

SBS Partner Program (SPP) Referral Agreement

THIS REFERRAL AGREEMENT ("Agreement") is entered into as of _____ (the "Effective Date"), by and between **SBS Associates, Inc.**, headquartered in Westwood, NJ ("SBS"), and _____ an individual or entity headquartered in _____ ("Referrer").

Whereas, SBS is an Intuit Solution Provider and Diamond level QuickBooks ProAdvisor and offers QuickBooks and related product to end-users

Whereas, Referrer provides consultation services to small businesses.

Whereas, SBS and Referrer desire for Referrer to refer QuickBooks and related product purchases to SBS

Now therefore, the parties hereby agree as follows:

- Referrer Pricing.** SBS shall provide Referrer with recurring and updated monthly SPP Price Lists, itemizing discounted product pricing. Referrer is hereby authorized to provide its customers with discounted pricing, based on the then current SPP Price List. It is at Referrer's discretion to maintain part or the entire discount, or to pass the entire discount on to the Customer.
- Enterprise Referral Fee.** QuickBooks Enterprise End-User pricing is set by Intuit. All sales must be at the current advertised price. SBS shall pay a referral fee to Referrer on any QuickBooks Enterprise sales referred by Referrer, as set forth by the SPP Price List. SBS shall pay referral fees to Referrer on a monthly basis within 30 days of the month-end.
- Order Processing.** Referrer shall place all Intuit orders through SBS and provide product end-user contact information for Intuit registration and product shipment. Payment is due at time of order by ACH, Bank Check or Credit Card.
- Term & Termination.** The term of the Agreement shall begin on the Effective Date and end twelve (12) months after the Effective Date. At the end of the initial term, and at the end of each renewal term thereafter, the Agreement shall automatically renew for an additional one-year term unless either party terminates the agreement. Either party may terminate this Agreement on written notice.
- Confidential Information.** Any information that a receiving party knows or has reason to know is confidential or proprietary is Confidential Information and shall remain the sole property of the disclosing party. The terms of this Agreement as well as the SPP Price List shall also constitute Confidential Information. Neither party shall disclose, use, modify, copy, reproduce or otherwise divulge Confidential Information of the other, except as required by law. This shall not apply to information known to or independently developed by the receiving party, disclosed in public materials, generally known to the public, or lawfully obtained from any third party.
- Disclaimer and Limitations.** Each party expressly disclaims all warranties of any kind, past or present, statutory or otherwise in law or from a course of dealing or usage of trade, to the fullest extent permitted by law, including any implied warranties of merchantability, fitness for a particular purpose or security. Except for each party's liability arising out of its payment and confidentiality obligations, liability for all claims arising hereunder shall not exceed the aggregate amount paid to either party under this Agreement during the twelve (12) months preceding the date the cause of action arises.

SBS Partner Program REFERRAL AGREEMENT, cont.

- 7. **Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned by Referrer without prior express written approval of SBS.
- 8. **Exclusivity.** During the term of this Agreement, Referrer shall not enter into a referral or related agreement with another provider of QuickBooks products.
- 9. **Non-Compete.** Both parties agree not to independently contact or otherwise solicit orders or services directly or indirectly, from any customers of the disclosing party without prior written authorization to do so.
- 10. **Final Agreement.** This Agreement terminates and supersedes all prior understandings and agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
- 11. **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included.

By signing below, you declare that you are authorized to execute this Agreement on behalf of Referrer and acknowledge your acceptance of the terms and conditions of this Referral Agreement:

Referrer:

SBS Associates, Inc.

By:

Signature

(Name Typed or Printed)

(Title)

(Date)

By:

Signature

(Name Typed or Printed)

(Title)

(Date)