

\_\_\_\_\_, 2021

Client Individual Name:  
 Client Business Name:  
 Client Business Address:  
 Client City, State and Zip:  
 Client Email Address:  
 Client Telephone:  
 PPP Lending Institution:  
 Amount of Loan and Loan Funding Date:

Dear Client:

Armanino LLP ("**Armanino**," "**we**" or "**us**") is pleased to provide the services described below (collectively, the "**Services**") to the above-named Client ("**Client**" or "**you**"). The Services are subject to the terms and conditions of this engagement letter and the Terms & Conditions for Professional Services, located at <http://www.armaninollp.com/professionalservices> (together, this "**Agreement**").

## SCOPE OF WORK

The Services for this engagement shall include Paycheck Protection Program ("**PPP**") First Draw Loan Forgiveness Assistance Services related to assisting Client with forgiveness calculator data entry, expense documentation support and completion of application for forgiveness of portions of a First Draw loan received by Client under the PPP ("**Forgiveness Application Consulting Services**").

A more detailed description of the Services and the accompanying responsibilities of Armanino and Client are set forth in **Exhibit A**.

## FEES

Our professional fees for the Services will be fixed prices in the following amounts based on the PPP First Draw Loan amount received by Client ("**Fee**") (Check appropriate box in line 1 and line 2 if Enhanced Service is selected). Payment is due in advance and upon execution of this agreement:

	First Draw Loans up to \$350K	First Draw Loans from \$350K-\$2M	First Draw Loans over \$2M
<b>Basic Service (Required):</b> Preparation and Submission of Your PPP First Draw Forgiveness Application	\$3,500 <input type="radio"/>	\$7,500 <input type="radio"/>	\$10,500 <input type="radio"/>
<b>Optional Enhanced Service:</b> Guidance and Review of Your Form 3509 Necessity Questionnaire  <b>Form 3509 Due Date ("N/A" if unknown):</b> _____	N/A	N/A	\$5,775* <input type="radio"/>

\* Subject to a 50% premium charge to \$8,662 if Form 3509 is due to borrower's lender in less than ten (10) business days from Armanino's receipt of this signed engagement letter.

Any requested additional Premium Services not listed above, and not specifically related to the SBA PPP First Draw loan process, will be performed on a time and material basis at a rate of \$320 per hour.

### **Project Change Requests**

If you request that we provide services beyond those outlined in this Agreement, we may provide you with a Project Change Request outlining the scope of additional work, our fees, and anticipated timeline for those services. Although we strive to meet your needs, we reserve the right to decline a request for additional services that is outside the scope of services we provide, or our expertise, or for any other reason. Any such requests will be considered addenda to this Agreement. Additional retainer deposits may be required for such work, and additional/alternate staff may be assigned to you where appropriate as this engagement progresses.

### **CONCLUSION**

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the terms applicable to the Services. If you have any questions, please let us know. If you agree with the terms of this Agreement, please sign and return it to us.

Sincerely,



John Schweisberger  
Partner  
Armanino LLP

**THIS AGREEMENT, INCLUDING THE TERMS & CONDITIONS FOR PROFESSIONAL SERVICES AVAILABLE AT <http://www.armaninolp.com/professionalservices>, IS HEREBY APPROVED AND ACCEPTED:**

**Name of Client:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

## EXHIBIT A

### DETAILED SCOPE OF WORK

#### **Forgiveness Application Consulting Services:**

##### **Basic Service:**

Serve as consultant to Client relating to PPP First Draw loan forgiveness application preparation and submission:

1. Up to one-half hour of advisory support by telephone related to best practices counsel and possible strategies for the forgiveness process.
2. Receive and input Client payroll and expense data into Armanino's proprietary PPP loan forgiveness calculator:
  - a. Documentation of full-time equivalent employees during covered period
  - b. Documentation of covered payroll costs, mortgage interest payments, other debt interest payments, rent payments, utilities expenses, covered operations expenses, covered supplier costs and covered worker protection expenses
3. Prepare forgiveness calculation analysis and review with Client
4. Complete lender's forgiveness application request and route to Client for electronic signature
5. Submit application and supporting documentation to lender for forgiveness review and decision
6. Support client in discussions with bank lending officer regarding uses of funds and forgiveness as needed
7. Final deliverable is a completed Forgiveness Compliance Calculator for the selected covered period and a completed package of supporting documentation.

##### **Optional Enhanced Service:**

In addition to the Required Service, the Optional Enhanced Service includes:

1. Review business situation at the time of your PPP First Draw loan application
2. Provide suggested format for Certification of Necessity Memo to accompany Form 3509
3. Review and assess the Client-prepared Certification of Necessity narrative, offer guidance to strengthen the document and supporting exhibits
4. Advise on key elements to include or exclude from Form 3509 and narrative to support PPP Loan Eligibility and to anticipate SBA questions and interpretations
5. Review Form 3509 data for completeness

##### **Premium Services:**

1. Assessment of tax implications of the federal CARES Act to Client's business
2. Assess your cash needs through the end of the year or beyond using a custom developed and re-usable cash forecasting model
3. Assess your eligibility for a PPP Second Draw loan

### RESPONSIBILITIES

Work is to be conducted remotely from Armanino offices or other off-site locations. Armanino will act as a consultant but will not serve as your "authorized representative" or "Agent" through the loan process. You will be responsible for signing your application and all required certifications, as well as interacting directly with the lender, SBA, or other third party after your forgiveness application is filed.

Armanino is not responsible for, and will not verify, the information you provide under this Agreement. We will assume all information provided by you is accurate and will not be responsible for any material misstatements. You acknowledge and understand that knowingly making a false statement to get loan forgiveness under this program is punishable by law.

You understand and agree that we will gather information provided by you without audit or confirmation in providing the Services, will use such information to assist you in determining whether and how you may be able to receive PPP loan forgiveness and/or in assisting to calculate data and answer questions in your PPP application, depending on the scope of the Services hereunder. You affirm that any documents you provide to Armanino in relation to the Services shall be true, accurate and identical copies of those you submitted to the IRS or other governmental authorities. You acknowledge that the SBA and potential lenders will make their own determinations and calculations regarding your eligibility for forgiveness of the PPP loan and no outcomes can be promised, assured or guaranteed by Armanino. Armanino makes no guarantee regarding the outcome of your forgiveness application and shall have no liability if the forgiveness is not granted (partially or fully) for any reason.

A successful working relationship requires a significant commitment on our part, as well as yours. You are responsible to be available during our ongoing work with you, provide timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our Services.

You understand and acknowledge that we will not provide you with any investment or legal advice in connection with the Services.

You acknowledge and agree that your management has the following overall responsibilities that are fundamental to our undertaking all Services:

1. The prevention and detection of fraud
2. To ensure your compliance with the laws and regulations applicable to you
3. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us related to the Services
4. To provide us with unrestricted access to persons within Client with whom we determine it necessary to communicate
5. The safekeeping of all your business assets