

ENGAGEMENT LETTER: EMPLOYEE RETENTION CREDIT STUDY

Lakeview Academy

Submitted To: Lakeview Academy
527 W 400 N
Saratoga Springs, UT, 84045
United States

Submitted By: Alexander Kirillov
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Date: October 3, 2022

Important Notice: The enclosed material is proprietary to alliantgroup, LP

TABLE OF CONTENTS

Engagement Letter: Lakeview Academy	1-2
Exhibit I: General Business Terms	3

October 3, 2022

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527 W 400 N
Saratoga Springs, UT, 84045
United States

Thank you for considering alliantgroup, LP (“alliantgroup”) to perform an Employee Retention Credit Study (“ERC Study”) for Lakeview Academy (“Client”) for the 2020;2021 tax year.

EMPLOYEE RETENTION CREDIT STUDY

The ability to claim employee retention credits presents a valuable opportunity for you to recoup a significant part of your costs incurred in retaining your employees. Fully capitalizing on these credits requires the ability to identify the full and broad range of qualified expenditures, a process for annually capturing relevant information, and a clear understanding of IRS regulations to ensure such claims can stand up to scrutiny.

alliantgroup’s ERC services can allow you to leverage the value of your ERC opportunities through our focused expertise and unique ERC process. We bring people who understand the ERC rules as well as your industry. Thus, the ERC service may enhance your overall tax efficiency and cash flow and increase the return on your ERC investment. Our credit review will focus on identifying and substantiating qualified costs throughout your organization.

In addition, we can be engaged annually to capture the tax credit value of current and future ERC investment.

SCOPE OF SERVICES

In this letter we will describe the scope of our services, the fees we expect to charge, and our respective responsibilities. We have detailed our tax services to be provided in relation to the ERC Study into three (3) separate phases as follows:

Phase 1 – Assessment and Feasibility: In Phase 1, we will evaluate and analyze your eligibility to claim Employee Retention Credits. We believe each study requires a unique approach. Phase 1 allows us to gain a detailed understanding of your company so that we can tailor the study around your unique circumstances. **At the conclusion of Phase 1, if no credits have been identified the contract shall terminate with no fees due.**

Phase 2 – Design and Implementation: In Phase 2, alliantgroup designs a detailed work plan and executes the associated implementation strategy. We interview additional company personnel, analyze contemporaneous documentation and financial information to finalize the credit calculation. This phase entails a full analysis of technical issues related to qualified ERC costs, detailed collection of eligible expenditures, and identification, documentation and quantification of qualifying expenditures.

Phase 3 – Reporting: This phase includes the preparation and delivery of the ERC Study and its quantitative and qualitative components.

PROFESSIONAL FEES FOR IMPLEMENTATION AND AUDIT DEFENSE

Our fees will be a success-based fee arrangement of (25%) percent of the Gross credits identified. The fee shall be due as Client utilizes or receives the credits identified.

alliantgroup will represent you through the Examination and Appellate Conference processes with respect to any challenge by the Internal Revenue Service of the benefits taken in relation to the ERC Study in accordance with the above provision.



If it is ultimately determined that credits are unallowable, alliantgroup will refund a pro-rata portion of the fee that resulted from the disallowed credits.

If these terms (including the attached General Business Terms, which are incorporated herein by reference) are acceptable to you, please sign and return the proposal via email or Conga Sign. Should you have any questions, please do not hesitate to call me at 916-879-2834. We are pleased to have you as a client and look forward to a long and mutually beneficial relationship.

Sincerely,

Alexander Kirillov
alliantgroup, LP

AGREED TO AND ACCEPTED: (Lakeview Academy)

BY:  

