



_____, 2021

Client Individual Name: _____
 Client Business Name: _____
 Client Business Address: _____
 Client City, State and Zip: _____
 Client Email Address: _____
 Client Telephone: _____

Dear Client:

Armanino LLP ("**Armanino**," "**we**" or "**us**") is pleased to provide the services described below (collectively, the "**Services**") to the above-named Client ("**Client**" or "**you**"). The Services are subject to the terms and conditions of this engagement letter and the Terms & Conditions for Professional Services, located at <http://www.armaninollp.com/professionalservices> (together, this "**Agreement**").

SCOPE OF WORK

The Services for this engagement shall include Paycheck Protection Program ("**PPP**") Loan Forgiveness Assistance Services related to assisting Client with forgiveness application data entry, expense documentation support and completion of application for forgiveness of portions of any loan received by Client under the PPP ("**Forgiveness Application Consulting Services**").

A more detailed description of the Services and the accompanying responsibilities of Armanino and Client are set forth in **Exhibit A**.

FEES

Our professional fees for the Services will be fixed fees in the following amounts based on the PPP loan amount received by Client ("**Fee**") (Check appropriate box):

Check Only One Box (all prices are on a per entity basis/per loan basis).	Loans up to \$100K	Loans from \$100k to \$350K	Loans from \$350K-\$2M	Loans over \$2M
Basic Service: Preparation and Submission of Your Forgiveness Application <u>After</u> the Covered Period	\$1,500 <input type="radio"/>	\$3,500 <input type="radio"/>	\$7,500 <input type="radio"/>	\$10,500 <input type="radio"/>



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 Global Network Limited

Project Change Requests

If you request that we provide services beyond those outlined in this Agreement, we may provide you with a Project Change Request outlining the scope of additional work, our fees, and anticipated timeline for those services. Although we strive to meet your needs, we reserve the right to decline a request for additional services that is outside the scope of services we provide, or our expertise, or for any other reason. Any such requests will be considered addenda to this Agreement. Additional retainer deposits may be required for such work, and additional/alternate staff may be assigned to you where appropriate as this engagement progresses.

CONCLUSION

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the terms applicable to the Services. If you have any questions, please let us know. If you agree with the terms of this Agreement, please sign and return it to us.

Sincerely,

John Schweisberger
Partner
Armanino LLP

THIS AGREEMENT, INCLUDING THE TERMS & CONDITIONS FOR PROFESSIONAL SERVICES AVAILABLE AT <http://www.armaninolp.com/professionalservices>, IS HEREBY APPROVED AND ACCEPTED:

Name of Client: _____

Date: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A

DETAILED SCOPE OF WORK

Forgiveness Application Consulting Services:

Basic Service:

Serve as consultant to Client relating to PPP loan forgiveness application preparation and submission:

1. Confirm the appropriate PPP Forgiveness Application required (EZ or Standard).
2. Provide Client with instructions for compiling necessary supporting documentation, including a list of all required documents, and access to a secure portal for uploading them to Armanino.
3. Receive and input Client payroll and expense data into Armanino's proprietary PPP loan forgiveness calculator using the documents Client sends us:
 - a. Payroll and hours worked documentation for all employees during covered period and baseline periods
 - b. Documentation of covered mortgage interest payments, rent/lease payments and utilities expenses
4. Prepare forgiveness calculation analysis and review with Client.
5. Complete SBA's forgiveness application forms and route to Client for electronic certifications and signature.
6. Submit application and supporting documentation to lender for forgiveness review and decision.
7. Support Client in discussions with bank lending officer regarding uses of funds and forgiveness as needed.
8. Final deliverables are a completed Forgiveness Compliance Calculator for Client's covered period and a completed package of supporting documentation.

Services such as preparing estimations, providing advice on how to spend the PPP funds or other consulting or advisory services are beyond the scope defined above and will require a change request should such services be desired by Client.

RESPONSIBILITIES

Work is to be conducted remotely from Armanino offices or other off-site locations. Armanino will act as a consultant but will not serve as your "authorized representative" or "Agent" through the loan process. You will be responsible for signing your application and all required certifications, as well as interacting directly with the lender, SBA, or other third party after your forgiveness application is filed.

Armanino is not responsible for, and will not verify, the information you provide under this Agreement. We will assume all information provided by you is accurate and will not be responsible for any material misstatements. You acknowledge and understand that knowingly making a false statement to get loan forgiveness under this program is punishable by law.

You understand and agree that we will gather information provided by you without audit or confirmation in providing the Services, will use such information to assist you in determining whether and how you may be able to receive PPP loan forgiveness and/or in assisting to calculate data and answer questions in your PPP application, depending on the scope of the Services hereunder. You affirm that any documents you provide to Armanino in relation to the Services shall be true, accurate and identical copies of those you submitted or will submit to the IRS or other governmental authorities. You acknowledge that the SBA and your lender will make their own determinations and calculations regarding your eligibility for forgiveness of the PPP loan and no outcomes can be promised, assured or guaranteed by Armanino. Armanino makes no guarantee regarding the outcome of your forgiveness application and shall have no liability if the forgiveness is not granted (partially or fully) for any reason.

A successful working relationship requires a significant commitment on our part, as well as yours. You are responsible to be available during our ongoing work with you, provide timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our Services.

You understand and acknowledge that we will not provide you with any investment or legal advice in connection with the Services.

You acknowledge and agree that your management has the following overall responsibilities that are fundamental to our undertaking all Services:

1. The prevention and detection of fraud
2. To ensure your compliance with the laws and regulations applicable to you
3. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us related to the Services
4. To provide us with unrestricted access to persons within Client with whom we determine it necessary to communicate
5. The safekeeping of all of your business assets