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STENSON TAMADDON

CLIENT SERVICES AGREEMENT: PRICING SUMMARY

This Client Services Agreement (this "Agreement") is dated as of the Date below (the "Effective Date") between Stenson Tamaddon, LLC, an Arizona limited liability company with a principal place of business at 111 West Monroe Street, Phoenix, Arizona 85003 (the "Company", "We", "Us" or "Our") and:

DATE: Jun 06 2023

CLIENT NAME: Gregg Veterinary Hospital LLC

ENTITY TYPE (e.g., Corp. Inc., LLC, etc.) LLC

JURISDICTION (state of formation/organization): Louisiana

located at (ADDRESS) 1150 Logan Sewell Rd, Vidalia LA 71373
("Client", "You" or "Your," each individually a "Party" and together, "the Parties"). Defined Terms are included in Section L and are herein incorporated by reference.

A. TERMS

1. CONTINGENCY FEE [12 %]
2. RETAINER DEPOSIT: [0] (this deposit amount shall be applied toward the Contingency Fee).

B. CLIENT SERVICE FEE; TIMING & METHOD OF PAYMENT

In consideration of the provision of the Services by the Company and the rights granted to the Client under this Agreement, You shall pay the Company the Client Service Fee, as follows:

1. the Retainer Deposit immediately following the execution of this Agreement; and
2. the Contingency Fee within 15 calendar days of your receipt of any Proceeds.

C. BROKERS & REFERRALS

If the "Broker or Referral Agent" Field below is not populated with an approved partner at time of signing, neither StensonTamaddon LLC nor its affiliates and agents will be responsible for any broker or referral fee:

BROKER OR REFERRAL AGENT NAME: Darin Grantham CPA

CLIENT INITIALS: DG

By executing this Pricing Summary, the Parties hereby acknowledge it becomes a part of this Agreement.

Client Name:
By: Darin Grantham
Name: Darin Grantham
Title: CPA
Jun 09 2023 13:09 MST

Company: **STENSON TAMMADON LLC**
By: Ryan Rowland
Name: Ryan Rowland
Title: SVP
Jun 09 2023 13:12 MST

EXHIBIT D

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STENSON TAMADDON

CLIENT SERVICES AGREEMENT: TERMS & CONDITIONS

This Agreement, dated as of the Effective Date, is bound by the following Terms & conditions:

CLIENT T&Cs

D. YOUR OBLIGATIONS, RIGHTS & RESPONSIBILITIES

1. License. For the Term, You grant Us a limited access, royalty-free, fully paid-up license to use any and all information, authorizations and data, including Confidential Information, provided by You to Us which, in Our opinion, is necessary or desirable to perform the Company's obligations under this Agreement, including to provide You with the Services (together, the "Client Data").

2. Pre-existing Materials. The Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the pre-existing materials (including data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by the Company in connection with performing the Services, in each case developed or acquired by the Company prior to the commencement or independently of this Agreement), including all intellectual property rights therein.

3. Representations and Warranties. You represent and warrant to the Company that:

   a. You are eligible to make an ERC Claim, and nothing in this Agreement or in any communication with the Company or the Company Representative shall be deemed to be, or construed as, a representation, warranty or opinion as to Your eligibility to make and/or file an ERC Claim.

   b. You acknowledge and agree that no part of the Services shall be considered or deemed to be legal and/or tax advice.

   c. You acknowledge and agree that nothing in this Agreement, or in the provision of the Services to You, shall operate as a guarantee or prediction of any outcome with respect to any ERC Claim that may be filed on Your behalf by the Company.

   d. You have received, or have had the opportunity to receive, independent legal and tax advice including in relation to the Your eligibility to make and/or file an ERC Claim.

   e. You acknowledge and agree that you are aware of the legal pre-requisites and/or concurrent requirements with respect to the making of an ERC Claim which may include, but is not limited to, the requirement of the Client to amend one or more prior years' tax returns.[1]

   f. You authorize Us to act as Your designee under Form 8821, as necessary. Information gathered by the Company under such a grant of authority will be deemed Confidential Information at all times.

   g. **Time is of the Essence** with respect to the Company's receipt of any Client Data for the purposes of its performance of the Services. You agree that in order to timely process Your ERC Claims, You shall provide the Company with all documents and records as the Company may reasonably request, including:

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1 PLEASE SEE IRS GUIDANCE FOR EMPLOYERS, AT HTTPS://WWW.IRS.GOV/CORONAVIRUS/CORONAVIRUS-TAX-RELIEF-FOR-BUSINESSES-AND-TAX-EXEMPT-ENTITIES.