TITLE: Board Chair

DATE: 10/7/2022

Exhibit I
GENERAL BUSINESS TERMS
alliantgroup, LP

- A. Services.** It is understood and agreed that alliantgroup, LP's ("alliantgroup") services frequently include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of Client. In connection with its services, alliantgroup shall be entitled to rely on all representations, decisions, and approvals of Client and its representatives and agents.
- B. Payment of Invoices.** alliantgroup's invoices are payable and due upon receipt. Fees are due and payable in a proportionate amount as Client receives or utilizes the credits identified. Without limiting its rights or remedies, alliantgroup shall have the right to halt or terminate its services and/or withhold the final documentation until payment is received on all invoices. Should invoices not be paid within thirty (30) days from the date of said invoice, alliantgroup will charge an additional 1.5% of such outstanding invoice for each thirty (30) day period that elapses once payment is due; this is limited to 18% per annum. If it is ultimately determined that credits are unallowable, alliantgroup will refund a pro-rata portion of the fee that resulted from the disallowed credits.
- C. Filing of Amended Returns.** All amended returns must be mailed via Certified Mail, Return Receipt Requested as compliance with this provision may be necessary to prove the mailing date of an amended return.
- D. Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of alliantgroup's services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party not less than ten (10) business days before the effective date of termination. In the event of termination by Client, Client shall be responsible to pay alliantgroup for time and materials (based on the firm's standard hourly rates) for the services performed, expenses, and fees of any outside contractors or CPAs incurred through the effective date of termination. Furthermore, if Client terminates alliantgroup's services, Client shall pay to alliantgroup the outstanding fees and expenses incurred within seven (7) days of the effective date of termination.
- E. Limitation on Damages.** Client agrees that alliantgroup and its personnel shall not be liable to Client or any related parties for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid to alliantgroup by Client. In no event shall alliantgroup or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort, or otherwise.
- F. Third-Parties and Internal Use.** Except as otherwise agreed, all services hereunder shall be solely for Client's internal purposes and use, and this engagement does not create privity between alliantgroup and any person or party other than Client. This engagement is not intended for the express or implied benefit of any third-party. No third-party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or other services of alliantgroup.
- G. Expenses.** Client shall reimburse alliantgroup for reasonable out of pocket expenses. Such expenses shall be pre-approved by Client.
- H. Information and Data.** alliantgroup shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that Client and its representatives provide to alliantgroup. All assumptions, representations, information and data to be supplied by Client and its representatives will be complete and accurate to the best of its knowledge.
- I. Based on Current Tax Laws.** Client understands that any tax assistance provided pursuant hereto will be based upon the law, regulations, cases, rulings and other tax authority in effect at the time specific tax assistance is provided. If there are subsequent changes in or to the foregoing tax authorities (for which alliantgroup shall have no specific responsibility to advise you), Client acknowledges that such changes may result in that tax assistance being rendered invalid or necessitate (upon Client's request) a reconsideration of that prior tax assistance.
- J. Subject to Review:** Client understands that the results of alliantgroup's tax assistance may be audited and challenged by the IRS and other tax authorities, who may not agree with our positions. We believe that any claim for refund will receive substantive review from the IRS. In this regard, Client understands that the result of any tax assistance is not binding on the IRS, or other tax authorities or the courts and should never be considered a representation, warranty, or guarantee that the IRS or the courts will concur with our advice or opinion.
- K. Governing Law and Severability.** These terms, and the engagement letter to which these terms are appended, including the exhibits, shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to the choice of law principles thereof). Furthermore, if any action is brought by either party, the parties agree that such action shall be brought within the jurisdiction of the State of Texas. Sole venue for disputes herein shall be in the State of Texas. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.
- L. Requirement to execute Power of Attorney.** Client understands that alliantgroup will require Client to execute Form 2848, Power of Attorney, so that alliantgroup may check on the status of the claim and answer questions and queries presented to Client by the Service as necessary with regard to the claim.
- M. Document Retention.** alliantgroup will maintain the documents received from Client for a period of three years from the date of performing such study. Client must maintain all records substantiating their tax credits for at least the period that such tax years remain subject to audit by the Internal Revenue Service.

N. Arbitration. The parties hereby agree to submit all controversies, claims and matters of difference to arbitration in Houston, Texas, according to the rules and practices of the American Arbitration Association from time to time in force. This submission and agreement to arbitrate shall be specifically enforceable. Arbitration may proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. The arbitrator shall not have the power to alter this Agreement nor award punitive, treble, consequential, or special damages.

O. Privacy and use of Third-Party Providers and Affiliates. alliantgroup is committed to maintaining its Clients' confidence and trust, and accordingly complies with all applicable laws, rules, regulations and internal policies to protect the information its Clients provide to alliantgroup, LP and all of its related worldwide affiliates and subsidiaries (collectively, "alliantgroup"). In furtherance of our commitment to providing exceptional service to our Clients, alliantgroup utilizes various third-party cloud-based services. The use of third-party cloud-based software is solely to assist alliantgroup in providing our professional services directly to our Clients. All third-party service providers are subject to confidentiality obligations to protect the confidentiality of Client data, and their services are analyzed and evaluated pursuant to our annual SOC 2 compliance reviews. alliantgroup uses the technology and resources of its various entities in the United States, United Kingdom and India in performing its services. alliantgroup maintains strict policies and procedures to securely exchange data between our affiliates to ensure industry and regulatory best practices. Furthermore, alliantgroup does not sell, transfer or share any Client data, Personal Identifiable Information, or records with third-parties and alliantgroup does not receive any remuneration for same.

P. Duty to Cooperate. alliantgroup relies upon the documentation, representations and other factual information provided by Client to implement and defend (in the event of audit) the ERC Credits identified. If it is determined that the documentation, representations or other factual information provided by Client are false or if Client fails to cooperate with alliantgroup by not providing information or documentation in a reasonable time period during the implementation of Client's study or defense of Client's position in audit, **alliantgroup's obligation to provide audit defense services may be deemed to be null and voidable at alliantgroup's sole discretion.**

Q. Proprietary Information. By executing this Agreement, Client acknowledges the confidential and proprietary nature of alliantgroup's questionnaires, calculation models, know-how, processes, and formulae. Except for filing Client's tax return(s) as provided for by this Agreement, Client shall not at any time retain or use alliantgroup's confidential and proprietary information. Client's use of alliantgroup's confidential and proprietary information to identify and claim any employee retention tax credit(s) for any year not provided for by this Agreement can result in liquidated damages to alliantgroup in the amount of twenty percent (20%) of any employee retention tax credits identified by Client's violation of this provision. **However, this provision shall in no way limit Client's or its representative's ability to calculate any future ERC credit(s) on Client's behalf without the use of alliantgroup's questionnaires, calculation models, know-how, processes, and formulae.**

R. IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter[s].

S. I.R.C § 7216 Authorization. Client hereby authorizes and consents that any and all information furnished to alliantgroup for or in connection with the services under this engagement letter may be disclosed to third-party service providers for purposes of assisting alliantgroup in providing tax consulting services. Such third-party service providers may be located within or outside the United States. Both alliantgroup and the third-party service providers who will receive this information will maintain adequate data protection safeguards (as required by the regulations under 26 U.S.C. Section 7216) to protect your privacy and prevent unauthorized access to tax return information.