

QUICKBOOKS BUSINESS AFFILIATE PROGRAM MEMBER AGREEMENT

("Member Agreement" - R Program)

Updated October, 2022

This QuickBooks Business Affiliate Program Member Agreement (the "Agreement") sets forth the terms and conditions for the QuickBooks Business Affiliate Program ("Program") offered by INTUIT CANADA ULC., for itself and on behalf of its affiliates and wholly-owned subsidiary companies), a Canadian corporation incorporated pursuant to the laws of the Province of Alberta with its principal place of business located at 1900-8 Spadina Avenue, Toronto, Ontario, M5V 0S8 ("Intuit").

BY CHECKING THE BOX IN THE REGISTRATION PROCESS, YOU ("YOU," THE "MEMBER") AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

Recitals

- A. Intuit Canada ULC. is a leading provider of accounting and financial management software and service solutions for small and mid-sized businesses, consumers and accounting professionals.
- B. From time to time, small businesses can promote Intuit Services (QuickBooks Online and/or QuickBooks Self-Employed) as members of the QuickBooks Business Affiliate Partner Program ("Business Affiliate Program Member," "Business Affiliate Member" or "Member") to prospective new customers.
- C. Intuit desires to reward the Member and such Member wishes to receive such rewards from Intuit when prospective new customers purchase a subscription to the Intuit Services.

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound Intuit and Member hereby agree to the following terms and conditions of this Agreement.

Terms and Conditions

1. PROGRAM DESCRIPTION. Program is designed to allow and empower users or non-users of Intuit Services to promote the Intuit Services to new customers. Privacy Statement and any other terms will be provided separately to Members for the Program such as the use of brand guidelines, eligibility and Program requirements, etc. This Program is open to legal residents of Canada and who are 18 years of age or older.

2. PROGRAM PARTICIPATION.

2.1 Program Participation. Each Member agrees to comply with all the terms of this Agreement, the Program Requirements ("Exhibit A") and the the Trademark Usage Restrictions ("Exhibit B"); each Member agrees to comply with the Intuit brand guidelines available in the Program Member Hub; and as applicable to each Member, the [Terms of Service](#) ("TOS") for each of the Intuit Services (Exhibits, Brand Guidelines and TOS are hereby incorporated into this Agreement by reference and, collectively the "Documentation"). Under no circumstances may Member or end users acquire any ownership rights in Intuit Services.

2.2 Modification. At any time and in Intuit's sole discretion, Intuit may modify any of the terms and conditions contained in this Agreement, by posting a revised or new agreement. If any modification is unacceptable to Member, Member's only recourse is to terminate this Agreement. Member's continued participation in the Program following Intuit's posting of a revised or new agreement will constitute binding acceptance of the modification.

2.3 Data Processing and Privacy. You acknowledge that Intuit will process your personal information as described in our [Privacy Statement](#) when you participate in this Program or use the Intuit Services. As a Member you further warrant, represent and agree to maintain data privacy standards that are at least as restrictive and protective as mandated by Canadian privacy laws and Intuit [Global Privacy Statement](#). Without limiting the foregoing, Member will implement administrative, technical and physical safeguards to protect personal information that are no less rigorous than accepted industry standard. Any violation by Intuit of our Privacy Statement or any unauthorized access, misuse, or collection of any Member, or as applicable the end user, client, customer or personal information shall be considered a material breach of this Agreement.

3. CONDUCT OF BUSINESS; RIGHT TO INSPECT; AUTHORIZATION.

3.1 Conduct of Business. Member agrees:

3.1.1 To conduct business and promote Intuit Services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of Intuit;

3.1.2 To conduct business and promote Intuit Services in full compliance with all applicable laws and regulations;

3.1.3 To conduct business and promote Intuit Services in full compliance with all agreements you may have with Intuit;

3.1.4 Not engage in deceptive, misleading or unethical practices;

3.1.5 Not to make any statements, representations, warranties, or guarantees that are inconsistent with this Agreement;

3.1.6 To provide support and services of the highest quality and integrity; and

3.1.7 To use commercially responsible efforts to resolve any complaints or disputes with end users regarding Member's services under the Program in a fair and timely manner. Member agrees not to use or display any materials or content on Member's Web site(s) in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Intuit or the goodwill associated with Intuit.

