

**ADDENDUM TO CLIENT SERVICE AGREEMENT
SPECIFICALLY RELATED TO THE
EMPLOYEE RETENTION CREDIT (“ERC”)**

The Parties hereby agree to the following Addendum to that certain Client Service Agreement dated _____ (“Agreement”) by and between Impact and Client. This Addendum does not change or alter any terms of the Agreement, but adds additional terms and conditions to the Agreement, and specifically adds language to the Indemnification provisions of the Agreement as found in Section XI. In consideration for Impact agreeing to submit applicable and appropriate documentation to the Internal Revenue Service (“IRS”) on Client’s behalf related to the ERC, the Parties agree to add the following language to the existing Indemnification provisions in the Agreement:

Indemnification specifically related to the ERC. Client has requested that Impact submit such documentation and information as are required for Client to receive the benefit of the ERC, which is available under Section 3134 of the Internal Revenue Code, enacted by Section 9651 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) of 2020, Pub. L. No. 116-136 (March 27, 2020) as extended by the Relief Act of 2021, both of which provide for an employee retention credit (the “ERC”) for applicable qualified wages paid by Client. Impact shall apply for the ERC on Client’s behalf and remit to Client any funds received from the IRS related to Client’s entitlement to recover ERC funds. In doing so, Client acknowledges that Impact is completely relying on Client’s calculation of the amount of any ERC to which Client is entitled. Impact has undertaken no independent analysis to calculate the amount of credit owed to Client under the ERC. As such, Client shall indemnify and hold Impact harmless in the event that the ERC paid to Client is deemed improper or excessive by the IRS. Client shall be fully responsible to remit or return the amount of any credit remitted to Client under the ERC to the extent that the IRS demands or otherwise requests that Impact pay the same to the IRS, including any interest and/or penalties assessed by the IRS to Impact based on Client’s ERC. In addition, Client shall immediately pay to Impact reimbursement for any reasonable costs and expenses that Impact incurs in responding to any request for documentation or verification that is related to Client’s ERC. Client understands and agrees that Impact shall fully comply with any audit or request for documentation or verification that is submitted to Impact from the IRS related to Client’s ERC, and Client expressly requests that Impact so comply with any audit or document request from the IRS related to Client’s ERC.

IMPACT OUTSOURCING SOLUTIONS:

CLIENT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____