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i. Your payroll journal reports exported from Your payroll provider or accounting software for every month and for every employee beginning with the month of January 2019 through to the present (preferred format: CSV or Excel);

ii. Your quarterly Form 941 Tax Filings for every quarter during the Term, beginning with Q1 2019 and through the Effective Date of this Agreement; and

iii. Your Responses to the "Client ERC Questionnaire" document, which will be issued to You after execution of this Agreement (together, the "Client Documents").

h. You understand that some or all of the Client Data may be in the possession or control of one or more of the Client Representatives. You agree that it is solely Your obligation and responsibility to obtain the Client Data (if necessary, from any Client Representative) and, when necessary, to obtain authority to file the Work Product with the IRS. All Client Data provided to Us by You shall be deemed to be Confidential Information and the Company shall use reasonable efforts to preserve the confidential nature of the Confidential Information pursuant to, but not limited to, using commercially reasonable efforts to keep Your Client Data secure and in compliance with various federal and state data protection laws.

i. In order for the Company to adequately perform the Services in a timely manner, You acknowledge and agree that:
   i. You must disclose to Us the date(s) on which the You receive an actual refund check or direct deposit from the IRS, including the date and amount indicated as details on the face of each such check or deposit.

   ii. You must disclose to Us, prior to and during the Term, as well as during any time after the Effective Date at which You are indebted to Us for any balance owing under this Agreement, the following:

      1. any instance of known delinquent tax obligations as well as any form of unresolved tax liens, as represented in Section D5 ("Tax Liens") below, and;

      2. any instance of Your preparation or filing of petitions for bankruptcy on behalf of You or Your Affiliated businesses including any subsidiaries, owners, or members, as defined in Section L ("Bankruptcy"), below, and any related insolvency, illiquidity or inability to pay creditors.

j. Client Data in the possession of any CPA, PEO, or other accounting professional engaged by You (together, "Paid Preparers") may be required to be delivered to the Company and You agree that you shall co-operate with such Paid Preparer to deliver such Client Data to the Company within a reasonable time of Our request. You acknowledge and agree that We may only accept Client Data directly from You.

4. **PEOs.** If you utilize a PEO, You agree:

   a) For each relevant quarter, We will prepare a package consisting solely of materially completed Forms 941-X each of which includes the outcome of Our calculations ("Completed Forms").

   b) The Client Service Fee must be paid **in full** within net [one hundred twenty (120)] calendar days.

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5. Tax Liens. By executing this Agreement, You represent, warrant, and guarantee that You, together with any member, asset, or Affiliate that owns or may be owned by, or under common control with, You:

   a. Is not behind in its payments to the IRS nor to any tax-assessing governmental authority in any jurisdiction (a "Tax Authority");

   b. Has no tax-related arrearages currently assessed against it by any Tax Authority;

   c. Has no judgments against it from any Tax Authority; and

   d. Is free and clear of any tax liens, and any threats of future liens, imposed or threatened by any Tax Authority.

6. Affiliates. You may request that We perform a preliminary review of Your Affiliates to determine whether any such Affiliate(s) may also be entitled to make or file an ERC Claim. For the sake of clarity and avoidance of all doubt, if You Elect to have Us review any potential Affiliate Claims, Your request to Us shall be construed as Your Representation and Warranty that (1) You have the authority to make such Request; (2) You will affirmatively disclose to Us all such Affiliates for Our Review; and (3) You Agree and Consent that We will prepare the Calculations for You and Your Affiliates, and in accordance therewith, the Parties Agree to modify the Pricing Terms listed on Page 1 of This Agreement to reflect such additional Work Product.

7. Stamp Signatures. You expressly authorize Us to apply Your electronic signature to IRS filings prepared by Us. Your electronic signature shall have the same force and effect as if You had executed the forms and initiated the filings with the IRS yourself.