3.2 Right to Inspect. Intuit shall have the right to inspect Member's promotion of the Intuit services under this Agreement, and all Program related material in order to ensure Member's full compliance with the terms and conditions of this Agreement. Members shall cooperate fully and shall provide Intuit prompt access to all requested materials that are directly related to your promotion of the Intuit services in order to allow Intuit to exercise its right to inspect, save and accept any materials that are subject to confidentiality obligations set forth in third party contractual Agreements. "**Business Days**" means each of Monday, Tuesday, Wednesday, Thursday and Friday, except when any such day occurs on a public holiday established by the Province of Ontario. "**Business Hours**" will comprise the hours between 8:30 am and 4:30 pm EST.

3.3 Authorization. Member hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish information regarding Member's name, address and other contact information, expertise profile, and business profile in printed and/or electronic forms in any medium.

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall be effective upon Member's acceptance as indicated by Member click of the "ACCEPT" button (the "Effective Date"), and shall remain in effect for so long as Member is in full compliance with the terms of the Agreement, until terminated as provided herein.

4.2 Termination.

4.2.1 Intuit may terminate this Agreement for cause immediately and in its sole discretion without further notice in the event that: (i) Member fails to perform any of Member's obligations under this Agreement and/or supporting Documentation; (ii) Intuit, in its sole discretion, determines that Member is using the Program for another purpose or for a purpose that conflicts with the goals of the Program; (iii) Member misrepresents itself and/or its affiliation with Intuit and/or the Intuit Services (such as by name, logo, keyword search terms, etc.); or (iv) any conduct or proposed conduct of Member exposes or threatens to expose Intuit to any liability or obligation, including any obligation under federal, provincial or local law.

4.2.2 Either party may terminate this Agreement upon notification to the other. Termination shall be effective thirty (30) days following notification by either party.

4.3 Effect of Termination. Upon expiration or termination of this Agreement, regardless of the reason therefor: (i) all privileges and benefits of the Program will be immediately revoked; (ii) Member shall immediately cease use of all Intuit trademarks, trade names, copyrights and any Program material provided to Member by Intuit; (iii) Member shall promptly return to Intuit all Intuit confidential information or certify in writing that it has destroyed such information; (iv) all rights and licenses granted under this Agreement will immediately and automatically terminate; and (v) Member will immediately discontinue representing that Member is a Program participant.

5. INDEMNIFICATION; DISCLAIMERS; LIMITATIONS OF LIABILITY.

5.1 Indemnification. Member agrees that Intuit shall have no liability to you or any of your clients or customers and that you shall indemnify, defend and hold Intuit harmless from any expenses, damages, costs or losses (including reasonable attorney's fees) resulting from any suit or proceeding based upon a claim arising (i) by reason of your performance or non-performance under this Agreement; (ii) a breach of any representation, warranty, or obligation made by Member contained in the terms of this Agreement, and/or (iii) for any personal injury, product liability, or other claim arising from the promotion Intuit Services by you. In the event Intuit seeks indemnification from you under this Section 5, Intuit will immediately notify you in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. Intuit reserves the right, at its option, to assume full control of the defense of such a claim or proceed with legal counsel of its choice. If Intuit undertakes its own defense, any settlement of such claim or proceeding requiring payment from you shall be subject to your prior written approval. Member agrees to reimburse Intuit upon demand for any expenses reasonably incurred by Intuit in defending such claim, including, without limitation, attorney's fees and costs, as well as any judgment or settlement of the claim or proceeding. In no event may you enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind Intuit in any manner without the prior written consent of Intuit.

5.2 Disclaimers. Intuit makes no representations or warranties of any kind with respect to the Program and any Intuit Services provided to Members "as is." EXCEPT AS PROVIDED IN THE SOFTWARE TERMS OF SERVICE, INTUIT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PROGRAM, PRODUCTS OR SERVICES PROVIDED BY INTUIT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THE INTUIT PRODUCT AGREEMENT(S), INTUIT SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF ANY WARRANTY.

5.3 Limitations of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, INTUIT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROGRAM OR THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR ANY DAMAGES OR SUMS PAID BY Member TO THIRD PARTIES, EVEN IF INTUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY OR ANY STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. SINCE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO MEMBERS. INTUIT'S TOTAL LIABILITY FOR ALL DAMAGES, ALLEGED DAMAGES, AND LOSSES HEREUNDER, (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE AMOUNTS RECEIVED BY INTUIT UNDER THIS AGREEMENT OR FIVE HUNDRED (\$500) DOLLARS.

