

Professional Tax Preparation and Consulting Engagement Agreement
Expat Tax USA (Singapore Reg. No. 53127642B)

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DISCLAIMER: I, _____ and _____ (SPOUSE/if filing Jointly) the undersigned taxpayer (s) hereby engage the services of Amanda St. Claire- DBA: Expat Tax USA solely in the capacity as a U.S. tax preparation service.

SCOPE OF ENGAGEMENT: The engagement will be complete upon the delivery of my completed returns signed by a professional preparer. Thereafter, I will be solely responsible to file the returns with the appropriate taxing authorities. If Expat Tax USA discovers information that affects my prior-year U.S. income tax returns, it will make me aware of the facts. However, Expat Tax is not responsible for identifying items or amending these prior year returns unless I engage them to do so. Representation in the event of a tax audit by the IRS or any relevant state or foreign government's taxing authority is outside the scope of this engagement. If Expat Tax USA is available, you will be provided with a new estimate and engagement letter.

My returns will be prepared by Amanda St. Claire, JD (Colorado Bar) or by Kaitlin Krozel, CPA. Ms. Krozel is an employee of Expat Tax USA and is a licensed CPA in the state of California.

PRIVILEGE:

Our tax preparation services are classified as "law-related" by the Supreme Court of the State of Colorado and as such Amanda St. Claire is bound to adhere to the strict ethics standards covering all licensed attorneys even when engaged by a client in a different capacity. All information provided is kept confidential and cannot be disclosed to third parties without your written consent. Such consent will also contain a written agreement to compensate Expat Tax USA for time spent and costs incurred in asserting privilege if Expat Tax USA or any of its staff are subjected to a subpoena or court order or other legal process.

DISCLOSURE:

By law, Expat Tax USA is prohibited from disseminating or sharing your information with any third party for a use not intended by this engagement. If you request we share your information we will require a signed instruction letter from you. This consent is not necessary if the disclosure is to an attorney or the IRS or state taxing authorities. We are also prohibited by law from disclosing your information to third parties who wish to use the information for commercial purposes.

BURDEN OF REPORTING: In connection with this engagement it is my responsibility as the tax payer to provide *complete and accurate* information on all items of income and deductions for the relevant tax years. **This includes, but not limited to, information set forth in the attached Schedule A.** I have receipts and other written documentation to support all of the information provided. I will retain these records for a period of at least seven years after the date the returns are filed in the event of a tax audit. Records in support of any item with a tax basis (real estate, stocks, CPF reporting should be retained until the asset is sold.) Expat Tax USA does not maintain copies of the documentation given in connection with the preparation of returns. Further, I understand that Expat Tax USA has no responsibility to verify or confirm the information I have provided and I am at all times responsible for its completeness and accuracy. Expat Tax USA is however, subject to

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preparer penalties for taking unreasonable position and underreporting income. As such, the staff of Expat Tax USA will act in “good faith” in representing your information to the authorities and may request supporting documentation to support information provided in your planner or in an email. Expat Tax USA does have a responsibility under section 6694 of the Internal Revenue Code to seek further information if such information appears incorrect or incomplete. In some cases a disclosure statement may be required.

Expat Tax USA reserves the right to withdraw from representation at any time if there is unsubstantiated information or an untenable position (one with no substantial authority) in the opinion of Expat Tax USA that I, the taxpayer, wish to pursue.

ELECTRONIC COMMUNICATION: Emails can be intercepted, read, disclosed, or otherwise used or communicated by an unintended third party. Expat Tax USA does not guarantee or warrant that emails from their domain will be properly delivered and read only by the addressee. Expat Tax USA specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosures of emails transmitted during the performance of this engagement. By my signature below I release Expat Tax USA from liability for interceptions and unintentional disclosures.

ACCURACY OF ESTIMATE: I understand that the cost of preparing my tax return(s) is based upon my providing the information with regard to each of my items of income and expenses and deductions in a summary format. The estimate is also dependent on the completeness of data supplied during the original interview and the complexity and number of forms, calculations, schedules, and number, if any, of state returns required by law. The cost of the services provided will increase above the fee originally quoted if data received is incomplete or inconsistent or if the information is not compiled properly and requires “source data” computations. I, the taxpayer, will provide summary documentation as opposed to “source data” of information pertaining to rental properties and self-employment activities. (Do not send receipts.) If I desire these additional services, I must so indicate at the time of the engagement as I understand this is a separate service.

STATE RETURNS: If it is determined that I have a state filing obligation in one or more states or in the District of Columbia, returns will be prepared for my signature. As this is not always apparent at the time the estimate is given, this may result in additional fees.