8. Timeline and Means to Withdraw Consent

   a. We will provide You a three (3)-business day timeframe within which to review and inspect any returns and filings We prepare on Your behalf ("Review Period"). You agree that upon receipt of an electronic copy of, or link to, any form or return that We have completed, You will review, inspect, approve, execute, or *expressly reject* the form(s) within the Review Period. You are obligated to expressly notify Us of Your rejection of the Work Product by selecting the "REJECT" button on the Company's document portal on or before the end of the Review Period. If you do not APPROVE or REJECT within this Review Period, You Agree that You will be responsible for the entire Contingency Fee. Additionally, when selecting "REJECT" please email legal@stentam.com with your reason(s) for Rejecting the Work Product.

   b. You understand that We shall not be liable for Your ineligibility for any ERC Claim refund for any reason including, without limitation, if the Company does not receive Your uploaded Client Documents prior to ninety (90) calendar-days before the statutory expiration date(s) for filing the ERC Claim(s) as set by the IRS.

E. OUR OBLIGATIONS, RIGHTS & RESPONSIBILITIES; OUR PROCESS

1. Calculations; No Guarantee. The Work Product will be prepared in a professional and workmanlike manner, in compliance with generally recognized industry standards and in accordance with applicable law and, subject to Our receipt of true, complete, and accurate Client Data, shall be free of material errors or defects. We have limited representation rights before the IRS. In relation to the

Zoho Sign Document ID: 2C9A827B-HDAGETYQ4ZCA0WJEKNYPA8HMT5K4ON5ES_D_0_NTNUO

foregoing, we rely on, and are entirely dependent on, the truthfulness, accuracy and completeness of the Client Data, Your attestations, and Your answers to Our questionnaire, and We rely, in full, upon the representations and warranties made by You in this Agreement, including with respect to Your eligibility to file for any ERC Claim that We may submit on Your behalf. We do not control or have influence on any IRS process, and the Company makes no guarantee that any ERC Claim refund will be successful or will be issued, whether timely or otherwise, and if it is so issued, in what amount.

2. Errors; Rejection by IRS. If any filings submitted to the IRS on Your behalf are subsequently rejected solely due to material errors or defects in the Work Product caused by the Company, We will provide You with reasonable correction services and We will resubmit, to the extent legally permissible, corrected and/or amended returns and forms to the relevant Tax Authorities without additional charge to You.

3. Audits and Investigations. We will fully cooperate with You and any Paid Preparers in order to support a precise and reliable response to an IRS audit or investigation related to our Services and/or any Work Product, provided the data We were provided was accurately presented. In the event of an official IRS audit that results in litigation related to the Work Product We prepared for You, and after discussion with You and review of Your submitted Client Data, We believe the submitted ERC Claims were accurate, We *may* – but are not obligated to – cover Your outside counsel fee(s).

4. Repayment upon Demand. If, following an IRS audit or investigation, the IRS concludes that payments made to You under the ERC Claim were made in error, and that You are not in fact entitled to any monies under the relevant ERC Claim, the Company shall repay, directly to the IRS, the amount of the Client Service Fee, plus pro rata interest, that the Company received under this Agreement relating to such ERC Claim.

5. Penalties. If an IRS audit or investigation relating to the Services results in penalties being assessed to You, and it is proven that there were material errors or defects in the Work Product caused by negligent miscalculations by the Company and not as a result of any inaccurate any Client Data provided to the Company, the Company will pay to you the amount of the penalties as reasonably attributable to such negligent miscalculations.

MUTUAL T&Cs

F. PAYMENT DEFAULT

1. UCC-1. To secure payment and performance of the Client Service Fee, You hereby grant to the Company a continuing security interest in and to Your ERC Claim's expected refund. The Company may, in its sole and absolute discretion, take any action to perfect such security interest including, without limitation, the filing of any UCC financing statement with any relevant jurisdiction against the assets of Your business (up to and including the amount of the Client Service Fee), and You hereby agree to the Company taking any such step.

2. Collection Costs. In the event of a legal action, demand, or other proceeding commenced to collect all or any portion of the Client Service Fee, which is duly owing to Us, We shall be entitled to the

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recovery, from You, of all reasonable legal fees, costs, and expenses incurred in relation thereto including, without limitation, to obtain an order allowing collection.

3. Interest on Past Due Balances. Interest shall accrue on all past-due balances owed by You under this Agreement at the rate of 10% per annum, or the maximum rate permitted by law, whichever is the lower.