6. TRADEMARKS, TRADE NAMES AND COPYRIGHTS.

Member agrees to carefully follow the requirements set forth herein and Exhibit A in order to ensure that all advertising, marketing, promotional, web and trade show materials conform to the following restrictions so that customers are not confused as to the relationship between Member and Intuit and receive a clear and consistent marketing message about Intuit Services.

6.1 Intuit represents and warrants the Member, acknowledging that the Member is replying on such representation and warranty and the Member acknowledges, that during the duration of the term Intuit will own and retain all Intellectual Property Rights in the Intuit Marks and materials, as well as in all Intuit Services. The Member agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, image, logo, trade name, trade secret, copyright or patent belonging to or licensed by Intuit (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any copyright in Intuit Services) or attempt to grant any right therein. As part of such obligation, Member agrees that it will not adopt, use or register any mark, logo, trade name, company name, domain name, screen name or other source indicator which might be reasonably understood to refer to any Intuit Services, including any mark, logo, trade name or the like containing the words, acronyms or prefixes "intui", "intuit", "tuit", "quick", "quickbooks", "qb", (collectively, "Intuit Marks"), Member further agrees not to attach any additional trademarks, logos, trade designations or other legends to any Intuit Services without the prior written consent of Intuit. Member further agrees not to affix any Intuit trademark, logo or trade name to any non- Intuit Services. Any use of Intuit's Marks or other Intuit-owned names and logos as part of Member's own source identifiers, or in a way that might create confusion with the Intuit Marks or Intuit- owned names, is prohibited. A breach by Intuit of its representation and warranty set forth in this Section 6.1 shall be considered a material breach of this Agreement. **"Intellectual Property Rights"** means.

6.2 Upon expiration or termination of this Agreement, Member will immediately cease all display, advertising and use of the Intuit name or the names of any Intuit Services.

6.3 Intuit reserves the right to object to any uses or misuses of its trademarks that it deems, in its sole discretion, to be inappropriate or to constitute a violation of applicable law. In the event that Intuit finds any such improper use or misuse to be intentional, Intuit shall have the right to take any and all appropriate action up to and including termination of your participation in the Program. Member agrees to reasonably cooperate without charge in Intuit's efforts to protect its intellectual property rights, and will make any modifications or alterations to any of its content that contains or makes reference to Intuit Marks or an Intuit name, upon request. Member agrees to notify Intuit

immediately in writing of any breach of Intuit's intellectual property rights that comes to Member's attention.

6.4 Correctly Promote Your Participation in the Program. Upon your participation into the Program, Intuit encourages you to inform your current and prospective clients/customers of your membership in the Program, in accordance with the Agreement. You can convey this information in your advertising, promotional materials, detailed brochures, sales materials and Websites ("Approved Materials"), but you agree to only do this in a way that does not lead customers to believe that you are somehow an Intuit representative or employee, or that you are somehow "Officially Endorsed by", "Certified by", "Authorized by", or formally "Partnered" with QuickBooks beyond the Member designations indicated under this Agreement.

Do not use the term "QuickBooks Partner," or any other description other than one of the following statements in your Approved Materials:

"Member: QuickBooks® Partner Program"

"Member of the QuickBooks® Partner Program" (as applicable) or "QuickBooks® Partner Program Member"

6.5 No Inappropriate Content. Except as set forth herein, Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misusing or bringing into dispute or disrepute the Intuit Marks, names or logos or Intuit Services or services.

7. GENERAL.

7.1 Member in Good Standing. Members shall at all times during the term of the Agreement comply with Section 3.1 of the Agreement (or determined from time to time at Intuit's sole discretion) and the Member Guide or be subject to removal from the program upon the sole discretion of Intuit.

