

1600 HIGHWAY 6 SOUTH • SUITE 250 • SUGAR LAND • TX 77478

This letter confirms your understanding of the terms and objectives of our engagement and the nature and limitations of the services that ERCPPP Tax Specialist, LLC (the “Provider”) will provide to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Firm”) with respect to the Employee Retention Credit (“ERC”) and the Pay check Protection Program (“PPP”) loan forgiveness.

You have engaged ERCPPP Tax Specialist, LLC to assist you in servicing the needs of your clients as it relates to the Employee Retention Credit (“ERC”) and the Paycheck Protection Program (“PPP) loan forgiveness. Our engagement is solely with you and we have no contractual relationship with your clients.

Our scope of work and related deliverables are as follows:

* Preliminary check to assist you determine whether your client qualifies for the ERC credit (at no charge).
* Detailed work papers documenting the qualification of the taxpayer for ERC purposes and the eligibility of wages and salaries used in the calculations
* Detailed work papers documenting the ERC calculations, including employee- by-employee analysis of amounts applied towards PPP forgiveness versus ERC
* Organization of the documentation supporting the ERC calculations and conclusions
* Line by line amounts for claiming the ERC on amended Forms 941-X

If applicable, we will assist you with the organization of documentation supporting your client’s application for PPP loan forgiveness and provide you with our calculations and conclusions regarding the respective amounts of eligible expenses

Although we will assist you, the final determination as to whether a client that you assign to us qualifies for the ERC is solely your responsibility. We will not begin detailed work on the ERC for any specific client of your firm until we have received confirmation from you of your conclusion that your client qualifies.

Our services include providing you with the amounts to be reported on amended Forms 941-X but do not include the preparation of the relevant IRS forms themselves. We will provide our deliverables to you in a form that will assist you in any governmental audit or enquiry. However, these deliverables should not be construed as comprehensive since such authorities may ask for additional supporting documentation (such as receipts, cancelled checks, copies of tax filings etc).

Our fees will be charged on a value billing basis. The amount of our fee, the due dates for payment and our provision of the deliverables are detailed below -

**Amount of fee:** 10% of the ERC amount for each client you assign to us

**Payment terms:**

* 15% of the fee is due on or before 7 days after we provide you with the line by line amounts for claiming the ERC on an amended Form 941X for the relevant quarter.
* The remaining balance of the fee is due on or before 7 days after your client receives the ERC as a refund or credit against other taxes.

Our fees are non-refundable and not dependent on the receipt of ERC refunds or credits from the IRS.

During the course of providing our services, we will interact with and rely on your staff to provide us with the necessary data and documents, and the coordination of any meetings we require in order to complete the assignments for clients of Firm. We will not audit or verify the information you provide to us. Our engagement cannot be relied upon to detect errors or fraud, or any deficiencies in the internal controls at your firm or your client’s business.

You will designate a person from your management who possesses the required knowledge and experience to oversee this engagement and the provision of data and documentation. It is your responsibility to ensure that the data provided to us is complete and accurate, and not contradicted by information contained in other documents, such as tax returns filed with taxing authorities or data provided to lenders during the PPP loan application.

You are responsible for understanding all requirements and restrictions applicable to the ERC calculations and filings of your client’s ERC calculations and filings and their PPP forgiveness applications. Any ERC claim submitted on your client’s federal employment returns is subject to regulatory review and approval. We therefore cannot guarantee that the refund claim will be approved in full or part. Federal regulations are subject to change, and any changes which occur after the delivery of our work product may affect the refund claims of your clients. We are not obligated to communicate any changes to you or alter any prior work product delivered to you for any such changes.

You agree to indemnify, defend, and hold harmless the Provider and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of the Provider.



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Imtiaz Munshi Name of the Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Managing Partner Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ERCPPP Tax Specialist, LLC Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email - imtiaz@ercppptaxspecialist.com Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_