

ERC Submission Service Agreement

This Agreement between Client and TAG Employer Services, Inc D.B.A. eBacon ("eBacon") is dated _____ , _____ for services & fees regarding the calculation and filing of Employee Retention Credits (ERC).

Fees: Service Fees are 10% of the ERC calculated.

1. Once credit is calculated and disclosed, fees are due even if client chooses to terminate the contract.
2. Fees are immediately due from clients that terminate the contract after credit amount is disclosed.

Payments: 10% of the fee is collected at the time the 941X is submitted to the IRS and an invoice is remitted to client, unless otherwise agreed. Remaining 90% will be collected at the time the IRS issues the credit and an invoice is remitted to the client, unless otherwise agreed. Any unpaid balances will accrue an interest rate of 1.5% per month.

Performance: The software is offered on an "as is" basis and any requests for additional functionality shall incur additional fees. eBacon will not be responsible for damages including but not limited to loss of availability, miscalculation, data breach, interruption of business, or penalties incurred. Notwithstanding, eBacon is acting in its capacity to offer software and submit tax documents and shall not be deemed as an insurance agent, investment advisor, lender, financial institution, fiduciary, or agent nor shall it be restricted by the rules governing such entities.

Liability: eBacon is not liable for damages arising from the actions or errors of Client or any third party. Client will indemnify and defend eBacon against claims made by third parties related to this Agreement. eBacon's sole liability from this Agreement shall be limited to errors caused by eBacon and will be considered cured when eBacon reprocesses these errors or elects (at eBacon's sole discretion) to waive any service fees not yet paid to eBacon. Under no circumstances shall eBacon be liable for any damages for an amount exceeding the administration fees actually paid to eBacon by Client for the previous twelve months. Client shall not rely exclusively on eBacon for any advice without independent confirmation of accuracy, tax & legal consequences.

Confidentiality: During the term of this agreement and for 5 years thereafter, both parties shall keep confidential any information that should be considered proprietary or a trade secret. Both parties will use best efforts to protect confidential information but will not be responsible for malicious third-party activity. eBacon reserves all rights to services to software and any custom work performed. This agreement solely grants Client the limited right to use the software for internal purposes during the term of the Agreement. Client shall use best efforts to ensure all users act in accordance with the terms and conditions of this Agreement. Client shall not in any way attempt to copy or reverse-engineer the software.

Termination: This Agreement shall terminate once payment has been received for fees invoices for ERCs are calculated and 941X's submitted. If client terminates the agreement without notice and after the ERC calculation amount has been disclosed, eBacon is still entitled to collect the full 10% administration fee on the amount of the calculated credit.

Terms: This Agreement constitutes the entire agreement between the parties and their affiliates, superseding any other written or oral understanding. Any modifications must be in writing. If any provision of this Agreement is held unenforceable, the remaining portions shall remain in effect. Either party's failure to exercise any right under this Agreement shall not constitute a waiver of any right. This agreement is bound by Arizona law and any disputes shall be submitted to arbitration in Maricopa County, Arizona. In case of dispute, the substantially prevailing party is entitled to recover reasonable attorney's fees, interest, and expenses.

Signature & Date

Name & Title

Signature & Date

Name & Title

Company Name Here

eBacon



eBacon.com