

# REBECCA TUCKER CPA

1105 Wooded Acres, Suite 250 • Waco, Texas 76710  
Phone: 254.772.5750 • Fax: 254.776.3949  
rebeccatuckercpa.com

We are pleased to provide you with the professional services described below. Please read this letter and any other attachments incorporated herein (collectively, "Agreement") This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party's responsibilities.

## ***Engagement Objective and Scope***

Our services are limited to the following federal and state tax returns for the year ended December 31, 2025:

Form 1120S

Income Tax Return for an S Corporation

Texas Franchise Tax Report (As Applicable)  
&  
Public Information Report

The objective of our services is to assist you with the calculation of your tax due and provide you with forms and schedules we believe are suitable for you to file with the Internal Revenue Service ("IRS") and applicable state and local tax authorities and sufficient to comply with your tax filing obligations. You have the final responsibility for the filing and content of your tax return(s). We will not assist you with any tax return other than those identified above, without your written request, and our written agreement to do so.

Our engagement does not include any procedures designed to detect errors, fraud, theft, or other wrongdoing. Therefore, our engagement cannot be relied upon to disclose such matters. If we identify or suspect that an instance of noncompliance with laws and regulations has occurred or is likely to occur, we will discuss the matter with the appropriate level of management and, when appropriate, those charged with governance<sup>1</sup>. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls, unless otherwise specified in the scope of this Agreement. You are responsible for developing and implementing internal controls applicable to your operations.

Requests for additional services may necessitate that we amend the Agreement or issue a separate written agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

## ***CPA Firm Responsibilities***

It is our duty to prepare your returns based on the same standard of care that a reasonable tax return preparer would exercise in this type of engagement. Unless otherwise noted, the applicable standard of care for a "reasonable tax return preparer" shall be based upon the following pronouncements:

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

As tax return preparers, these pronouncements restrict our ability to sign a tax return when the tax positions you report do not comply with tax law. We will be unable to sign your return and may terminate this Agreement if you:

- request that we report a tax position on your return which we feel is contrary to published guidance, frivolous, or a willful attempt to evade tax;
- request that we include a deduction, credit or refund on your return that we believe you do not qualify for; or

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<sup>1</sup> For more information, refer to Section 1.180.010, *Responding to Noncompliance with Laws and Regulations*, of the AICPA Code of Professional Conduct, which was effective June 30, 2023.

- decline to disclose a position where in our professional judgment tax law requires disclosure.

Once our services have concluded, we shall have no obligation to notify you of future tax law developments affecting your return(s) except as may be required by Circular 230 or the SSTS related to errors we identify. We will not update your return after the conclusion of the engagement for any reason unless further engaged.

Rebecca Tucker, CPA will not make management decisions or perform management functions on your behalf.

#### Arguable Positions

If there are conflicting interpretations of tax law, or if tax law is unclear, we will explain the possible positions that may be taken in order for us to sign your return. We will follow the position you request, provided it is consistent with our understanding of tax reference materials and our professional standards. Tax reference materials include, but are not limited to, the Code, Revenue Rulings, Revenue Procedures, court cases, and similar state and local guidance. If the IRS, state or local tax authorities later contest the position you select, additional tax, penalties, and interest may be assessed. You will be responsible for these amounts, as well as any related professional fees you may incur to respond to the tax authority.

#### Bookkeeping Assistance

We may deem it necessary to provide you with limited accounting and bookkeeping assistance solely for the purpose of helping you organize your information. This assistance is intended to be nominal and is not a separate accounting or bookkeeping service. In the event we conclude that bookkeeping or accounting assistance is necessary to prepare your tax returns, we will advise you before proceeding. Any assistance will be billed at our standard hourly rates and will be subject to the terms of this Agreement.

#### 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 do find. Similarly, if you become aware of any information impacting prior year tax returns, please contact us. If an error, or information impacting prior year tax returns is discovered by you or us, we will discuss your options with you. Additional fees will apply if you ask us to prepare amended tax returns, and we agree. We will confirm this agreement in a separate written agreement.

