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ENGAGEMENT LETTER

This letter is to confirm and specify the terms of my engagement with you and to clarify the nature and extent of the services I will provide.

I will prepare your 2023 federal and state income tax returns (collectively, the "returns"). This engagement pertains only to the 2023, and my responsibilities do not include preparation of any other tax returns that may be due to any taxing authority. My engagement will be complete upon the delivery of the completed returns to you. Thereafter, you will be solely responsible to file the returns with the appropriate taxing authorities.

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, I 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.

I will prepare the returns from information which you will furnish to me. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. I 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 me in keeping my fee to a minimum. To the extent I render any accounting and/or bookkeeping assistance, it will be limited to those tasks I deem necessary for preparation of the returns.

The timeliness of your cooperation is essential to my ability to complete this engagement. Specifically, I must receive sufficient information from which to prepare your returns within a reasonable period of time prior to the applicable filing deadline. Accordingly, if I do not receive information from you, as noted above, by March 1, 2024, it may be necessary for me to pursue an extension of the due date of your returns, and I reserve the right to suspend my services or withdraw from this engagement.

I will not audit or otherwise verify the data you submit. Accordingly, my 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 I will inform you of any material errors, fraud or other illegal acts that come to my attention.

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 I provide. The law provides various penalties and interest 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 I have no responsibility in that regard. If you would like information on the amount or circumstances of these penalties, please contact me.

I 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, I will outline for you each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, I will adopt, on your behalf, the alternative which you select after having considered the information provided by me.

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

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

My fees for this engagement, including tax planning, preparation of your returns, and any representation of your interest during an examination by a taxing authority and/or any subsequent appeal, will be based on my standard hourly rates. In addition, you agree to reimburse me for any out of my out-of-pocket costs incurred in connection with the performance of my services. In the event that I encounter unusual circumstances that would require me to expand the scope of the engagement, and/or if I anticipate my fees substantially exceed the prior years' fee, I will obtain your prior approval before continuing with the engagement.

My fees and costs will be billed upon completion, and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 1.0% per month. I reserve the right to suspend my services or to withdraw from this engagement in the event that any of my invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due me for all of my out-of-pocket costs, through the date of termination.

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.

In connection with this engagement, I 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, I cannot guarantee or warrant that emails from me will be properly delivered and read only by the addressee. Therefore, I specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by me in connection with the performance of this engagement. In that regard, you agree that I 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.

It is my policy to retain engagement documentation for a period of seven years, after which time I will commence the process of destroying the contents of my engagement files. To the extent I 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 me with a receipt for the return of such records. The balance of my engagement file, other than a copy of your income tax return, which I will provide to you at the conclusion of the engagement, is my property, and I will provide copies of such documents at my discretion and if compensated for any time and costs associated with the effort.

If the income tax returns I am to prepare in connection with this engagement are joint returns, and because you will each sign those returns, you are each my client. You each acknowledge that there is no expectation of privacy from the other concerning my services in connection with this engagement, and I am 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. I will require, however, that any request for documents or other information be communicated to me in written form. You also acknowledge that unless I am notified otherwise in advance and in writing, I 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, I will communicate with either or both of you.

In the event I am required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information I obtained and/or prepared during the course of this engagement, you agree to compensate me at my hourly rates, for the time I expend in connection with such response, and to reimburse me for all of my out-of-pocket costs incurred in that regard.

In the event that I am 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 me during the course of this engagement (with or without your knowledge or intent), you agree to indemnify me, defend me, and hold me harmless as against such obligation.

You agree that any dispute (other than my efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that I have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Passaic, NJ, by The American Arbitration Association under its rules for Professional Accounting and Related Services Disputes before resorting to litigation conducted within said county, according to New Jersey law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of this engagement, except actions by me to enforce payment of my 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 me, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by me, and paid by you, for the services set forth in this engagement letter.

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 me 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.

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

Very truly yours,

Angelo Gallo CPA, PC

PRINT TAXPAYER/SPOUSE NAME: _____

SIGNATURE TAXPAYER/SPOUSE: _____

DATE: _____