

Management Representation Letter — Filing of Initial BOI Report

[Note: CAMICO has created this *Management Representation Letter — Filing of Initial BOI Report* template for illustrative purposes only. Given the potential risks associated with rendering CTA-related services, CAMICO believes it prudent to have clients execute a management representation letter in addition to an engagement letter to provide additional defensive documentation and evidence of the client’s understanding and acceptance of their responsibilities with respect to the engagement and the limitations of the services the CPA is providing. CAMICO recommends that a firm tailor this template, as appropriate, to ensure that the services described, as well as the client’s representations and responsibilities are consistent with the terms and conditions of the engagement.]

<Date>

<Accountant Name>

<Firm Name>

<Firm Address>

Dear <Accountant>:

This representation letter is provided to <Firm> (“Firm”) in connection with the preparation and filing of the initial *Beneficial Owner Information* (“BOI”) report for <Client> (herein referred to as “Management,” “we,” “our,” or “us”) to the Financial Crimes Enforcement Network (“FinCEN”) as required by the Corporate Transparency Act (“CTA”).

To the best of our knowledge and belief, Management confirms the following representations:

1. Management understands and acknowledges that Firm’s engagement is limited solely to providing <administrative assistance / limited advisory services>¹ to our company for the preparation and submission of our initial BOI report to FinCEN as required under the CTA.
2. Management understands that Firm’s limited services do not include providing legal advice with respect to determining if an exemption applies to our company or whether any relationships constitute “beneficial ownership.” As such, Management understands that the Firm will not be responsible for certifying or opining on our company’s compliance with CTA. Management accepts full responsibility to engage separate legal counsel to assist in addressing any legal issues that may arise.
3. Management has made available to Firm all the required information and documentation necessary under applicable CTA regulations for the company, our beneficial owners, and if applicable, any company applicant(s).

¹ The services described are for illustrative purposes only and should be modified as needed to be consistent with the terms of the engagement.

4. Management acknowledges and understands that Firm will not be responsible for providing any further services related to our company's ongoing requirement to update and/or correct BOI reports with FinCEN. Management accepts full responsibility for monitoring all reportable changes for our company and our beneficial owners (e.g., a change in beneficial owners; any change to a beneficial owner's name, address, or unique identifying number; or any other information previously provided to FinCEN) and for ensuring that such changes are timely reported to FinCEN.
5. Management agrees to notify Firm in writing at least fifteen (15) business days² prior to the due date for submission if we require assistance from Firm in filing an updated and/or corrected report on our behalf. Management acknowledges that Firm is under no obligation to provide such additional services unless mutually agreed to under a separate written agreement.
6. **Management authorizes Firm to file our initial BOI report on our behalf.**
7. **Management represents, certifies, and warrants to Firm that all information provided to the Firm for purposes of the preparation and submission of the initial BOI report as required under the CTA is true, correct, and complete, and we agree that Firm may rely solely, without independent verification, on the accuracy and completeness of the information provided.**
8. **Management acknowledges the importance of oral and written management representations in the performance of Firm's limited services and agrees to release and indemnify Firm and its personnel from any and all claims, liabilities, costs, and expenses attributable to any misrepresentation by Management and our representatives.**

Sincerely,

<Client Representative>

<Client Name>

² This time frame is merely for illustrative purposes and should be modified as needed to be consistent with the terms of the engagement.