G. MUTUAL INDEMNIFICATION

The Parties agree to indemnify, defend and hold one another harmless, including their respective owners, employees, successors, assigns, affiliates, agents, representatives and any other entity under their effective control, from any and all liabilities, damages, penalties, claims, demands, actions, suits, judgments and any and all costs, expenses or disbursements (including reasonable attorneys' fees and expenses) resulting from a third-party claim and in any way relating to or arising out of this Agreement due to a Party's acts of gross negligence or willful misconduct. (a) Notwithstanding any of the foregoing, whether express or implied in this Agreement, and excepting with respect to any fraud or willful misconduct by either Party in connection therewith, a Party's sole and exclusive right to recover any Damages from the under this Article G with respect to Claims resulting from or relating to any misrepresentation or breach of warranty or failure to perform any covenant or agreement by a Party contained in this Agreement shall be limited to the maximum sum of the Client Service Fee. (b) Claims Initiated by Indemnitee. Any provision herein to the contrary notwithstanding, the Company shall not be obligated to indemnify or advance expenses to Indemnitee with respect to proceedings or claims initiated or brought by Indemnitee against the Company or its directors, officers, employees or other agents and not by way of defense, except (i) with respect to proceedings brought to establish or enforce a right to indemnification under this Agreement or under any other agreement, provision in the Bylaws or Certificate of Incorporation or applicable law, or (ii) with respect to any other proceeding initiated by Indemnitee that is either approved by the Board of Directors or Indemnitee's participation is required by applicable law. However, indemnification or advancement of expenses may be provided by the Company in specific cases if the Board of Directors determines it to be appropriate. (c) Unauthorized Settlements. Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee under this Agreement for any amounts paid in settlement of a proceeding effected without the Company's written consent. Neither the Company nor Indemnitee shall unreasonably withhold consent to any proposed settlement; *provided*, *however*, that the Company may in any event decline to consent to (or to otherwise admit or agree to any liability for indemnification hereunder in respect of) any proposed settlement if the Company is also a party in such proceeding and determines in good faith that such settlement is not in the best interests of the Company and its stockholders.

H. LIMITATIONS OF LIABILITY; BROKERS & REFERRALS

1. EXCEPT AS OTHERWISE PROVIDED IN SECTION H3 (EXCEPTIONS TO LIMITATION OF LIABILITY) BELOW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 03 (EXCEPTIONS TO LIMITATION OF LIABILITY) BELOW, IN NO EVENT WILL THE COMPANY'S (TOGETHER WITH ITS AFFILIATE'S) LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT,

Zoho Sign Document ID: 2C9A827B-HDAGETYQ4ZCA0WJEKNYPA8HMT5K4ON5ES_D_0_NTNUO

WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID TO THE COMPANY PURSUANT TO THIS AGREEMENT.

3. Exceptions to Limitation of Liability. The exclusions and limitations in Sections H1 and H2 above shall not apply to: (a) damages or other liabilities arising out of or relating to the Company's failure to comply with its confidentiality obligations under Section K.3 hereof; or (b) damages or other liabilities arising out of or relating to the Company's gross negligence or willful misconduct.

4. Brokers and Referrals. To the extent that any broker, agent, authorized referral partner, or other individual or entity was involved in Your engagement of the Company pursuant to this Agreement and the provision of Services (such Person, a "Referrer"), the You agree:

   a. You shall not make any legal claims or demands against any Referrer;

   b. the Referrer shall not be required to provide any professional, legal or tax advice with respect to the subject matter of this Agreement; and

   c. the Company may pay a referral fee to the Referrer in relation to their referral (which shall be documented separately as between the Company and the Referrer).

5. No Referrer. You represent and warrant that, other than any Referrer you have identified to the Company in C.1 above (pg.1), You have not been introduced or referred to the Company by any other Person or entity which could be considered a source of Company referrals.

I. TERM AND TERMINATION OF THIS AGREEMENT

1. Term of Agreement. This Agreement shall commence as of the Effective Date and shall continue thereafter unless sooner terminated pursuant to this Section I (the "Term").

