Jorns & Associates

Jorns & Associates LLC
30 North Gould Street, Sheridan, WY 82801
Tel: (877) 465-6767

ENGAGEMENT LETTER
EMPLOYEE RETENTION TAX CREDITS

Legal Business Name ("Client"): On Q Financial, LLC

DBA (If Applicable):
Date: 06 / 27 / 2023

This letter confirms and sets forth the terms and conditions of the engagement between Jorns & Associates, LLC ("Jorns") and Client, including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below, this letter will constitute an agreement between Jorns and the Client.

1. Scope of Services

Jorns will, on behalf of Client, perform the following services (the "Services"):

a. Provide a qualification document that enables client to self-validate eligibility for the Employee Retention Tax Credits ("ERTC")

b. Calculate wage attribution, as defined in section 3121(a) of the Internal Revenue Code ("Code") and compensation as defined in section 3231(e) of the Code and as otherwise required by statute or regulation (collectively "Qualified Wages").

c. Create attribution schedules detailing wage allocation to PPP loan forgiveness and wage allocation to ERTC; and

d. Prepare and file on Client's behalf amended 941-X quarterly returns for Client, together with other document(s) needed to claim the ERTC for calendar years **2020** and **2021**, with the Internal RevenueService ("IRS"). If client utilizes a PEO or CPEO, or client wishes to utilize their own payroll provider to file, Jorns will prepare all calculations and documents to assist the 3rd party with the filing process.

e. If Client is audited by the IRS and information regarding Client's ERTC is needed, Jorns agrees that it will assist Client by providing the reports and other records utilized by Jorns in calculating Client's ERTC and will make itself reasonably available to address Client questions concerning such calculations and records; provided, however, Jorns shall not be obligated to: (i) take any actions other than those specifically stated; (ii) incur any additional costs; (iii) perform any research or examine Client's records with any degree of particularity; (iv) represent Client before the IRS; or, (v) engage on any matter outside the scope of the Services.

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2. Client Responsibilities

Client shall provide Jorns the following ("Client Supplied Data"):

a. Payroll reports exported from Client's payroll provider (In CSV Format) from January 2019 through December 31, 2020. Broken down per employee by each Quarter.

b. Payroll data for 2021 broken down per employee by each Quarter in CSV Format.

c. Client Quarterly 941 tax filings

d. Complete the client questionnaire, P&L reports, revenue calculation spreadsheet, provide PPP Loan Information if received. (Show Covered Period)

e. If Jorns requests to intercede on the client's behalf to monitor the ERTC process with the IRS, client agrees to submit a signed IRS form 8821 (Designating Release of Tax Information) to Jorns, allowing Jorns to monitor the ERTC process on behalf of client. Client also agrees to submit a signed IRS form 2848 (Power of Attorney and Declaration ofRepresentative) to Jorns, authorizing Jorns to contact the IRS on behalf of the client to remedy any payment issue or delays.

f. Client agrees that Jorns will be relying on Client Supplied Data to provide the Services, and as a result, all Client Supplied Data must be true, correct and complete in all respects.

3. Paid Preparer

Jorns shall be considered and will be listed as a Federal Tax Return Preparer ("Paid Preparer") for the amended 941 filings and will, accordingly, have limited representation rights before the IRS on behalf of the client. Accordingly, Jorns has and will maintain a valid PTIN with the IRS, which will be included in the Paid Preparer section on the amended 941-X. Jorns relies on Client answers and attestations in the Client Questionnaire with regard to eligibility for ERC credits.

Jorns may, at its sole and unilateral option, cost, and expense, subcontract preparation and filing ofthe 941-X to a CPA, enrolled agent, or other paid preparer authorized to conduct business before the IRS.

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4. Guarantee & Warranty

a. Jorns warrants that the Services shall be performed with reasonable care in a diligent and competent manner. Jorns' sole obligation shall be to correct any non-conformance with this warranty. Jorns does not warrant and is not responsible for any Services to the extent that the Services incorporate work performed substantially by Client or to the extent that the Services involve work that has not been completed and reviewed by Jorns.

b. All work shall be in a form and format acceptable to the IRS. In the event the returns are rejected because of errors or defects in the application (not caused by incorrect Client Supplied Data), correction services and resubmissionof the application shall be provided by Jorns without additional charge to Client.

c. In the event Client is assessed a penalty by the IRS as a result of a negligent misc alculation by Jorns, Jorns will reimburse Client for such interest and penalty. In the event Client is assessed a penalty by the IRS through no fault of the Client, Jorns will reimburse a proportionate amount of such interest and penalty to Client. Provided, however, any reimbursement provided above shall not exceed the total fees paid to Jorns under this agreement for a time period equal to 5 years from the date of the ERTC filing. In addition, the amount of Jorns's contingent fee shall be reduced in proportion to the amount of any reduction in the ERTC, and Jorns shall return any such portion of its contingency fee to Client.

d. THIS SECTION 4 IS THE ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. JORNS DOES NOT GUARANTEE ANY REFUND AMOUNT, AND NO UNCONDITIONAL GUARANTEES OF REFUNDS HAVE BEEN BY JORNS TO CLIENT MADE WHATSOEVER.

