Soulence
Tax & Wealth Advisors

For Tax Year(s): _____

(Referred to as "current tax year" throughout the remainder of this document.)

Business Entity Tax Annual Engagement Letter

S Corporation, Limited Liability Company, Partnership and Trust Return

Owner: _____

Please list the names of all entities for which you wish to engage our services:

Entity Name	Address	All States

We are responsible for preparing only the returns listed above. All others are to be prepared by you or other preparers. If there are additional returns you wish us to prepare, such as sales tax, property tax, payroll tax returns, 1099 Forms and/or W-2 Forms please list them below. 1099 and W-2 forms must be filed by January 31, of the current tax year or the IRS will charge penalties to the business. **Please list any other types of filings you would like us to prepare:**

_____

_____

We are pleased to provide you with this document to confirm our understanding of the arrangements for your income tax return(s). This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully as it is important to both our firm and you, that you understand what you can and cannot expect from our services. This document explains the limitations of the services you have asked us to perform. If you do not understand the contents of this document or believe we have misunderstood your needs, please feel free to call and or discuss this document with us before you sign it.

The Internal Revenue Service imposes penalties on taxpayers, and on us as return preparers, for failure to observe due care in reporting for income tax returns. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom we prepare tax returns to confirm the following arrangements.

We will prepare your **Federal** and **State** for the above-mentioned entities and related **Federal** and **State** schedules from information you furnish us for the current and/or requested tax years. We do not use foreign third parties for preparation of your tax return. We will not audit or otherwise verify the data you submit although we may ask you to clarify some of the information. We may furnish you with tax organizers and questionnaires to help you gather and organize the necessary information for us, in order to keep our fee to a minimum. **We are responsible for preparing only the returns listed previously, if you have taxable activity in a state other than that specifically listed you are responsible for providing our firm with all information necessary to prepare any additional applicable state(s) income tax returns as well as informing us of the applicable states.** If you have income tax filing requirements in a given state but do not file that return there could be possible adverse ramifications such as an unlimited statute of limitations, penalties, etc.

If you would like us to investigate to determine each state where you have an income tax filing requirement please inform us. Soulence, LLC is now required to efile all business returns. If you cannot e-file or refuse to have your return e-filed, you will be required to sign a release and mail your return to the proper tax authorities yourself.

If you have derived income from a foreign country, we will use the foreign country income information, which you provide to calculate any applicable federal or state foreign tax credit or other affected federal or state income tax items. However, you are responsible for meeting any foreign country income tax or other foreign country reporting requirements.

We must receive all information to prepare your return by March 1st of the current tax year, to ensure that your return will be completed by March 15th of the current tax year. If we have not received all of your information by March 1st of the current tax year, and your return is not completed by March 15th of the current tax year, you may be subject to late filing or late payment penalties. **We do not file tax extensions for clients unless specifically requested to do so.**

_____ (Initial) I have read and agree to Soulence LLC's tax filing deadlines and extension policy.

It is your responsibility to maintain, in your records, the documentation necessary to support all the data used in preparing your tax returns. If you have any questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest. We will rely, without further verification, upon information you provide to us from 3rd parties including, but not limited to forms, K-1, 1099, 1098, receipts and similar items.

Our fee does not include responding to inquires or examination by taxing authorities. However, we are available to represent you and our fees for such services are at our standard rates and would be covered under a separate engagement letter.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. We will adopt whatever position you request on your return so long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.) In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party.

It is our policy to keep records related to this engagement for three years after which they may be destroyed. However, Soulence, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. Prior to each tax filing season we send an email informing our clients of new IRS rules, new policies and procedures, tax deadlines and where tax organizers can be obtained. If you move or do not wish to receive an email, please notify us or we will send the email to the address we used on your prior year's tax return.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to your company. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement. We offer a secure site, Sharefile, that can be used to upload information and download copies of your tax return(s). If you do not already have an account, contact us and we will provide one for you.

Fees for business tax return preparation services are due at the time the returns are completed. Y**our returns will not be filed until payment is received in full.** In some cases where multiple business tax returns are being prepared, a retainer may be required. If not paid at time of service, an additional $25 fee will be added to the invoice. Billings become delinquent if not paid within 30 days of the invoice date. Fees over 30 days past due will incur a late charge of two percent (2%) per month plus any collection costs incurred. If billings are not paid within 60 days of the invoice date, at our election, we will stop all work until your account is brought current, or we will withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services. Our services will conclude upon delivery of the completed income tax returns discussed above or upon our suspension of services or resignation from the engagement. If you do not get all of your tax information to us sooner than 14 days before a filing due date, we cannot guarantee the return will be completed on time and there will be a 15% rush fee added to your invoice.

_____ (Initial) I have read and agree to Soulence LLC's payment policy.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of such a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration. If the parties cannot resolve the issue through mediation and pursue arbitration. Both parties agree that this Engagement shall be governed by and enforced in accordance with the laws of the State of Utah, and any legal action between the parties regarding this Engagement shall be conducted in the district courts of the State of Utah, the parties hereby agreeing to submit to the jurisdiction of such courts for all purposes. Costs of any mediation proceeding shall be shared equally by all parties.

AI Policy

As a general policy, however, our team does not review, respond to, or validate AI-generated tax research, conclusions, or lists of potential concerns. AI responses can vary significantly based on how a question is asked, the information provided, and the assumptions the system makes. They may also lack important facts and circumstances specific to your situation.
We are, of course, always happy to answer questions you personally have regarding your tax return, tax strategy, or how a particular tax rule applies to your circumstances.

We also encourage you to be very cautious about what personal or financial information you provide to third-party AI platforms. Before uploading a tax return or other confidential financial documents to any AI service, we strongly recommend understanding that service's privacy, data-retention, and data-use policies. As a general precaution, we recommend not providing confidential tax or personally identifiable information to an AI platform unless you are confident that the service provides appropriate privacy and security protections.

_____ (Initial) I have read and agree to Soulence LLC's AI Policy.

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 the executed engagement letter.

Sincerely,
Christopher Anderson, Kathy Anderson, Heather Prothero, Jeremy Anderson, David Jensen, Owen Smith, Megan Heilbrun, Tara Owens, Carianna Larsen, & Neal Williams

I have read the above terms of the engagement letter and agree with the terms of this engagement:

_____ (Owner Signature) _____ (Date)