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# General Business Terms - Hiring Incentives

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- A. **Services.** It is understood and agreed that Growth Management Group, LLC (hereinafter referred to as “GMG”) Services frequently include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of the Client. In connection with its Services, GMG shall be entitled to rely on all representations, decisions, and approvals of Client and its representatives and agents. Client understands and acknowledges that neither GMG nor its employees, agents or representatives are providing legal Services in connection with this Agreement. GMG will perform the following Services related to the administration of Client approved Hiring Incentive Programs (hereinafter referred to as “HIP”) including but not limited to; The Work Opportunity Tax Credit (WOTC), as well as other HIP. Client agrees to neither pursue nor administer the HIP programs on its own nor contract with another vendor for such HIP program Services provided by GMG on the Client’s behalf or for which it has provided GMG approval to pursue. GMG agrees that the Services provided under this Agreement will be provided in compliance with laws and regulations applicable to such Services, and will not infringe trademarks, patents or other intellectual property rights of other parties.
- B. **Payment of Invoices.** GMG invoices are payable and due upon receipt. Without limiting its rights or remedies, GMG shall have the right to terminate its Services and / or withhold the “product deliverable” until payment is received on all invoices. Should invoices not be paid within ten (10) days from the date of said invoice, GMG will charge an additional 1 1/2% of such outstanding invoice for each third day period that elapses once payment is due; this is limited to 18% per annum. The Client shall be liable to GMG for all costs and expenses of collection, including reasonable attorney and paralegal fees, and court costs. GMG’s non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude GMG from the future exercise of such rights or remedies. If a third party is accepting the Agreement as agent for the Client, such third party represents and warrants to GMG that it is duly authorized to bind the Client to the terms of the Agreement and guarantees payment for Services.
- C. **Reliance; Assignment.** GMG’s Services to perform HIP: Other than Client, Client’s CPA and any governmental entities, no other person or entity may rely on the report without the express written consent of GMG. Except as described above, the Client shall not assign the Agreement, any report or any related work product, without the prior written consent of GMG. Any unauthorized reuse or redistribution of GMG’s work product or reports shall be at the Client and recipient’s sole risk, without liability to GMG.
- D. **Documents.** All reports, employee information, wage requests and other documents, data or information prepared by or on behalf of GMG in connection with the performance of its Services (collectively, “Documents”), shall remain the sole property of GMG except that the reports produced as part of the Services shall become the property of the Client. All Documents prepared by GMG for the Client with respect to any HIP shall be used solely for the intended purposes described in the Agreement, and solely with the respect to the HIPs.
- E. **Indemnification.** Client agrees to and does hereby indemnify, save and hold harmless GMG, its officers, and directors,, employees, agents, partners, and successors; and assigns from and against any and all claims, liabilities, injuries, damages, lawsuits, costs or expenses (including attorney’s fees), of whatever kind and nature, arising out of or in connection with any false or materially inaccurate representations or documents provided by Client or its officers, directors, employees or agents. GMG will use its best judgement in applying tax, accounting, or other rules applicable to Services. In the event that there are conflicting, reasonable interpretations of the rules, GMG will advise Client and/or Client’s CPA of potential strategies. Should Client elect strategies contrary to GMG’s recommendations that result in additional taxes,

penalties, fines, interest or any other damages GMG will assume no responsibility for such costs.

- F. **Miscellaneous.** GMG is an independent contractor of the Client, and not the Client's agent. In the event that a dispute arises at any time between GMG and Client that cannot be resolved through discussion, Client agrees to submit to binding arbitration under the commercial arbitration rules of the American Arbitration Association. Neither Client nor GMG may claim or receive any amount defined as punitive, exemplary, or consequential damages. The arbitrator shall award the winning party in the dispute its reasonable costs, expenses, and attorney fees. The decision of the arbitrator shall be binding on both GMG and Client. However, if a claim has been made or is anticipated to be made by a third party relating to these Services, and that third party doesn't agree to arbitration, GMG or Client can elect not to arbitrate so that all claims may be decided in one forum. GMG's maximum liability from any disputed matter or legal action is limited or in the absence of GMG's negligence or willful misconduct, to the fee that is received from this Agreement with Client plus interest computed at 1 1/2% per month on the unpaid balance.
- G. **Client Representation.** All Client-supplied information is to Client's best knowledge and belief, correct and complete. GMG will not audit or otherwise verify the information provided by Client or third parties. This Agreement cannot be relied upon to disclose errors and irregularities, including fraud or misappropriation of assets that may exist. However, GMG will inform the Client of irregularities that come to its attention, unless they are inconsequential.
- H. **Confidentiality.** GMG shall not disclose information regarding the Agreement, the Services or any Documents, and any information provided by Client except to the Client, third parties designated by the Client, third parties or agencies as required to fulfill the Services or as required by law. Provided, however, that in the event of a motion to quash or other contest by Client regarding an attempt by any third party to discover or compel the production of the information. GMG shall not disclose the information until ordered to do so by the appropriate court or tribunal with jurisdiction over the matter.
- I. **Cancellation.** In the event that Client may elect to cancel this Agreement prior to the completion of the HIP, Client agrees to reimburse GMG at the rate of \$150 per hour plus expenses provided. The resulting fee shall not exceed that portion of the total fee GMG would have charged should the Agreement been completed.