7.2 Confidentiality. Intuit may from time to time provide you with confidential information including, but not limited to, Program materials (for example, pricing or branding changes, non-public product information). You acknowledge that such confidential information is the property and a confidential trade secret of Intuit. You shall not reveal, disclose or distribute such confidential information in any form to employees, except on a need to know basis, nor to any third party, except to the extent specifically permitted by Intuit. You agree to take all reasonable precautions to prevent unauthorized disclosure and use of such confidential information. This obligation of confidentiality does not apply to information which is (a) rightfully in the public domain other than by a breach of a duty to Intuit; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to you without any limitation on use or disclosure prior to its receipt from Intuit; (d) independently developed by you; or (e) generally made available to third parties by Intuit without restriction on disclosure. You may not disassemble, reverse-engineer, or decompile any software that is provided to you by Intuit. Member agrees to return to Intuit immediately upon Intuit's written request any confidential information Member has received in writing or other tangible form. Member acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and that accordingly, Member agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies to prevent any such unauthorized use or disclosure.

7.3 Assignment. The Member may not sell, transfer or assign this Agreement, in whole or in part, or any of the rights hereunder, unless Member obtains the prior written consent of Intuit.

7.4 Notices. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) immediately when sent by email, or (ii) upon delivery when

sent certified mail, return receipt requested, or via a commercial overnight carrier, fees prepaid. All communications to Intuit must be sent to the persons and addresses indicated in the membership platform and copy to:

Intuit Inc.
2700 Coast Ave.
Mountain View, CA
94043
Attn: General Counsel, Legal Dept.

7.5 Survival. The provisions of this Agreement which, by their terms, require or contemplate performance by the parties after expiration or termination, or which reasonably ought to be understood to so require or contemplate, shall be enforceable notwithstanding any expiration or termination.

7.6 Entire Agreement. This Agreement, including the Recitals and preamble, constitutes the entire agreement between Member and Intuit with regard to the subject matter hereof. The terms and conditions of this Agreement shall supersede any previous agreements between the parties with respect to the subject matter hereof, and any terms and conditions printed or written on any purchase order issued by Member.

7.7 Non-Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy of Intuit or Member shall imply or constitute a waiver by the waiving party of the same or any other condition, covenant, right or remedy contained herein.

7.8 Severability. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

7.9 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflicts of laws principles. The application of the U.N. Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

7.10 Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, or the reach thereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of 15 days, then, upon notice by any Party to the other, any unresolved controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Toronto, Ontario, Canada. The language of the arbitration shall be English.

7.11 Independent Relationship. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between Intuit and Member. Neither Intuit nor Member is authorized, by virtue of this Agreement, as an agent or other representative of the other, or to make any commitments or representations of any kind on behalf of the other.

7.12 No Endorsement. Member acknowledges that Intuit makes no claim on Member's behalf as to the quality of the products or services Member offers.

7.13 Force Majeure. Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement, with the exception of Member's payment obligations, if such failure is caused by the occurrence of any event beyond the reasonable control of such party,

including without limitation fire, flood, strikes and other industrial disturbances, failure of transport, accidents, wars, riots, insurrections, or acts of God.

7.14 Compliance with Laws. The parties agree, represent, and warrant that they and their agents, subcontractors, and employees shall comply with all applicable federal, provincial and local laws, ordinances, regulations and codes in the performance of the Agreement, including the procurement of permits and certificates and the submission of reports and filings, if applicable. The parties also agree to indemnify and hold harmless Intuit from and against all claims that may be sustained by Intuit from Member's failure to comply with such laws, ordinances, and the like.

7.15 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Any rule of construction construed in the Agreement against the drafting party shall not apply.

7.16 No Export. Save and except for as contemplated in Subsection 4 of Exhibit A of the Agreement. Members shall not export directly or indirectly any Intuit Services outside Canada.

7.17 French Language. It is the express wish of the parties that this agreement and all related documents are drawn up in English. **C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.**

