 tax returns by the appropriate tax authorities and mailing or delivery of non-electronically filed tax returns (if any) for your review and filing with the appropriate tax authorities,
- written notification by either party that the engagement is terminated, or

- one year from the execution date this Agreement.

Extensions of Time to File Tax Returns

The original filing due date for tax returns Form 1120S and Form 1065 for the year ended December 31, 2018, is March 15, 2019 (2 ½ months after year-end). **Due to the high volume of tax returns prepared by our firm, the information needed to complete the tax returns must be received no later than January 31, 2019, so that the returns may be completed by the original filing due dates.** The original filing due date for Form 1120 and Form 1041 for the year ended December 31, 2018, is April 15, 2019, (3 ½ months after year-end), and the **information needed to complete Form 1120 and Form 1041 by the initial due date must be received by February 28, 2019.**

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.

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 an executed copy of this Agreement and 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.

We are available to discuss this matter with you at your request. Additional charges will apply for such services.

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

Our minimum professional fee for the services outlined above is \$1,750. A fee quote will be provided upon request after a CPA views the prior returns. Our fees are based upon the complexity of the work to be performed, and our professional time, as well as out-of-pocket expenses. In addition, our fees depend 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.

Exhibit A - Trial Balance Examination Checklist

Assumptions:

- All Financial Statements tie out and are complete and accurate:
 - Trial Balance is in balance and matches Balance Sheet (also in balance)
 - Income Statement and all subledgers match the general ledger
 - Net Income from the Income Statement flows to the Balance Sheet
- Prior Year ending trial balance (used to produce the tax return) equals current year beginning trial balance
- All third-party applications are reconciled to the accounting records (examples: Bill.com, Expensify, ADP, Shopify, FreshBooks, etc.)
- Accounting records (the books) are *closed*ⁱ for the period of the *examination*ⁱⁱ

External Documents (list is not comprehensive):

- Bank & credit card statements covering the period
- Receipts, bills, etc. to support
 - Fixed Asset additions or disposals (with dates, amounts & description of asset)
 - Insurance premiums & policies
 - Membership dues
 - Copy of leases, loans (equipment, employee, shareholder), donations
- Annual calendar-year payroll summary by employee
- Filed copy of the following tax forms:
 - Payroll Forms 940 & 941, W2 & W3 & state unemployment reports for all quarters
 - Federal estimated tax payments (if any)
 - State Sales tax forms
 - Property tax bills and/or renditions
- Loan Agreements and Amortization Schedules
- All written policies, procedures and internal controls

Checklist:

- All the Bank, Petty Cash and Credit card accounts have been reconciled
 - Reconciliation Register Balance equals bank balance
 - Trial Balance equals reconciliation register
 - Uncleared transactions for any checks or deposits that are greater than 90 days are justified
 - Undeposited funds general ledger account is analyzed and any amounts greater than 90 days are justified
- All suspense accounts are zero
- Accounts Receivable
 - Accounts Receivable Aging Report equals Trial Balance
 - Balances with negative amounts and balances more than 90 days are justified
- Accounts Payable
 - Accounts Payable Aging Report equals Trial Balance
 - Balances with negative amounts and balances more than 90 days are justified
- Notes Payable
 - Loan agreement equals amortization schedule
 - Amortization schedule equals trial balance
 - Loan balance
 - Interest Expense posted for the period
- Pre-paid expenses