5. Payment Terms

a. Upon execution hereof, Client shall pay to Jorns the amount of $2,600 ("Prepayment Amount") per entity. If Client decides not to file for its ERTC, Jorns will return such Prepayment Amount within 30 days of receiving notice thereof from Client. If the Client ultimately receives an ERTC, the Contingent Fee set forth below shall be reduced by the Prepayment Amount.

b. Other than as specifically set forth herein, Client understands that the fees to be paid hereunder will be contingent, or in other words, if no ERTC is received, no fee will be owed to Jorns for the representation that is the subject of this agreement. If

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a ERTC is issued or a tax bill is reduced, the contingent fee you shall pay to Jorns is EIGHTEEN PERCENT (18%) of any such refund or reduction.

Payment Link: https://www.jornscpa.com/pay/ertc

Client hereby irrevocably agrees that it will not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid or bypass compensation owed to Jorns for services provided under this Agreement.

6. Default Remedies – Nonpayment by Client

a. Thirty (30) days after the issuance of a refund check by the IRS, should Client have not paid Jorns the contingency fee in Section 5 above, Client hereby authorizes any attorney-at-law to appear in any court of record in the State of Wyoming or United StatesDistrict Court for the District of Wyoming, or any other state or federal court in the United States, on default of the payment due under this agreement, and waive the issuance and service of process and confess judgment against Client in favor of Jorns for the amount of the balance owed, together with costs of suit and reasonable attorney fees, and to release all errorsand waive all right of appeal.

b. Client agrees to interest on delinquent balances (those more than 30 days past due) at a rate of 1.5% per month (18% per annum). Client agrees to pay all court costs and attorney fees related to collection of balances owed hereunder.

7. Venue and Choice of Law

This agreement shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to principles of conflict of laws. Any lawsuit arising from or relating this agreement shall be brought in the United States District Court for the District of Wyoming or Sheridan County 4th Judicial Circuit Court. The parties waive any objections they may have to personal jurisdiction, venue, or forum non conveniens for any matter brought relating to this agreement.

8. Severability

If any clauses or provisions herein contained operate or would prospectively operate to invalidatethis agreement, in whole or in part, then such clauses and provisions only shall be held for naught,as though not herein contained, and the remainder of this agreement shall remain operative and infull force and effect.

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9. Disclaimer

Client understands and agrees:

a. that neither Jorns nor any of its owners, officers, managers, employees, agents, associates, and affiliates (collectively "JORNS") are attorneys;

b. that JORNS has not provided and will not provide to Client legal advice or opinions of any nature;

c. that Client has been encouraged to obtain such legal advice and opinion from an attorney or attorneys of Client's choice;

d. that Client has either obtained such advice and/or opinion as part of Client's due diligence or has decided independently not to do so;

e. the Services will not include verification or constitute a formal review or audit in accordance with any applicable accounting standards;

f. that Client is not relying on any statement made to Client by JORNS regarding whether Client will qualify for an ERTC or the amount of any such ERTC;

e. that it is not the responsibility of Jorns to perform any other accounting services other than those specifically set forth herein.

f. that Jorns' engagement shall not constitute an audit, examination, review of any kind, compilation or compilation of agreed-upon procedures as defined by the AICPA, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body. The management of the Client is responsible for any and all financial information prepared during the course of this engagement. Accordingly, as part of this engagement, Jorns will not express an opinion or other form of assurance on the financial statements or financial components of the Client; and,

g. that while Jorns is informed and believes that the ERTC is a valid and viable program offered by the Internal Revenue Service ("IRS") (see https://www.irs.gov/coronavirus/employee-retention-credit), Jorns makes no representations or warranties regarding:

i. whether any person entity for whom Jorns prepares and/or submits an application for ERTC will ultimately qualify for such credit,

ii. whether the IRS will or will not audit Client with respect to Client's application for ERTC, and

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iii. whether, if audited, the IRS will or will not disallow all or part of the Client's ERTC (including possibly assessing interest and penalties on any disallowed amount ("IRS Assessment")). Client specifically and expressly waives any claim, demand or liability as against Jorns (and each of its owners, officers, managers, employees, agents, associates, and affiliates) regarding any IRS Assessment (exceptas set forth in Section 4(c) above, which shall be strictly construed).

10. Acceptance

IN WITNESS WHEREOF, this engagement letter has been ACCEPTED and AGREED as dated below:

Deposit Amount: $ 2,600

Timothy Garrett

By:

Timothy Garrett

Name:

06 / 27 / 2023

Date:

By: Justin Jorns, CEO

The Payment Page to remit the refundable deposit will open up completion of this Engagement Letter.

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Dropbox Sign

Audit trail

Title	JA Engagement_Timothy Garrett
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