



Employee Retention Tax Credit Consulting Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between Prosperity Plus Management Consulting, Inc. located at 60 E. Main Street, Kings Park, NY, 11754, hereinafter referred to as "Consultant";

and _____ (name) of _____ (business name), hereinafter referred to as "Client."

Consultant has spent a considerable amount of time and money in creating a process for analyzing and executing the Employee Retention Tax Credit process, and has agreed to make these programs available to Client, and

Client acknowledges Consultant is not a law firm nor accounting firm and therefore does not intend to give legal or accounting advice. Client agrees that he/she will rely upon his/her own personal legal and financial advisors about advice given by Consultant as a result of this Agreement.

Both parties therefore agree as follows:

1. Employee Retention Tax Credit Program (ERC) Consulting. Consultant agrees to deliver to Client consulting program to assist in the planning and execution of the Employee Retention Tax Credit Program for the Client's business. The program includes the following services:

- Review appropriate performance against 2019 to determine eligibility for the program.
- Analysis of payroll and health insurance expenses to calculate credit for each employee.
- Comparison of the ERC numbers to PPP to ensure the same payroll is not used for both.
- Determine final ERC credit allowable for each employee and total for eligible quarters.
- Work closely with you to gather the required reports and data for submission or backup.
- Work with your team, CPA and/or payroll provider to submit paperwork for the credits.
- Ensure you have the documentation that must be retained.
- Assist with any questions or issues that arise.

2. Program Cost. Client agrees to pay per the following terms.

One Thousand Four Hundred Ninety Five Dollars (\$1,495.00) per qualifying quarter claimed.

Payment is due prior to starting the program. Prosperity Plus will send an invoice via email with a link to our secure payment site once the signed agreement is received.

3. Delivery Details. The analysis will be delivered via telephone consultations. The meetings will be scheduled at times mutually agreed upon by the Client and Consultant.

4. Trade Secrets. Client understands and agrees all material copyrighted by Consultant and verbal advice provided by Consultant were compiled at great time and expense and constitute the trade secrets of Consultant. Consultant agrees to make this material available exclusively to Client and Client's staff for the sole purpose of assisting Client's business(es).

5. Confidentiality. Consultant and Client mutually agree to keep in strict secrecy and confidence any and all information received or learned about either party which is not a matter of common knowledge. Both parties agree that during and after the term of this Agreement, they will not disclose any such confidential information without the prior written consent of the other party or unless required by law and in that event, both parties agree to give prior written notice to the other party.

6. Warranty. Client understands Consultant does not guarantee a particular result.

7. Termination and Refunds. Due to the nature of the program, the cost for the program is not refundable.

8. Agreement to Hold Harmless. Client agrees to hold Consultant, its partners or representatives harmless from any and all claims, demands, costs, or damages of any nature as a result of this Agreement including advice given by Consultant. Client assumes all risks and responsibilities for Client's business and waives all rights to collect damages from Consultant.

9. Legal Action. Any unresolvable dispute about this Agreement shall be attempted through mediation. If an agreement is not obtained through mediation, the dispute shall be settled through arbitration. If an arbitrator cannot be agreed on by the parties, both parties will select an arbitrator who will meet and choose a final arbitrator who will do the arbitration. The costs of the arbitration will be part of the arbitrator's decision. Any judgment reached through mediation or decided by the arbitrator will be enforceable in any court having jurisdiction and shall be binding on both parties. Consultant's liability will in no case exceed the total amount paid in paragraph 2.

10. If any item of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be effected and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

12. Entire Agreement. This Agreement is the entire agreement between the parties and any addition or change of these terms shall be in writing and signed by both parties. This Agreement is binding upon the parties in accordance with the Laws of the State of a New York. The terms of Paragraphs 7, 8 and 9 shall remain in effect despite the termination of this Agreement.

Client has read and understands this Agreement, and approves the contents by signing his/her name above the line marked "Client."

Signed:

Client

Prosperity Plus Management Consulting, Inc.