#### Tax Planning Services

Our engagement does not include tax advice which affects the calculation of tax due or the filing of tax forms and schedules for previous or future tax years. However, we may communicate potential tax strategies to you, and you may ask high-level questions of us. It is your responsibility to communicate to us, in writing, any interest in pursuing a tax strategy identified, or if you require more than a cursory response to your question. If you do not request our assistance in writing, we will infer that you do not wish to pursue any suggestion made to you. If you do request our assistance and we agree, we will confirm our understanding with you in a separate agreement prior to proceeding.

We shall not be liable for any forgone tax or other benefits if you fail to advise us of your desire to investigate or pursue any tax strategy communicated to or by us. Any tax advice described in this paragraph and provided to you shall be governed by this Agreement and billed at our standard hourly rates.

#### Government Inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. If you are contacted by a tax authority, either for an examination or other inquiry, you may request our assistance in responding.

#### Reliance on Others

If you wish to take a tax position based upon the advice of another advisor, before we are able to sign your tax return, we must comply with the applicable provisions of the Code and the SSTS.

We will review the other advisor's work and may require a written statement from the advisor describing the statutory basis for the position and the suggested disclosure needed to appropriately report the position. If we believe additional research is required, we will discuss the matter with you. You agree to pay for the additional charges necessary to complete the disclosure or research as this is not included in the scope of our service.

Moreover, you understand that the IRS, state or local tax authority may disagree with the position taken on the return. If this occurs, you will be responsible for any additional tax, penalties and interest, as well as any related professional fees, you may incur.

If, after review of the work prepared by your other advisor, we determine that we are unable to sign the tax return, we will be unable to proceed and may terminate this agreement.

#### **Abusive Tax Strategies**

Certain tax positions or strategies, while not currently identified as "abusive" by the IRS, may ultimately be determined to be so in the future. Consequently, you agree to advise us of any transaction you have entered into that entitles you to disproportionate tax benefits (deductions, credits, or refunds), that generates significant income deferral or non-recognition, or that generates significant tax losses without corresponding cash impacts ("abusive tax strategy"). If you fail to timely notify us, in writing, of any abusive tax strategy you have entered into, we shall not be liable for any tax, penalties, interest, related professional fees, or other expenses you may incur if the anticipated benefits of the strategy are not realized.

#### **Client Responsibilities**

If you fail to comply with the responsibilities as described in this Agreement, your actions or your inactions may result in economic or other loss to you, such as disallowance of tax deductions or credits claimed, additional tax, penalties or interest assessed against you, loss of administrative rights, or criminal punishment. You will be responsible for any loss suffered by you as a result of your failure to comply with your responsibilities, including any professional fees required to defend or correct changes made to your tax returns or prepare previously unfiled or amend previously filed tax returns.

The Modernizing Payments To and From America's Bank Account Executive Order, signed on March 25, 2025, mandated that all payments from the U.S. government after September 30, 2025, must be made electronically. All payments to the U.S. government, including quarterly estimated tax payments, should be made electronically as soon as practicable. Assisting you with electronic payments is not part of the scope of our services. You are responsible for transmitting all payments electronically.

The responsibilities detailed in this section are not exhaustive, and our services to you may require additional responsibilities not listed.

#### **Tax Information**

You agree to provide us with a trial balance and other supporting data we may request to prepare your tax returns. You are responsible for providing us with accurate and complete information, including income and activities outside of the U.S. or your home state.

We will rely upon the completeness and accuracy of the information and representations you provide to us. We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

#### **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 by us.

#### **Information Security**

Our firm maintains a Written Information Security Program ("WISP") designed to protect the confidentiality and security of client information in accordance with applicable law. By executing this engagement letter, you acknowledge that your information will be protected in accordance with our WISP, as updated from time to time.

#### **Changes in Ownership**

You are responsible for advising us of any change in ownership, including the death of a shareholder, so that it may be accurately reflected on the tax returns. A change in ownership of S corporation shares needs to be reported on your return and also may have unanticipated tax consequences. Certain transfers of ownership may result in the termination of your S Election.