2. Termination. This Agreement may be terminated, as follows:

   a. Mutual Agreement. This Agreement may be terminated immediately upon the express written agreement of each Party.

   b. No Cause (prior to commencement of Services). At any time prior to the Company's commencement of the Services, without cause, by the Client providing written notice to the Company (a "Non-Start Termination").

   c. No Cause (following commencement of Services). At any time during the Term, upon 60 days' written notice by the Client to legal@stentam.com, indicating the intended termination date, and the final quarter You authorize Us to prepare and file returns on Your behalf. In such a case, Your Retainer Deposit will be forfeited and will not be refunded; further, any quarterly 941-X actually filed with the IRS, or sent to the IRS for processing, will also accrue to Your Balance Due to Us.

   d. Non-Meritorious Claims. If, in the sole discretion of the Company, the Company determines that You have engaged in, or have appeared to engage in, activities that may be construed as fraudulent, illegal, criminal, conspiratorial, or otherwise, effective upon written notice to You.

   e. Disallowed Claims. In the event Your ERC Claim(s) are disallowed by the IRS, or We opt not to proceed with filing Your ERC Claim(s) any Retainer Deposit will be returned to You within five business days via ACH or Wire. Upon initiation of such refund, the Parties shall have no further obligations to each other, whatsoever. For the sake of clarity and avoidance of all doubt,

Zoho Sign Document ID: 2C9A827B-HDAGETYQ4ZCA0WJEKNYPA8HMT5K4ON5ES_D_0_NTNUO

You understand that Retainer Deposits are non-refundable excepting only the situation where Your ERC Claims are disallowed by the IRS.

f. Breach. Immediately upon written notice to You if You breach the Agreement (including by way of an Information Failure or failure to approve the Work Product within the Review Period) and such breach is incapable of cure or, with respect to a breach capable of cure, You do not cure such breach within five days after receipt of written notice of such breach.

g. Bankruptcy Event. Immediately upon written notice to You if You suffer a Bankruptcy Event.

3. Client Service Fee Return. The Client Service Fee is non-refundable and non-returnable, except for:

a. In the event of a Non-Start Termination, upon the Company's receipt of such notice, or upon a termination for an Information Failure, the Retainer Deposit shall be immediately forfeited and shall not be refundable to You under any circumstances, but the Client shall not be liable to pay the Contingency Fee.

b. In the event of the IRS disallowing any of Your Quarterly ERC claims as listed on Form 941-X, the Company shall return the Client Service Fee, up to the limit of what We have actually received from You as of the date the IRS disallows as such claim (the "Date of Disallowance") within five (5) business days via ACH or Wire. Upon initiation of such refund, the Parties shall have no further obligations related to the provision of Services under this Agreement.

4. Effect of Termination. In the event this Agreement is terminated for any reason:

a. other than as described in Section I3 (Client Service Fee Return) above, the Client Services Fee shall become immediately due and payable;

b. all Work Product already submitted to the IRS may continue to be adjudicated by the IRS and the Client acknowledges and agrees that the Company has no control over any Work Product once it has been filed with the IRS; and

c. the rights and obligations of the Parties set forth in Section K.3 (Confidentiality) and any right or obligation of the Parties under this Agreement which, by its nature, should survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement.

J. TAX YEARS; DELIVERY OF WORK PRODUCT; FINANCING; METHOD OF PAYMENT

1. Tax Years Included. This Agreement covers all tax years and quarterly filings for which ERC Claims are eligible. Should subsequent legislation or rulemaking add additional quarters to, or in any way renew, the Calendar Years 2020 and 2021 ERC program, this Agreement may, during the Term, and at the sole discretion of the Company, be applied to those additional quarters.

2. Work Product Delivery. We will deliver Your final Work Product upon full satisfaction of Your Retainer Deposit. Prior to or at this time, the Company will provide You a three-day (3-day) window to share the Work Product with You and explain Our calculations and Your resulting anticipated ERC refund. You will have the option to either approve or deny this Work Product; after Approval, we will deliver your requisite Forms to the IRS.

Upon Your receipt, if any, of Proceeds, Your Contingency Fee will be immediately due, and must be paid within fifteen (15) calendar days.

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3. Financing. If You have opted to finance all or a portion of the Client Service Fee, You shall inform the Company of such financing and provide Us with the name and contact information of the relevant financing party.