- Review the expense account detail to determine if any expense should be amortized based on the written threshold policy
- Supported by a standard schedule which shows total amount, current balance and current expense as well as external documentation supporting the total amount and period covered
- Accruals
 - Only accrue for expenses that exceed the written threshold policy
 - Tax: consider federal, state, local, business, property, etc. depending on the entity type
 - Supported by a standard schedule which shows total amount, current balance and current expense as well as external documentation supporting the total amount and period covered
- Inventory
 - Compare Inventory Detail report to balance sheet, investigating material differences, in particular any negative inventory counts
 - Physical Counts – compare any physical count sheets with Inventory Detail reports and indicate adjustment for book to actual
 - Consider COGS as compared to the inventory balance
- Fixed Assets
 - Ensure Fixed Assets schedule matches with the Trial balance by asset *category and in total*
 - Fixed assets must have detailed supporting documentation
 - Ensure [monthly] Book Depreciation Expense in Trial Balance ties to the depreciation schedule as well as Accumulated Depreciation
 - Examine other general ledger accounts that commonly have miscoded assets based on the written capitalization threshold policy: Office Expense/Supplies, Vendor Deposits, Repairs & Maintenance, LHI WIP
- Payroll Liabilities
 - Ensure Payroll Report, Payroll Liability Balance, Form 941, and W2s match with Trial Balance
 - Ensure any payroll processing fees are expensed to Fees rather than Salaries/Wages expense and taxes are also separate
 - At the end of each December ensure all rates and limits are updated in the payroll system to reflect state, local and federal changes prior to the first payroll process in January
- Sales Tax Liability
 - Sales tax liability report equals
 - Sales tax paid in subsequent period (supported by receipt)
 - Total sales on P&L
 - Trial balance liability
- Business Personal and Real Property tax
 - Prior year tax is accrued for the current period unless other supporting documentation supports an alternate accrual. It should be adjusted for at the time the assessment is received as well as when the actual bill is received. Only accrue if the total amount of tax exceeds the written accrual policy threshold
- Unearned revenue and Customer Deposits
 - Ensure all revenue that can be recognized in the current period has been properly recorded
 - A schedule of open deposits equals the Trial Balance and each deposit has been evaluated
- Review Equity Accounts for Changes and determine if they are properly recorded
- All Balance Sheet accounts with a balance in the current period have a workpaper supporting their ending balance
- Examine the General Ledger Detail report for all balance sheet accounts to ensure they are complete and accurate
- Profit & Loss Examination

- Examine revenue & expense accounts for trends & variances for both:
 - Year To Date Prior Year % & \$ Change Comparison Profit & Loss
 - Last 13 month-rolling profit & loss statement by month
- Examine the General Ledger Detail report for the period to ensure categorization is correct and supported:
 - Revenue
 - Ties to external/third party data collection such as POS systems
 - Conforms to contracts and is consistent with revenue recognition standards (such as GAAP Percentage of Completion)
 - Ties to external compliance reporting such as Local Sales Tax, Franchise Tax, etc.
 - Trends: As revenue increases, Cost of Sales and Sales-related expenses often increase
 - In total dollars
 - As a percentage of revenue
 - Mix of product
 - Bad debt analysis
 - Cost of Sales (COGS): in total dollars and as a percentage of revenue
 - Material - Inventory: compare levels, write-offs, changes in vendors, revenue recognition standards
 - Labor – Increase in salaries, taxes,
 - Overhead – allocation
 - Sales expense (variable)
 - Payroll-reconcile to IRS/state reporting
 - Meals & Entertainment – 50% vs. 100%
 - Travel
 - Advertising/Marketing
 - General & Administrative (fixed)
 - Payroll-reconcile to IRS/state reporting
 - Subcontractors (should any of this be COGS-Labor or a fixed asset? Are W9's collected?)
 - Rent
 - Meals & Entertainment– 50% vs. 100%
 - Vehicle/Mileage – are the correct rates/methods used?
 - Supplies (should any of this be COGS-OH or a fixed asset; anything over \$250 must have detailed description/support)
 - Maintenance (should any of this be COGS-OH or a fixed asset; anything over \$500 must have detailed description/support)
 - Utilities/Insurance (should any of this be COGS-OH, does any exceed the prepaid expense threshold and need to be amortized)
 - Accrued Expenses – what is the threshold and are there expenses that were accrued where the bill has been posted to expense rather than the liability account
 - Donations (ALL must have acknowledgment support)
 - Depreciation – does the expense tie to the Fixed Asset Schedule
 - Taxes/Penalties – these must be substantiated and in separate GL accounts. Are they applicable for the entity type?

All detail entries and resulting reports are complete and accurate

Lock the period in the accounting software

Final Review:

Confirm the Financial Statements/Trial Balance tie to supporting workpapers

Analyze YTD Financial statements for reasonableness compared to prior year (both % & \$)

Analyze 13 month rolling profit & loss statement for anomalies, trends and suspicious activity

Reports:

- Year To Date Comparative Balance Sheet and Income Statement, including change in both dollars and as a percent
- 13 Month Rolling Profit & Loss Statement
- Year To Date General Ledger Detail report
- Year To Date Profit and Loss Statement by Class (if applicable)
- Year To Date Trial Balance

Signature

Date

Name and Title

ⁱ Close – all cash and non-cash entries are posted in the period with the potential exception of Depreciation and Tax Provision

ⁱⁱ Examination - Examine the **accounting records** to confirm that accounts reconcile to available supporting documents provided by the company as well as identify inaccuracies and/or incomplete items and report to management