Rev. October 01, 2022

EXHIBIT A
QuickBooks Business Affiliate Program
Details/Requirements

1. Eligible Referrals
 - a. Eligible rewards for Referrals will be based only on purchases of QuickBooks Services made in Canada. You may refer prospective subscribers in any country where eligible QuickBooks Services are made available and supported by Intuit, however, any special or discount offer for Referrals are subject to that region's then-current offer, and benefits may not be available in certain regions.
 - b. Your Referrals from countries outside of Canada who subscribe to the QuickBooks products will be subject to applicable country then-current pricing and tax (e.g., VAT, GST/HST).
 - c. Members who subscribe to eligible QuickBooks Services using their own referral link are not eligible to earn referral rewards for that purchase.
2. Login Support. If you need help logging in to your Program account or have other Hub-related issues, please contact PartnerStack Support at support@partnerstack.com or use the "Contact Us" chatbot at the bottom of the Program Hub.
3. QuickBooks Product Support. If you need support for your QuickBooks account, please refer those inquiries to QuickBooks Online Support or QuickBooks Self-Employed Support.
4. Other Program Support. All other questions related to the Program (i.e. tracking your sales) can be directed to the QuickBooks Team by replying directly to any email from us. This Member Agreement, Program FAQs and other important program disclaimers can be found on the Resources tab on the Program Hub.
5. Referral Discounts
 - a. The then-current Referral Discount and applicable terms and conditions for the Services offers can be found in the Business Affiliate Portal. Pricing, features, service, terms and conditions, and support are subject to change without notice.
6. Member's Referral Rewards are available to Members who refer an eligible Referral
 - a. Member Referral Reward: For every confirmed subscription of QuickBooks Online or QuickBooks Self-Employed your company refers, your company will be eligible for up to CAD\$250. The then-current Referral Rewards and applicable terms and conditions for the Member's rewards can be found in the Business Affiliate Portal. Rewards and terms and conditions are subject to change without notice.
 - b. Members become eligible for a referral reward after their Referral has purchased or subscribed to an eligible QuickBooks product or service ("Sale") and becomes a paying subscriber for 60 days. When the 60-day waiting period has passed, the Member becomes eligible for a cash reward. It may take 24-48 hours to confirm a Sale and begin the 60-day waiting period.
 - c. Intuit through its provider Partnerstack uses cookies to track your referrals and Sales. The cookies last for 90 days after someone clicks on your link. If they click again, the 90 days restarts. Only referral link clicks that result in a successfully tracked Sale and remain a paid subscriber throughout the 60-day waiting period are eligible for a referral reward. To learn more about cookies, please refer to [Intuit Privacy Statement](#).
 - d. Referral rewards are only eligible when the Program team can confirm the Sale was tracked. If a Sale was not properly tracked, either because the referral link was not correctly clicked on, an ineligible product was purchased, or otherwise, it is the Program team's sole discretion whether to issue a reward for the Sale. If you believe a Sale was not properly tracked, please allow for 7-10 days after your date of referral to contact the Program team to inquire about your Sale.
 - e. Referral rewards are for new paid subscriptions only.

- f. Referral rewards will be issued in CAD to you regardless of where your referral subscribed.
- g. The Intuit Services eligible to receive a referral reward are QuickBooks Self-Employed, QuickBooks Online: Simple Start, QuickBooks Online: Essentials, QuickBooks Online: Plus; and QuickBooks Online Advanced.
- h. A referral is not considered eligible for rewards if the referring Member's email address matches that of the referral's email address.
- i. Signing up for a free trial does not qualify for a referral reward.
- j. There is no limit to how many referrals you may make, and no limit to how much you may earn.
- k. Your cash referral bonus is calculated at the end of each month and available for cash-out on the Business Affiliate Portal (hosted by Program software partner, PartnerStack) via PayPal or Stripe (additional terms and conditions apply). You may check the status of your rewards or initiate a payout through the PartnerStack payouts tab on the Business Affiliate Program Portal. User terms and conditions for PartnerStack can be found [here](#).
- l. You must have at least \$5 (GST/HST inclusive, if applicable) in rewards to initiate a payout. Payments are verified and paid out on the 16th day of the month following the month they are earned. For example, any commissions earned during the month of February will be available March 16th. Then you'll be able to cash out your reward through the "Payouts" tab on the Program Portal. Rewards last for the lifetime of the account, unless otherwise stated.
- m. "GST/HST" means the goods and services tax or the harmonized sales tax administered pursuant to the Excise Tax Act (Canada) R.S.C. 1985. C. E-15, as amended and the regulations thereunder and/or under any successor or parallel federal or provincial legislation that imposes a tax on the recipient of goods and services, including but not limited to provincial and/or state sales taxes, the Quebec sales tax, use taxes and/or any other similar taxes, duties, levies and/or charges of any nature that may be imposed or required to be collected by any federal, provincial territorial or local governmental entity or regulatory authority in connection with the services or goods contemplated hereunder. Intuit is registered for GST in Canada and its GST number is 139217491 RT0001. Unless otherwise expressly stated in this Agreement (or its Exhibits), any consideration, amount payable, prices, fees, payment terms, award amount and/or any other amounts mentioned in this Agreement (or its Exhibits) are exclusive of GST/HST. Intuit is not obliged under this Agreement to pay the amount of any GST/HST until Member provides a valid, compliant invoice for the taxable supply. If applicable, the GST/HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST/HST does not apply, must be identified as such on all invoices if required by applicable laws and/or regulations. Intuit is not obliged under this Agreement (or its Exhibits) to pay Member the amount of any GST/HST invoiced by Member past the statutory limit for Intuit to claim it as an input tax credit and shall be deemed forgiven by Member. For the avoidance of doubt, Intuit shall have no obligation to pay any taxes based on the capital or net income incurred by Member. If Intuit is required to withhold any taxes, Intuit may deduct such taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If Member is exempt from payment of such taxes, Member must provide Intuit with an original certificate that satisfies applicable legal requirements attesting to its tax-exempt status. Member will be solely responsible for claiming any refund or applicable tax credits related to such withholdings

