



AGREEMENT FOR TAX CREDIT SERVICES

This Agreement for Tax Credit Services (hereinafter referred to as “Agreement”) between **Tax Credit Group, Inc.** an Iowa corporation, (herein after referred to as “TCG”) **ABC Company, Inc.**, an Iowa Corporation (herein after referred to as “Client” or “the Client”)

1. SCOPE OF ENGAGEMENT & SERVICES

TCG agrees to provide and work with Client to (i) identify tax credit opportunities, (ii) gather appropriate information from Client such as payroll, employee addresses, and other data, (iii) assess and calculate tax credits described herein, (iv) provide Client with Account Service in Article 6. Client agrees to work with TCG and shall (i) exclusively utilize TCG for the Services described herein, (ii) submit to TCG all required data and forms under the WOTC Program and any other applicable credits defined in this Article 1, (iii) fully participate in all available tax credit programs. The term “Services,” as used in this Agreement, shall include either research, review, analysis and or processing and computation of the following credits:

1.1. Work Opportunity Tax Credit (WOTC), which is a federal tax credit up to under Internal Revenue Code Section 51 available to businesses for hiring individuals from certain target groups. Tax Credits up to **\$9,600.00** per qualified employee are available to eligible companies.

1.2. Empowerment Zone Credit (E-Z), which is a federal tax credit under Internal Revenue Code Section 1396 available to businesses employing current residents in areas deemed to be Empowerment Zones. Tax credits up to **\$3,000.00** per qualified employee are available to eligible companies.

1.3. Indian Employment Credit (IEC), which is a federal tax credit under Internal Revenue Code Section 45A available to businesses that hire individuals who live on or near an Indian reservation. Tax Credits of up to **\$4,000.00 per qualifying employee** are available to eligible companies.

1.4. Disaster-Based Tax Credits, which are federal tax credits and retention credits available to businesses by the IRS in areas effected by natural disasters, epidemics or credits available as a result of federal and state emergencies. Tax credit amounts vary.

1.5. State and Federal Tax Incentives, which are state or federal tax incentives available or made available through state or federal government for businesses that hire in qualified geographic areas, hire certain target groups, qualify based upon the number of hires placed or jobs created or maintained.

1.6. FICA TIP Credit, which is federal tax credit under Internal Revenue Code Section 5B available to businesses for the amount of FICA (Federal Insurance Contributions Act) taxes that it paid on employee tips in excess of the minimum wage.

1.7. Employee Retention Tax Credit (ERTC), which is a federal refundable tax credit available to businesses under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) The credit is equal to 50% of qualified wages paid to employees. Tax credits of up to **\$5,000.00** per employee are available to eligible companies.

2. TERM OF THE AGREEMENT.

This Agreement shall commence on **January 1, 2021** (the “Effective Date”) and continue for a period of (3) years (the “Initial Term”) The Agreement shall be effective as the last date of execution on the signature page below.

3. DUTIES & RESPONSIBILITIES OF CLIENT.

3.1. The Client shall within (15) days of request provide any other records and information that are reasonably necessary for TCG to assist the Client in maximizing and verifying tax credits, ensuring data provided is accurate in order to render the Services defined in Article 1. This includes but is not limited to payroll data, hire reports, IRS form 8850, tax credit screening forms, copies of W2's, copies of employees driver's license or other identification cards.

3.2. The Client, in order for TCG to meet deadlines set by the Internal Revenue Service or by the States, shall:

(a) submit to TCG all Tax Credit Screening Forms within (15) days of individuals hiring date via TCG's online tax credit screening form or by via email, mail or facsimile if submitting hard copy Tax Credit Screening Forms.

(b) submit to TCG a signed original IRS Form 2848 within (5) days of request.

(c) Client agrees if for any reason Web Portal is not available or accessible shall provide TCG the following: (i) written notice within (24) hours of describing the reason for inaccessibility and a screen image of the error or video recording to enable TCG to assist Client, (ii) request if needed a hard copy Tax Credit Screening Form to be completed during inaccessibility (iii) during such inaccessibility submit completed hard copy Tax Credit Forms via electronic mail, facsimile or by United States Postal Service Priority Mail with signature confirmation requested within Deadline defined. TCG shall provide hard copy Tax Credit Screening Forms within (5) days of written request of Client.

3.3. The Client, in order to maximize tax credits, the Client receives and to ensure accuracy of the Tax Credit Submission Report, shall complete and send TCG a Payroll Report. Payroll Report shall be emailed in spreadsheet format to TCG by the (10th) day of each month.

3.4. The Client shall complete and submit to TCG the Tax Credit List spreadsheet by inputting all data requested into the spreadsheet within (15) days of TCG submission of Tax Credit List to Client.

4. DUTIES & RESPONSIBILITIES OF TCG.

4.1. TCG shall provide any and all records and information reasonably necessary for Client to claim the tax credits described in any given year's Tax Credit Report. TCG shall provide either copies of Certifications issued by the state or an official listing of Certifications provided by the state.

4.2. TCG shall provide Client with the Tax Credit Report within (30) days upon the receipt of Certified Tax Credit List and any other applicable data required.

4.3. TCG shall provide the Client with Tax Credit Certified List upon receipt of all the current year's Tax Credit Certifications being issued by the States.

4.4. TCG shall provide the Client with the Tax Credit Screening Form and any other documentation which, in TCG's sole discretion, will assist the Client in the Client's performance under this Agreement.

4.5. TCG shall process all Tax Credit Screening Forms, utilize the information on said forms to submit applications to the appropriate state or federal agency, make any appeals on said applications, and process the Tax Credit Certifications.

4.6. TCG shall provide the Client within (15) days of request up to (3) online or telephonic training sessions a year, and advise the Client with implementing procedures which aid the Client in furthering this Agreement.