Assistance with analysis of any change in ownership transaction is not within the scope of this engagement.

## Tax Basis Schedules

The S corporation return discloses historical and adjusted balances in the Accumulated Adjustment Account (AAA), Other Adjustments Account (OAA) and Accumulated Earnings and Profits (E&P). However, it does not disclose each shareholder's tax basis in S corporation stock or tax/at-risk basis in loans made to the S corporation. The IRS may examine any or all of these tax attributes to determine whether a shareholder is entitled to reduce taxable income as a result of tax losses allocated from an S corporation or avoid tax on certain distributions of cash from the S corporation.

Properly understanding and calculating these attributes is necessary for preparation of both S corporation and shareholder tax returns. We will rely upon the historical balances disclosed on last year's tax return.

You are responsible for providing any necessary documentation to support transactions between the S corporation and its shareholders, including sale/redemption of S corporation stock and loans between the S corporation and its shareholders. You are also responsible for providing any necessary documentation to support transactions between shareholders involving S corporation stock, as these may impact your S corporation tax return. Additional analysis, such as recreating historical balances or analyzing proposed shareholder transactions, is not within the scope of this engagement.

## 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.

## S Corporation Election

You may be asked to provide proof of your S status to third parties, including taxing authorities, to confirm the proper taxation of your entity. You are responsible for retaining a copy of your S Corporation Election and acceptance by the IRS or the State.

## Salaries and Wages for S Corporation Shareholders

If an S corporation treats payments to a shareholder as non-taxable distributions rather than wages subject to self-employment taxes, the IRS may recharacterize those payments. You are responsible for determining the appropriate salaries or wages to pay shareholders.

If the IRS recharacterizes payments to a shareholder, the shareholder and S corporation may be responsible for employment taxes on the recharacterized amounts, as well as underpayment penalties and interest. You will be responsible for any liability, including but not limited to, additional tax, penalties, interest, and related professional fees, resulting from changes to S corporation shareholders' salaries and wages.

## S Corporation Distributions

Distributions from the S corporation to shareholders should be made according to IRS rules and regulations. This is generally on a per share/per day basis. Other factors, such as stock transfers, purchases of S corporation stock by the S Corp, state non-residency withholding, incentive compensation plans, and shareholder notes, may affect distributions for one or several shareholders. If distributions do not comply with IRS rules and regulations, the IRS may take corrective action, including the revocation of the entity's S Corporation election. Revocation of an entity's S Election may result in unfavorable tax consequences, including double taxation and underpayment penalties and interest. It is your responsibility to ensure that shareholder distributions are made accurately under S corporation rules.

## Schedule K-1 Distribution

You are responsible for distributing a copy of the Schedule K-1s and K-3s, including any attachments, to each shareholder.

## Administrative Adjustments and Compliance with BBA

If you are or were a partner at any time in a partnership and receive(d) Schedule K-1 (1065), you may receive a Form 8986, *Partner's Share of Adjustments to Partnership-Related Items*. Form 8986 is used by partnerships to correct errors on previously filed partnership returns and to provide the IRS and partners with each partner's share of those tax corrections. The information on Form 8986 is also reported to the IRS by the partnership. Pass-through recipients of Form 8986 must, within a specified timeframe, either: (1) report to the

IRS and pass the allocable share through to affected K-1 recipients on the required forms; or (2) compute and pay any tax due at the entity level.

Our services do not include assisting you with anything pertaining to Form 8986 unless specifically identified in the *Engagement Objective and Scope* section. If you receive a Form 8986 once our work has begun but prior to the filing of your tax return, you are responsible for alerting us and requesting assistance. Additionally, the impact an adjustment from Form 8986 may have on any state return you have previously filed is unclear and may only be determined with additional research. If you do not alert us or request our assistance, we will infer that you have not received Form 8986 absent other information you provide to us.

#### Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. Our workpapers do not satisfy your documentation responsibility. You should retain all documents that provide evidence and support for reported income, credits, deductions, and other information on your returns, as required under applicable tax laws and regulations. The IRS recommends that you maintain this documentation for as long as it may be relevant to your taxes. You represent that you have such documentation and can produce it if necessary, to respond to any examination or inquiry by tax authorities. You will be responsible for any liability, including but not limited to, additional tax, penalties, interest, and related professional fees, resulting from the disallowance of tax deductions due to inadequate documentation.

#### Personal Expenses

In general, personal expenses are not deductible for income tax purposes. 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.

#### State and Local Filing Obligations

The preparation of any state or local tax return not listed in Engagement Objective and Scope above is not within the scope of our engagement. You are responsible for fulfilling your filing obligations with any state or local tax authorities, including but not limited to, income, franchise, sales, use, and property taxes or abandoned and unclaimed property. However, 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.

If you are unsure if you have any other filing obligation with other state or local tax authorities, you are responsible for alerting us and requesting assistance. If you do not alert us or request assistance, we will infer that you do not have other state or local filing obligations. You will be responsible for tax due and penalties associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.

#### U.S. Filing Obligations Related to Foreign Investments and Activities

U.S. persons generally must report income and activities related to both domestic and foreign assets (worldwide income). The S corporation is responsible for fulfilling its filing obligations related to foreign activity where required. The S corporation also is required to provide to its shareholders their share of items with international tax relevance (Schedule K-3) so that those shareholders may fulfill their filing obligations related to foreign activity, where required. U.S. reporting requirements related to foreign activity are very complex. **Contact us immediately** if you have:

- Ownership of, investment in, or officer responsibilities for a corporation, partnership, or other business entity formed under the laws of another country;
- Fiduciary, grantor, or beneficiary relationships in connection with an entity formed under the laws of another country;
- Ownership of, signature authority over, or control over any financial account held in a financial institution located in another country;
- Citizenship or government-approved employment/visa status with a country other than the U.S. (including anyone in your immediate household, or your parents who live outside the U.S.);

- Transferred property, including cash, offshore either directly or through the purchase of or investment in an entity formed under the laws of another country;
- Received or have legally-recognizable rights to receive property, including cash, from a trust, business, or investment formed under the laws of another country or individual residing in another country;
- Conducted business with any entity or person physically located in another country, regardless of whether such business is for-profit, not for-profit, or informal/irregular;
- Received property, including cash, or income from a source outside of the U.S. which is not reported on a brokerage statement (such as a 1099-B or similar report); or
- Any other activity or economic arrangement which takes place outside of the U.S.

Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign activity in which you have a direct or indirect interest, or over which you have signature authority, during the above referenced tax year.

If you are unsure if you have any other filing obligation related to foreign activity, you are responsible for alerting us and requesting assistance. If you do not alert us or request assistance, we will infer that you do not have foreign activity absent information you provide to us. In any event, you will be responsible for tax due, penalties, and interest associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.

#### Foreign Filing Obligations

You are responsible for complying with the tax filing requirements of any non-US country. You acknowledge and agree that we have no responsibility to raise these issues with you and that any foreign filing obligation is not within the scope of this engagement.

#### Digital Assets

There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS considers these to be property for U.S. federal income tax purposes. As such, any transactions in, or transactions that use, digital currency are subject to the same general tax principles that apply to other property transactions.

If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. Depending on the nature or volume of these transactions, a change to the scope of our services may be required. You are responsible for providing us with complete and accurate information, including basis, regarding any transactions in, or transactions that have used, digital assets during the applicable tax year.

#### Ultimate Responsibility

You are ultimately responsible for complying with any substantive or procedural tax law which applies to you, and for ensuring your tax returns and any required tax payments are timely received by the appropriate tax authority. Notwithstanding any term of this Agreement, this responsibility cannot be delegated to us.

Our assistance related to your tax return is based upon tax reference materials, facts, assumptions, and representations that are subject to change. We will not update your return after the conclusion of the engagement for any reason. To the extent we provide written advice concerning federal tax matters, we will follow the applicable guidance contained in our professional standards.