7. Member's Bonus Rewards are available to Program Members.

- a. Participation offers opportunities for additional reward earnings ("Bonus Rewards").
- b. Members will be provided instructions for how to participate in Bonus Rewards opportunities (also referred to as "Challenges" on PartnerStack) via email. Bonus Reward activities will be administered and monitored by the QuickBooks Program Team ("Team") with terms and conditions for participation provided in each announcement email. Issuing Bonus Rewards Opportunities will be at the sole discretion of the Team.

- c. A reason for denial of any Bonus Reward activity submission will be provided and available to view on the Payouts tab of the Program Hub, hosted by PartnerStack.
- d. There is no limit to how much cash you can earn in bonus rewards.
- e. There are no reward-earning opportunities for recruiting new members to the Program unless otherwise stated.

EXHIBIT B

Trademark Usage Restrictions

The following are the trademark usage restrictions for the QuickBooks Business Affiliate Program ("Trademark Restrictions").

A. No Use of Logo Forms or Box Designs

When referencing the QuickBooks name, the use of product or service logos or box designs is prohibited. Intuit trademarks must be displayed only in plain text and only for approved purposes as set forth below. Such plain text usage must retain the distinctive capitalization and/or spacing of the mark.

For example:

Correct: QuickBooks® software; or QUICKBOOKS® software

Incorrect: Quick books® software

B. Correctly Promote Your Affiliation in the QuickBooks Business Affiliate Program

Upon your enrollment, Intuit encourages you to inform your current and prospective clients/customers of your participation in the Program, in accordance with all of the Trademark Restrictions listed herein. You can convey this information in your advertising, and in detailed brochures, sales materials and websites ("Approved Materials"), but you should only do this in a way that does not lead clients to believe that you are somehow "Officially Endorsed by", "Authorized by", or formally "Partnered" with Intuit, or that you are an employee or representative of Intuit. The best way to promote your membership is to simply place one of the following plain-text statements in your sales and/or advertising materials:

"Member: QuickBooks® Business Affiliate Program"; or

"Participant of the QuickBooks® Business Affiliate Program"; or

"QuickBooks® Business Affiliate Program Member"

C. No Use in Direct Business Source Identifiers including print, online, advertising

The Intuit, QuickBooks, QB, or other similar marks or logos, including but not limited to "Quick", "Intuit", "intuitive", "intuition", "intu", "tuit", "tui", "Turbo" or "Mint" (or phonetic equivalents) cannot be used in your company name, product/service name or in your direct business source identifiers such as stationery, business cards, company signs, domain names or company website titles. These identifiers indicate the name of your business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of Intuit's products/services, versus your or another party's products/services, use of Intuit's trademarks in these source identifiers is prohibited. However, Intuit does not object to the statements in Section B above being used in appropriate context, which make clear the true nature of your relationship to Intuit. You can also make truthful statements about the nature of your services, such as:

"Passionate in QuickBooks® Self-Employed Services"; or

"Supporting QuickBooks® Self-Employed users since..."; or

"Consulting on QuickBooks® Self-Employed Services"

Ad and website titles should lead with your own business name or brand, or with an industry descriptor and shouldn't lead with Intuit brands.