4. Timing and Method of Payment.

   a. First Priority. You hereby agree to deliver any unpaid portion of the Client Service Fee, in full, out of the first amount received from the IRS in relation to any payments pursuant to any ERC Claim.

   b. Invoices and Authorizations. You agree the Client Service Fee does not obligate Us to render an invoice or a statement. Notwithstanding the foregoing, We may, from time to time, send invoices seeking payment from Client in anticipation of Client's receipt of their refund from the IRS. If Client has not yet received their refund but the Company has issued an invoice to Client seeking payment, the Client shall provide an executed Form 8821 to Company to authorize Company to view certain limited IRS records to determine the status of any Services provided by Company on behalf of Client. **Should You revoke Form 8821 access, you agree to immediately notify Us in writing, and agree that the total ERC Fee(s) as agreed by and between the Parties shall become immediately due and payable.**

   c. Means of Delivery. The Parties agree all fees may be paid by Client to Company via the following means: (1) ACH Deposit, (2) Wire Deposit, (3) Check or other appropriate bank draft, or (4) Credit Card, with certain limitations. Policies and instructions related to method of payment ("Payment Instructions") will be provided to You upon execution of this Agreement; these instructions will be sent directly to You and are herein incorporated by reference.

K. MISCELLANEOUS

1. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated in the introduction to this Agreement, as may be changed by like notice.

2. Non-Disparagement. Neither Party (including their members, directors, employees, agents, or assigns) will disparage the other Party (or any Affiliate of the other Party, and its and their members, directors, employees, agents, or assigns) or otherwise take any action which could reasonably be expected to adversely affect the other Party's personal or professional reputation(s). For the sake of clarity, this includes social media (ex. Facebook, Twitter, Instagram, LinkedIn, Snap, TikTok, etc.), internet aggregators, internet or app-based "review" sites (ex. Yelp, Google, etc.) without limitation.

3. Confidentiality, Non-disclosure. Other than as expressly permitted by this Agreement, the Parties shall use all Confidential Information only for the purposes of performing their respective obligations under this Agreement, and each Party shall not disclose and shall keep confidential all Confidential Information (which shall include, for the avoidance of doubt, all private accounting records of Client and its employees, and all proprietary processes and software code of Company), provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are

Zoho Sign Document ID: 2C9A827B-HDAGETYQ4ZCA0WJEKNYPA8HMT5K4ON5ES_D_0_NTNUO

themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section, or to the IRS. If Client has a Client Representative (such as a PEO or CPA) in control of Client's Confidential Information then, by executing this Agreement, Client expressly grants permission to Company to view, discuss, and otherwise share Confidential Information of Client with such Client Representative, as needed. Nothing in this Agreement shall prevent either Party from using any general methodologies or know-how contained in the unaided memory of such Party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any intellectual property rights of the other Party or any of its Affiliates.

4. Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, provided, that, upon prior written notice to the Client, the Company may assign the Agreement to an Affiliate of the Company or to a successor of all or substantially all of the assets of the Company through merger, reorganization, consolidation, or acquisition. Notwithstanding the foregoing, Company may assign all or a portion of the Client Service Fee owing to Us for the Services and the Work Product due under this Agreement to any third party by providing written notice to Client, and Client shall execute an acknowledgement of such assignment, or other commercially reasonable document, affirming the amounts owed as required by any collections account, financial institution, or investor of Company. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

6. Amendment. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8. Incorporation; Construction. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Schedules to the Sections of, and Schedules attached to, this Agreement; (y) to an

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agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

9. Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, the provisions of the Agreement shall prevail.

10. Force Majeure. No Party shall be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control.

11. Reasonable Assistance. Each Party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Each Party will cooperate fully with the other and their counsel with respect to any matter (including litigation, investigations, governmental proceedings, and audits) which relates to matters with which either Party was involved during the Term. The Parties shall render such cooperation in a timely manner and upon reasonable notice from the requesting Party.

12. Relationship. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever other than as expressly provided in this Agreement.

13. Attorneys' Fees. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing Party.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Arizona.

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L. DEFINITIONS. Unless otherwise defined herein, the following terms shall have the following meanings:

"Affiliate" of a Person or entity means any other Person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, and as specifically defined in 26 U.S. Code Section 1563.