You have final responsibility for the accuracy of your tax returns, which includes Schedules K-1, and K-3. We will provide you with a copy of your draft tax returns and accompanying schedules and statements for review. You agree to review and examine them carefully for accuracy and completeness. Tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations including failure to file or late filing of returns, and underpayment of taxes. You will be responsible for the payment of any additional tax, penalties, and interest charges imposed by tax authorities.

You have final responsibility for the payment of your taxes in whatever amount ultimately determined. You may choose to have funds automatically withdrawn from a designated account and transmitted when your tax return is electronically filed. We will not transmit partial payments. It is your responsibility to provide us with

correct account and routing numbers, to review this information for accuracy prior to submission of your return, and to ensure that sufficient funds are available at the time of payment. We shall have no liability for any tax due, penalties, interest, or overdraft charges which may result from your failure to ensure sufficient funds are available at the time of payment.

### **Timing of the Engagement**

Our services under this Agreement will conclude:

- on the later of:
  - the latest date of electronic acceptance of your 2025 tax returns by the relevant tax authority;
  - the date we deliver the paper copy of your returns to you; or
  - December 31, 2026 if, and only if, the actual method is used to calculate estimated tax vouchers for tax year ended December 31, 2026 as noted in the Engagement Objective and Scope section of this Agreement,
- upon written notification by either party that the Agreement is terminated, or
- one (1) year from the execution date of this Agreement, whichever comes first.

### Filing Your Tax Returns

The original filing due dates for your tax returns are March 17, 2026 for federal and May 15, 2026 for Texas, if applicable. The obligation to file a tax return and/or extension is solely that of the taxpayer. Although we will make every reasonably prudent effort to assist you with this obligation, this Agreement is not intended to and does not create an agent/principal relationship. By signing this Agreement, you understand that actual and timely receipt of your filings by the appropriate tax authority is the duty and responsibility of the taxpayer and the taxpayer alone.

### Tax Return Extensions

It may become necessary to apply for an extension of the filing due dates if there are unresolved issues or delays in processing, or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may limit your ability to make certain elections, extend the time available for a government agency to undertake an examination of your return and/or may extend the statute of limitations to file a legal action. Although we may assist you in the preparation of an extension to file your return(s), you have sole responsibility for the filing of any extensions, and you agree to hold our firm harmless from any consequences including waived elections, where the extension is not timely filed. 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.

Each year, we will file an extension of your prior year business returns, if prepared by our office, even if you have not contacted our office. In some cases, your signature may be required on such applications prior to filing. If you **DO NOT** want us to file these extensions each year, please submit to our office in writing.

We are available to discuss this with you at your request.

### E-filing

In addition to being a return preparer, we are an Electronic Return Originator (ERO) and may prepare your return(s) and/or extension(s) in a format that permits us to electronically transmit ("e-file") those forms to the appropriate tax authority on your behalf. The e-filing of any form is a separate service from the preparation of that form.

If the return(s) is/(are) e-filed, including requests for extensions of time to file, the IRS and states require you to sign and return to us the appropriate governmental form(s) before your returns can be filed electronically. **If you fail to timely sign and return e-file authorization, we cannot and will not e-file any form on your behalf.** In those situations, we shall not be liable for any tax, penalties, interest, related professional fees, or other expenses you may incur.

If the return(s) or extension(s) is/(are) not required to be e-filed and you elect not to do so, or cannot be e-filed, we will deliver to you a paper copy suitable for mailing to the taxing authorities. Once delivered to you, you

bear full responsibility for reviewing the paper returns for accuracy, and either signing and timely filing them, along with any payments due, or notifying us of any issue which may need to be addressed prior to filing.

We appreciate the opportunity to be of service to you. This Agreement, including the *Terms and Conditions Addendum*, represents the entire agreement of the parties and supersedes all previous oral, written, or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,



Rebecca Tucker, CPA

ACCEPTED:

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Company Name

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Representative Signature, Title

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Date