PAYMENT: Prior to the start of work on my return I will pay a retainer of half of the estimate, but not less than \$700 SGD. If multiple year returns are being prepared, please add S\$400 for each additional year to the retainer. [For clients located in Singapore, you may pay in local currency with a check from a Singapore bank or by transfer to my **OCBC account number 551-802929-001. Branch: Serangoon Garden- 7399. All checks should be payable to Expat Tax USA, double crossed** and posted to 27 Jalan Pacheli Singapore 557366. If you wish to pay with US funds from a US based account please advise us of this at the time of engagement and we will provide those details. An estimated fee for preparing the return(s) has been given by email. The balance is payable upon presentation of your returns for signature and filing. An invoice will be provided by email. Any amount not paid within 20 days of completion of the return will be subject to a carrying charge of 1.5% per month. If any legal proceeding is required to collect sums owed I, the undersigned, will bear the cost of court costs and reasonable attorney’s fees.

RECORD RETENTION:

I will be provided with a PDF version of my completed tax return/s. A hard copy will be available upon request. Expat Tax USA will retain an electronic copy of your return for at least 3 years as required by law. All materials used in the preparation of your return can be

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destroyed at any time or returned to you upon request. Please do not provide original documents unless requested by Expatriation USA. I understand that I am responsible for retaining all my own supporting documentation for seven years, including proof of mailing.

CONTRACT:

This letter is contractual in nature and supersedes any prior oral or written representations by or between parties. I have fully considered and terms and I by my signature/s below I/we agree.

| | |
|--|-------|
| Taxpayer Signature: Spouse's Signature: | Date: |
|--|-------|

SCHEDULE A

FOREIGN BANK ACCOUNT REPORTING (TDF 90-22.1 a.k.a. "FBAR")

This information report is required by the Bank Secrecy Act, 31 USC 5314 (CFR 103.24, 103.27). Although not a tax form, the IRS has indicated in Circular 230 (Sec. 10.22) that preparers have an obligation to make inquiries concerning the filing of such reports. Therefore, Expatriation USA will require FBAR reporting for all clients. This means that I will be required to provide details of all foreign bank accounts, securities and investments, life insurance, gold holdings, and retirement accounts, including but not limited to CPF statements. This includes accounts over which I have signatory authority and accounts held jointly with a foreign spouse. This list is not exhaustive. If I refuse to provide this information or wish to file the form on my own, I will be required to sign a separate disclosure statement to that effect. If I have not filed this form in the past and am interested in becoming compliant, Expatriation USA will provide me with a list of tax attorneys to discuss my filing options. The employees of Expatriation USA are not permitted to provide legal advice in this area.

FOREIGN BUSINESSES

Self-employment:

I understand that if I am self-employed, I must pay U.S. self-employment tax and any applicable state taxes on my foreign earned income after deducting all applicable business expenses.

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A Totalization Agreement may alleviate this requirement. There is no such Agreement between the United States and the Republic of Singapore.

If I am an owner/director or partner of a foreign business I must advise Expatriate Tax USA immediately as informational returns (partnership or corporate) will be required.

FOREIGN TRUSTS AND GIFTS

If I am the beneficiary or trustee of a foreign trust or received a distribution from a foreign trust additional informational forms will be required.

If I received a gift of cash or other assets from a non US person, including my spouse equal to or in excess of \$100,000 in one year additional informational forms will be required.

If I made a gift to my foreign spouse or other persons in excess of a certain amount, additional forms may be required.

CPF OR OTHER FOREIGN PENSION OR RETIREMENT ACCOUNTS

I understand that I must report as income, all employer contributions made on my behalf to the CPF or other non US pension or retirement accounts. I also understand that these accounts may need to be disclosed on the FBAR (see above) and that all interest and dividends, even if reinvested must be reported on my federal, if applicable, state return/s.

I further understand that distributions from these accounts are not considered foreign "earned" income for purposes of the foreign-earned income exclusion, nor do they qualify for special tax treatment as a U.S. domestic pension or retirement account.

FOREIGN INVESTMENTS

Certain types of investments made outside of the United States, not including U.S. sponsored funds investing in foreign markets, require special tax reporting. I will provide information on my foreign investments at the time of this engagement. Because foreign banks do not have reporting requirements, I will be responsible for gathering the information necessary for the correct reporting.

This includes, but is not limited to, foreign life insurance policies, unit trust, mutual funds, hedge funds, forex accounts, commodities, ETFs, index funds, and CDs.