



## CLIENT SERVICES AGREEMENT

This Client Services Agreement (the "Agreement") is dated as of August 9, 2021 (the "Effective Date") between Synergi Partners Inc., a South Carolina corporation ("Synergi"), and North Valley Military Institute College Preparatory Academy, a California not-for-profit corporation ("Client"). Client and Synergi are each individually referred to herein as a "Party" and collectively as the "Parties."

**SCOPE OF ENGAGEMENT; SERVICES.** Client hereby engages Synergi to perform the following services (the "Services"), and Synergi agrees to use commercially reasonable efforts to perform the Services, pursuant to the terms of this Agreement.

1. Identify and determine eligibility for any Employee Retention Tax Credits ("ERTC") provided for in the Coronavirus Aid Relief and Economic Stimulus Act ("CARES Act") or any other COVID-19-related legislation which may be available to Client (collectively the "Credits")
2. Gather applicable Client Data (i.e payroll data, employer healthcare costs, etc.) from Client to calculate Credits;
3. Calculate Credits for Client;
4. Prepare and deliver a Tax Credit Package to Client that includes an eligibility analysis, applicable supporting schedules, and a calculation of Credits based on applicable law (the "Tax Credit Package"); and
5. Provide internal, external and IRS audit support (as required).

Notwithstanding the foregoing, should any other COVID-19 related credits or incentives become available to Client during the Term of this Agreement, Synergi shall have the right to perform those services pursuant to this Agreement unless Client indicates otherwise in writing.

**TERM.** The term of this Agreement is ONE year from the Effective Date (the "Term"). Audit Support (defined below) shall survive the term of this agreement.

**TERMINATION.** Either Party may terminate this Agreement for convenience prior to the expiration of the Term by providing written notice. Termination shall occur fifteen (15) business days after the written notice is served. Upon termination of this Agreement, Client shall be obligated to immediately pay all open invoices for Services rendered as of the date of termination and will pay future invoices for any work in progress upon receipt of an invoice for such Services.

**FEES.** Upon the receipt of the Tax Credit Package, Client has the obligation to pay Synergi a 15 (fifteen) % contingency fee in accordance with the terms of this Agreement based on the amount of Credits calculated for Client and reflected in the Tax Credit Package and received by the Client from the federal government (the "Fee").

**INVOICES.** Client agrees to pay the Fee associated with each Tax Credit Package in five payments as follows: (1) Client agrees to pay 10 percent (10%) of the Fee upon delivery of the Tax Credit Package to Client; (2) Client agrees to pay 10 percent (10%) of the Fee 30 days after delivery of the Tax Credit Package to Client; (3) Client agrees to pay 10 percent (10%) of the Fee 60 days after delivery of the Tax Credit Package to Client; (4) Client agrees to pay 10 percent (10%) of the Fee 90 days after delivery of the Tax Credit Package to Client; (5) Client agrees to pay the remaining sixty percent (60%) of the Fee thirty (30) days after successful processing of the Tax Credit Package, acceptance by the taxing authority, and receipt of the funds by the Client. Payments not received within sixty (60) days of due dates listed above will bear interest at the rate of 1.5% per month. The Fees do not include applicable taxes and are in US dollars. This section shall survive the Term of the Agreement.

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**REFUND; AUDIT NOTICE.** Synergi will refund any portion of the Fee attributable to Credits subsequently disallowed by the appropriate taxing authority, provided, however, Synergi is given reasonable notice of any audit, challenge to the Credits, or other proceeding for review of the Credits and the opportunity to provide support regarding the Client's eligibility for, the validity of and/or amount of the Credits claimed by Client.

