

Engagement Agreement: Form 114 (FBAR) Preparation and E-filing

Kimberly E. Morris, MBA, EA, CAA

The client/s engage(s) Kimberly Morris to prepare his/her/their Foreign Bank and Financial Account (FBAR), FinCen Form 114, for the year(s) _____. I/we understand and agree that:

1. A United States person (e.g., a U.S. citizen (including minor children), U.S. resident, U.S. entity (including corporations, partnerships, or LLCs), and trusts and estates formed under U.S. law) that has a financial interest in or signature authority over foreign financial accounts must file an FBAR if the aggregate value of the foreign financial accounts is in excess of \$10,000 USD at any time during the calendar year.
2. It is my/our obligation to provide complete and accurate information on all foreign financial accounts in which I/we have a financial interest or signature authority over that meet the threshold stated in #1. A **foreign financial account** is a financial account located outside of the United States. **Financial accounts** required to be reported on the FBAR include: (1) securities, brokerage, savings, demand, checking, deposit, time deposit and other accounts maintained with financial institutions (or other person performing the services of a financial institution); (2) commodity futures or options accounts; (3) insurance policies and annuity policies with cash values; and (4) shares in a mutual fund or similar pooled fund that is available to the general public with a regular net asset value determination and regular redemptions.
3. I/we have written and/or electronic records to support all information provided or can/will obtain such documents. I am/We are responsible for any omissions. I/We will retain these records for a period of at least eight years after the date the FBAR is filed in the event of a FINCEN inquiry. Any records provided to Ms. Morris will be copies of the originals and will be used by Ms. Morris or staff working under her supervision to prepare my/our FBAR. Ms. Morris will retain these documents for five years, at which point they will be destroyed.
4. Ms. Morris has no obligation to verify or confirm the information I/we provide for the preparation of the FBAR. Further, Ms. Morris has no obligation to discover falsifications or investigate irregularities, although she may choose to do so for purposes of due diligence. Ms. Morris may decide not to file the FBAR on my/our behalf, despite the execution of this agreement, if she determines in her professional judgment that it is not required, that the law is unclear, or where interpretations and/or the information provided conflict.
4. The FBAR is required to be e-filed by April 15 of the year following the year reported on the FBAR. An automatic six-month extension to file the FBAR is available without any specific request being made. I/We have been notified by Ms. Morris of (1) potential penalties for late filing of the FBAR; (2) the Streamlined Offshore programs; (4) and other reporting options (if applicable). Ms. Morris is not responsible for any penalties, interest, or other expenses associated with the preparation and filing of the FBAR.
5. I/We will provide Ms. Morris with any related notices from FINCEN, the IRS, or U.S. Treasury Department.
6. I/We have been notified by Ms. Morris of her website, which includes My Business Basics and a Foreign Financial Information Worksheet, among other documents, to help me/us complete the FBAR.
7. If Ms. Morris is also preparing our US tax return, then we understand that this same FBAR information, and possibly additional information, will be used for Form 8938 included with the return. I/We also understand that any income generated from such accounts, and any foreign taxes on such income, is subject to reporting on a US tax return.
8. The cost of preparing the FBAR is dependent on the number of accounts being reported. The payment of the balance is due upon the completion of the FBAR. Any amount not paid within 7 days of her completion of the FBAR will be subject to a carrying charge of \$35 per each additional 30 days. I/We understand that if a *factura* is issued directly, an additional charge of 16% will be added to the fee. Payments can be made by cash (in MXN (x-rates.com rate) or USD), USD check, Zelle, EFT or wire transfer into one of Ms. Morris's U.S. bank accounts, or Paypal. I/We will pay any fees associated with payment, including a flat 3% when using Paypal and any legal processing expenses required to collect sums owed, such as attorney fees and court fees.

Date	Signature	Printed Name	Date	Signature	Printed Name
------	-----------	--------------	------	-----------	--------------