"Bankruptcy Event" means, with respect to any Person or entity: (i) the insolvency, or an admission of any inability to pay its debts generally as they become due; (ii) becoming subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten business days or is not dismissed or vacated within 30 business days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business, (vi) a debtor in any judicial proceeding, a debtor-in-possession, a debtor party in any domestic or foreign bankruptcy proceeding, or (vii) any strategic or planned petitions for debtor restructuring or as a debtor party in any aforementioned proceeding.

"CARES Act" means The Coronavirus Aid, Relief & Economic Security Act (CARES), Pub L. No. 116-136, 134 Stat. 218 (March 27, 2020), as amended, modified, and supplemented by The Taxpayer Certainty & Disaster Tax Relief Act of 2020 (Relief Act), enacted as Division EE of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182 (December 27, 2020); by the American Rescue Plan Act of 2021, Pub. L. No. 117-2, 135 Stat. 4 (March 11, 2021); and by the Infrastructure Investment and Jobs Act of 2021, Pub. L. No. 117-58, 135 Stat. 429 (November 15, 2021), all as may be amended, supplemented or replaced from time to time.

"Client Representatives" means Your employees, directors, members, agents, accountants, payroll providers, vendors, attorneys, or other representatives.

"Client Service Fee" or "Fee" means the sum of the Retainer Deposit plus the Contingency Fee.

"Contingency Fee" means a set percentage of the amount of total credit refunds expected to be issued (as reasonably determined by the Company) by the IRS to the Client pursuant to all ERC Claims, less the Retainer Deposit.

"Company Representative" means such representative(s) of the Company assigned to the Client in relation to the Company's provision of the Services pursuant to this Agreement.

"Confidential Information" means all non-public, confidential or proprietary information of either party including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential", except for information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior

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to the Disclosing Party's disclosure hereunder; (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

"ERC Claim" means a claim for the Employee Retention Credit pursuant to federal law (i.e. CARES Act et al.) which is a non-refundable and refundable federal payroll tax credit or tax refund for tax years 2020 or 2021, or both, together with all amounts, fees, charges, interest, and other amounts relating to, arising under or in connection with such claims or credits, regardless of how claim or credit is evidenced or made.

"Information Failure" means Your failure, in the sole discretion of the Company, to provide Us with the necessary Client Data and/or the appropriate permissions and authority to perform the Services under this Agreement.

"IRS" means the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

"Person" means mean any individual person as well as natural and legal entities.

"PEO" means a Professional Employer Organization, or a company that enters into a joint employment relationship with You vis-à-vis Your employees in order to lease employees back to You, therefore sharing employment-related responsibilities and liabilities with You.

"Proceeds" means (i) the actual or constructive receipt of a refund related to Your ERC Claim(s) or (ii) an advance of, and/or the actual receipt of, funding, pursuant to a third-party financing arrangement to fund the Services and/or the submission of IRS Form(s) 941-X to submit ERC Claim(s).

"Retainer Deposit" means the non-refundable sum payable by the Client to the Company upon the execution of this Agreement.

"Services" means the services performed by the Company pursuant to this Agreement which may include, without limitation, the Company's provision of all or any of the following services to produce Work Product for the benefit of the Client:

I. the preparation of a qualification document that enables Client to self-validate eligibility to make an ERC Claim;

II. processing Client payroll data, including wage information, to compute and calculate wage attribution, as defined in the IRS Code at § 3121(a), and to calculate other forms of compensation as additionally defined at § 3231(e), and wages as otherwise defined and required by statute or regulation (collectively, "Qualified Wages");

III. to the extent required, assist Client with gathering applicable information (i.e., payroll data, paid time off, healthcare costs, gross receipts data, etc.) to provide estimates and calculate ERC credits related to such Qualified Wages; and

IV. the preparation and filing of the necessary amended IRS Form 941-X tax returns, per each quarter the Client is eligible during the Term, accomplished through a physical mailing to the IRS for processing.

"Term" means the term of this Agreement, as further described in Section I (Term and Termination).

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"Work Product" means any and all filings, reports, calculations, schedules, forms and/or documents prepared by the Company pursuant to the terms of this Agreement.

[Signature page follows.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Client:

Company Name: Gregg Veterinary Hospital LLC

By: Darin Grantham

Name: Darin Grantham

Title: CPA

Jun 09 2023 13:09 MST

Company:

STENSON TAMMADON LLC

By: Ryan Rowland

Name: Ryan Rowland

Title: SVP

Jun 09 2023 13:12 MST