4.7. TCG shall provide Account Service defined in Article 6.

5. FEES & PAYMENTS.

5.1. Fees. The Client shall pay TCG a rate of ___% of the total amount of all Federal & State Tax Credits and Incentives calculated by TCG.

5.2. Fees Payable. All fees payable to TCG shall be payable and due within (15) days upon submission of invoice to Client and if applicable Tax Credit Report and listing of Certifications or copies of Certifications. All fees owed and due not paid by the due date indicated on the invoice shall bear interest at a rate of 2.5% a month compounded monthly.

5.3. Account Service Fee. TCG shall provide Account Service defined in Article 6. Client shall pay a monthly fee of \$____. The monthly fee shall be prepaid and billed annually for (12) months of account service.

6. ACCOUNT SERVICE.

6.1. Client Portal. TCG as part of the Account Service Plan shall provide Client with a Client Portal and log in credentials. Account Web Portal contains the following:

- (a) access to TCG's Online Tax Credit Screening Application for online processing, electronically signing and submitting of applicable Tax Credit Screening Forms;
- (b) hosting of all data and secure storage of all submitted IRS Forms;
- (c) access to secure message portal for the Client to submit files and data securely to TCG.

6.2. Branded Web Portal. TCG shall provide and develop within (30) days upon request of Client a Branded Web Portal which shall include the following:

- (a) web portal for hires to access without log in requirement TCG's Online Tax Credit Screening Application for online processing, electronically signing and submission of applicable Tax Credit Screening Forms;
- (b) branding of web portal defined in Article 6.1. with Client's companies' logo.

6.3. Account Manager. TCG as part of the Account Service Plan shall provide Client with an Account Manager to:

- (a) provide within (15) days of request up to (3) scheduled training sessions a year and overview of tax credit procedures for Client either online, recorded video or by telephonic training;
- (b) review of Account status and Reports;
- (c) monitor Tax Credit Submission results;
- (d) provide updates on the status of tax credits and Certifications.

6.4. Account Maintenance. TCG as part of the Account Service Plan shall provide Account Maintenance. This includes providing the Client with the following:

- (a) research and analysis of applicable tax credits defined in Article 1;
- (b) preparation, auditing, updating and submission of IRS Form 8850, ETA Form 9061, IRS Form 2848 and applicable tax credit forms to the States Department of Labor on behalf of the Client;
- (c) paying applicable postage expenses relating to section 6.4.(b)
- (d) monthly or quarterly Tax Credit Submission Report detailing submission rate and listing number of hires who did not complete tax credit screening.
- (e) set up and implementation of all Account Web Portals and creating customized paper tax credit screening forms as requested by Client;
- (f) data entry and submission into Client's Account Portal of any hard copy Tax Credit Screening Forms submitted to TCG. This includes Tax Credit Screening forms sent from Client via email, facsimile and United States Postal Service.

6.5. Integration Support. TCG as part of the Account Service shall provide within (15) days of Clients request support and assistance for initial integration and set up of TCG's tax credit screening form within Clients onboarding platform. This includes:

- (a) consulting with Client's onboarding company for implementation options available.
- (b) provide Client with technical data required for integration.
- (c) provide testing and quality control prior to integration being live.

7. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding between the parties hereto and supersedes all other prior Agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding as between TCG and Client. Each party to this Agreement acknowledges that no representations that are not embodied in this Agreement and as made available at: <https://www.taxcreditgroup.com/abccompany-agreement-tax-credit-services-general-terms-conditions/>

8. NOTICES AND AUTHORIZED REPRESENTATIVES

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or (iii) transmitted by facsimile or electronic mail transmission (including PDF), with read receipt request to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows: The authorized representatives of their respective entities defined below shall receive and initiate all notices required or permitted hereunder and shall be the parties authorized by their respective entities to render binding decisions related to the scope and term of the Services under this Agreement.

To: Troy Loney
Tax Credit Group, Inc.
3500 Dodge Street Suite 302
Dubuque, IA 52003-5266
Email: troy@taxcreditgroup.com

To: John Smith
ABC Company, Inc.
123 Main Street
Des Moines, Iowa
Email: jsmith@smithcompany.com

9. AGREEMENT DRAFTED BY PARTIES.

For all purposes this Agreement shall be deemed drafted by all parties hereto even though one of the parties may have initially drafted the Agreement and submitted it to the others for review. No provision in this Agreement shall be interpreted for or against a particular Party due to the fact that the Party drafted the provision.

10. AUTHORITY TO BIND CLIENT.

The undersigned individual(s) executing this agreement on behalf of Client hereby warrants and represents that the correct and legal company name or names of the companies named in this Agreement/she has all requisite power and authority to enter into this Agreement on behalf of Client, and to bind Client to the promises, covenants, and terms contained herein. The execution and delivery by Client of this Agreement has been duly authorized by all requisite action of Client, its officers, directors, members, and/or shareholders. This Agreement, when executed and delivered to TCG, will constitute the legal, valid, and binding obligations of Client.

11. OTHER GENERAL TERMS & CONDITIONS.

The parties understand and agree that other general terms and conditions relating to the Agreement are included online at TCG's website at the following address:

<https://www.taxcreditgroup.com/abccompany-agreement-tax-credit-services-general-terms-conditions/>

The parties hereto have read, understood, and agree to these additional terms and fully incorporate them into this Agreement.

IN WITNESS WHEREOF, the parties hereto have read, understood and agree to the terms of the Agreement intending to be legally bound have caused their proper and duly authorized officers to execute and deliver this Agreement as of the Effective Date.

Tax Credit Group, Inc.

Date

By: _____

Name: _____

Its: _____

ABC Company, Inc.

Date

By: _____

Name: _____

Its: _____