**ACCESS; CONFIDENTIALITY.** For the Term of this Agreement, Client grants Synergi reasonable limited access to any information and data necessary to perform the Services (the "Client Data"). **Confidential Information** means a disclosing Party's non-public written information, in any form, and all copies, summaries and extracts, which are identified as confidential at the time of disclosure, and specifically includes Client Data. Confidential Information does not include information that: (i) is or becomes generally publicly available at the time of disclosure or subsequently through no fault of recipient Party; (ii) was known to recipient Party, free of any confidentiality obligations, before its disclosure by disclosing Party; (iii) becomes known to recipient Party, free of any confidentiality obligations, from a source other than disclosing Party; or (iv) is independently developed by recipient Party without use of the Confidential Information. A recipient Party that receives Confidential Information from a disclosing Party will: (i) use Confidential Information only as necessary to perform its obligations under this Agreement, (ii) handle Confidential Information with the same level of care that it holds its own Confidential Information (but in any event with no less than a reasonable level of care), (iii) disclose Confidential Information to only those third parties (accountants, tax advisors, etc.) who provide services to the Recipient and have previously agreed in writing to protect the Confidential Information to the same extent as required in this Agreement, and (iv) either promptly deliver or promptly destroy (and certify the destruction to the disclosing Party) all of the disclosing Party's Confidential Information and copies in the recipient Party's possession at the disclosing Party's request or at the expiration or termination of this Agreement (except Synergi may maintain all Confidential Information that may be reasonably needed in the event of an audit). Except as may be required by court order or law, a recipient Party's obligations regarding Confidential Information will remain in full force and effect.

**INDEMNIFICATION BY CLIENT AND SYNERGI.** Client agrees to indemnify, defend and hold harmless Synergi, including its directors, officers, employees, and agents from and against all losses, suits, claims, damages (consequential or otherwise), demands, causes of action, liabilities, fines, penalties, costs or expenses of whatever kind or nature arising from errors or omissions in the information Client provides to Synergi. Synergi agrees to indemnify, defend and hold harmless Client, including its directors, officers, employees, and agents from and against all losses, suits, claims, damages (consequential or otherwise), demands, causes of action, liabilities, fines, penalties, costs or expenses of whatever kind or nature arising from an allegation that the Services infringe the copyright or patent of a third party or from Synergi's intentional misconduct. Notwithstanding the foregoing, a Party's maximum amounts owed for indemnification under this Agreement shall not exceed the amount of the Fees actually paid by Client under this Agreement.

**LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL DAMAGES (EXCLUDING REFUNDS AS DESCRIBED ABOVE), INCLUDING ANY LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR SPECIAL DAMAGES, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF HOW CAUSED OR THE THEORY OF LIABILITY PURSUED. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING AND WITH THE EXCEPTION OF FEES DUE UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS IN EXCESS OF THE FEES ACTUALLY PAID UNDER THIS AGREEMENT.

**NOTICES.** Any notice required hereunder shall be deemed to have been given upon delivery or deposit with a nationally recognized courier or sent by registered or certified U.S. mail, return receipt requested, postage prepaid, to the other Party at the address set forth at the end of this Agreement.

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**AMENDMENT.** This Agreement may be amended in a writing signed by both Parties.

**GOVERNING LAW.** This Agreement constitutes the entire understanding between the Parties regarding the Services and shall be governed and construed in accordance with the laws of South Carolina.

**MISCELLANEOUS.** Synergi DOES NOT provide tax advice, tax filings, or CPA services. Synergi is not a tax preparer or accountant and therefore explicitly disclaims any and all responsibility for preparation of a Client's federal and state tax returns. Synergi will not render or be required to render any service that could be interpreted as the practice of accounting.

By their signatures below, the Parties enter this Agreement as of the Effective Date.

**SYNERGI PARTNERS, INC.**

Signature

James A. Brown, Jr.

Print Name

CEO / President

Title

Contact Information:

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: P.O. Box 5599  
Florence, SC 29502

Signature

Dr. Mark P. Ryan, Superintendent

Print Name

Email: [mryan@novamil.org](mailto:mryan@novamil.org) Phone: 818-368-1557

Billing Contact Information:

Billing Contact Name: Dr. Sonali Tucker  
Billing Email: [stucker@novamil.org](mailto:stucker@novamil.org)

Billing Phone: 818-368-1557  
12105 Allegheny Street

Billing Address: \_\_\_\_\_  
Sun Valley, CA 91352