For example:

Correct: XYZ Company - Support for QuickBooks

Incorrect: "Quickbooks," "QB," or "Intuit" as the primary element

Visible URLs shouldn't contain "QuickBooks," "QB," "Intuit," or any other Intuit brand or brand element before the root domain or within the root domain, or any terms that appears before the ".com"

For example:

Incorrect: "quickbooks.XYZbusinessname.com" or "quickbooksXYZbusiness.com"

You need a negative match for the following keywords: "QuickBooks," "QuickBooks Online," "QB," and "QBO" and should only bid on keywords with a value-add statement, e.g., "QuickBooks Set-Up."

All other uses of the QuickBooks or other Intuit marks on direct business source identifiers are strictly prohibited.

Additionally, by participating in the Program, you agree that the Approved Materials will not contain any content that could be deemed by Intuit, in its sole judgment, to be obscene, violent or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the QuickBooks trademark, any other Intuit-owned marks or logos, or Intuit's products or services. Intuit reserves the right to object to unfair uses or misuses of its trademarks/logos and to hold you in breach of the Agreement for any such unfair uses or misuses in Intuit's sole discretion.

D. Pay Per Click / Search Engine Advertising Restrictions

In order to avoid potential confusion among consumers and to prevent search engine ads from being removed by our trademark compliance monitoring systems, Members must adhere to the following restrictions. The Member understands and agrees that Intuit retains the right to remove any ads that, in Intuit's sole discretion, do not comply with these restrictions. All sponsored ad titles must lead with Members' own marks or names, or with industry descriptors, and cannot lead with Intuit brands. For example, all sponsored ad titles must be structured as "Company Name - XYZ for QuickBooks" instead of "QuickBooks XYZ". This will help avoid potential confusion as to the source, branding, or sponsorship of Member's offerings.

URLs should not confuse consumers into believing that the URL leads somewhere other than Member's own website(s). Any URL where an Intuit Mark is incorporated into the front portions of the URL, or into the root domain itself, would violate these restrictions. For example,

Correct / Proper Use	Incorrect Use
Company Name - Training for QuickBooks	Member/Company Name training for QuickBooks
www.MemberName.com/TrainingforQuickBooks	www.QuickBooksTraining.com

Members may only mention Intuit Marks in sponsored ads that directly advertise Member's own services that comply with this Program. Members may only use Intuit Marks as search keywords to trigger sponsored ads that directly advertise Member's services. Members may not use standalone Intuit Marks to trigger sponsored ads. When purchasing search engine ads, Members must ensure that they carefully designate the appropriate countries/regions for the ad. Intuit Marks may only be used in the very end segment of any display URL of a search engine ad. For example, the Member may only use an Intuit mark in URLs as follows: www.ParticipantName.com/appnameforquickbooks. Search engine ads must point to Member's own Web site, and must point to a page containing information about Member's Services. When using Intuit Marks in search engine ads, the Member must avoid any false claims or statements of affiliation, endorsement or sponsorship, where no such relationship exists. For example, Member must not claim in its ad that the ad will lead people to an "Official Site" for QuickBooks, or claim that Member is an "Official Partner" or "Preferred Solution" of Intuit. The Member may bid on phrases like "free QuickBooks" only when promoting free Intuit offerings or trials (like QuickBooks Simple Start Edition), but may not bid on Intuit brands on a stand-alone basis when promoting a free Intuit product. Member may use words like "discount", "deal", and "low cost" in

sponsored ads that also contain Intuit Marks, but should avoid use of words that may negatively affect Intuit's brands, like "cheap", "blowout", "bargain", "fire sale", etc. Intuit reserves the right to take down sponsored ads containing descriptions or words that it believes, in its sole discretion, could damage the equity and reputation of its brands.

E. No Use of Intuit Company Trade Name, Trademark or Company Logo

No person or company except Intuit may use the Intuit company name, trademark or company logo. The only use of the company name that is permitted is the plain-text listing of the ownership legend for Intuit's trademarks, as shown in Section E below.

F. Appropriate Symbols and Ownership Legends Must Be Used

When used in accordance with these Trademark Restrictions, Intuit's QuickBooks® trademarks should appear with the "®" symbol directly next to the mark as shown.

The appropriate ownership "legend" must also be displayed at least once in any materials where the QuickBooks names are mentioned (unless space is not available, e.g., on business cards). Such legend should generally read as follows:

"QuickBooks is registered trademarks and/or registered service marks of Intuit Inc."