

THIS TAX REFUND CONSULTING AGREEMENT ("**Agreement**") is made and entered into this by and between Refund Agents, LLC ("**Company**"), a Florida limited liability company, and ("**Customer**") (collectively the "**Parties**"), to assist Customer in applying for one or more Employee Retention Tax Credits (collectively, "**ERC**") pursuant to the Coronavirus Aid Relief and Economic Stimulus Act.

1. ENGAGEMENT; SCOPE OF SERVICES

Customer engages Company to perform the following services (the "**Services**"), and Company agrees to use commercially reasonable efforts to perform the Services:

1. Identify any ERCs that may be available to Customer for taxable quarters from January 1, 2020 through September 30, 2021.
2. Obtain and analyze applicable Customer information to calculate Customer's ERC.
3. Document Customer's available E R C and applicable amended tax schedules (such documentation, the "Deliverables").
4. Provide support in the event of an audit by the Internal Revenue Service ("IRS").

2. TERM AND TERMINATION

This Agreement shall remain in effect until the completion of Company's Services and payment of all Fees, unless terminated earlier. Either Party may terminate this Agreement for any reason and at any time by providing thirty (30) days written notice to the other Party; provided, however, that Sections 3 - 10 shall survive the termination of this Agreement.

3. EXCLUSIVITY

Company shall be Customer's exclusive provider of ERC consultant services, unless Customer terminates this Agreement due to Company's gross negligence or willful misconduct. Customer shall not solicit or obtain any ERC services through any other entity without the express written consent of Company. If Customer receives any ERC without using Company's services, Customer shall pay Company the fee specified in Section 4 as though the ERC services had been obtained pursuant to this Agreement.

4. FEES

Customer agrees to pay Company a contingency fee of 20% of all ERC received by Customer, including any interest paid on the ERC refund. ERC shall be deemed received by Customer whether those ERC are paid in the form of an actual cash/check payment or offset by the IRS against any outstanding tax liability. All fees shall be paid by Customer to Company within five (5) days of Customer receiving any ERC. Any fee not paid within five (5) days of Customer receiving any ERC shall accrue interest at 1.5% per month.

5. DISCLAIMER; LIMITATION OF LIABILITY

COMPANY DOES NOT PROVIDE TAX ADVICE, TAX FILINGS, OR CPA SERVICES. COMPANY IS NOT A TAX PREPARER OR ACCOUNTANT AND THEREFORE DISCLAIMS ANY AND ALL RESPONSIBILITY FOR PREPARATION OF A CUSTOMER'S FEDERAL OR STATE TAX RETURNS. COMPANY WILL NOT RENDER OR BE REQUIRED TO RENDER ANY SERVICE THAT COULD BE INTERPRETED AS THE PRACTICE OF ACCOUNTING. IN NO EVENT SHALL EITHER PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT.

6. INDEPENDENT CONTRACTOR

This Agreement does not create any partnership or joint venture between the parties, not constitute either party as the agent or legal representative of the other for any purpose. Company and Customer are independent contractors. Neither party has the right or authority to create any obligation or responsibility, express or implied, on behalf of the other, or to bind the other in any manner whatsoever.

7. CONFIDENTIALITY

Each Party may receive certain confidential information concerning the other Party, including, but not limited to, financial information, trade secrets, and methods, which is non-public and may be proprietary in nature. All such information, together with all non-public information concerning a Party and all information concerning this Agreement, is collectively referred to as "Confidential Information." The term "Confidential Information" does not include any information which (a) was, is or becomes available to the public or generally known by participants in the disclosing Party's industry, in each case, other than as a result of disclosure by the receiving Party, (b) the disclosing Party agrees may be disclosed, (c) was, is or becomes available to the receiving Party from a person other than the disclosing Party who is not known to the receiving Party to be otherwise bound by a duty of confidentiality to the disclosing Party or (d) is developed by the receiving Party without the use of Confidential Information. Each Party shall use the other's Confidential Information solely for the purposes of this Agreement, and shall not disclose Confidential Information except (i) to its employees, officers, directors, affiliates, and advisors on an as-needed basis in connection with the performance under this Agreement, and in the case of Company to vendors with providing Deliverables to Customer, and (ii) as other required by a regulatory authority, law or regulation, or by legal process. Customer understands and agrees that Company may on its website and in its marketing materials identify Customer as a Customer of Company and may display Customer's logo, and any license or permission with respect to the same is hereby granted without any liability of any kind to Company.

8. AUDIT RIGHTS

Upon request by Company, Customer shall (i) execute Form 2848, Power of Attorney, for the limited purpose of Company checking on the status of ERC, and (ii) provide access to Customer's information as reasonably requested by Company to determine whether any ERC have been received by Customer.

9. AUDIT SUPPORT

Company will refund any portion of the Fee attributable to ERC disallowed by the IRS, provided, however, that Customer shall give Company (a) prior notice as promptly as possible of any audit, challenge, or other proceeding by the IRS for review of the ERC, and (b) the opportunity to assist Customer in connection with such audit by providing an explanation of the basis for the ERC, which may include providing justification for Customer's eligibility for the ERC and a description of the methodology implemented in determining the ERC.

10. DISPUTE RESOLUTION; JURISDICTION

This Agreement constitutes the entire understanding between the Parties and shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute related to this Agreement, the Parties agree to submit all disputes for mandatory arbitration with the American Arbitration Association (AAA) under the AAA's Commercial Arbitration Rules. The exclusive jurisdiction for any arbitration shall be the State of Florida. The Parties waive all objections to jurisdiction, selection of venue, or the mandatory dispute process. The Parties agree to abide by all awards rendered in such proceedings. In the event that any party institutes any legal suit, action or proceeding, arising out of or relating to this Agreement, and upon determination by a court of competent jurisdiction in a final, non-appealable order, the prevailing party in such suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by the prevailing party in connection with the suit, action or proceeding, including reasonable attorneys' fees and expenses.

11. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements or understandings. This Agreement may not be amended or modified unless agreed to in writing by both Parties. This Agreement may be executed and delivered electronically and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS ABOVE, the Parties hereto have entered into this Agreement on the date set forth

above. **REFUND AGENTS, LLC**

By: {{Fullname:Recipient1*}}

Title: {{Jobtitle:Recipient1*}}

{{Signature:Recipient1*}}

CUSTOMER

By: {{Fullname:Recipient2*}}

Title: {{Jobtitle:Recipient2*}}

E-Mail: {{Email:Recipient2*}}

Phone: {{Textfield:Recipient2*}}

{{Signature:Recipient2*}}