

## TERMS AND CONDITIONS

This Intuit Affiliate Program Agreement (the “Agreement”) sets forth the terms and conditions regarding the Intuit Affiliate Program (the “Program”) of Intuit Limited (“Intuit”). This Agreement supplements the Commission Junction Publisher Service Agreement (the “CJ Publisher Service Agreement”) to which you are a party and establishes the terms and conditions under which, subject to your acceptance by Intuit into the program, you may participate as a Publisher of Intuit Services.

BY CLICKING ON THE “APPLY” BUTTON AT THE END OF THE AFFILIATE APPLICATION, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) (THE “AFFILIATE”) AGREE(S) TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

1. Definitions. Capitalized terms in this Agreement will have the meanings set forth below or attributed to them in various sections of the Agreement. However, use of the term “Affiliate” in this Agreement shall not be interpreted or construed to mean that any party to this Agreement is an “affiliate” of any other party for purposes of any applicable laws. “Affiliate Originated Visitor” means a unique end-user who accesses the Intuit Site through an Affiliate Link on the Affiliate Site. “Intuit Brand Features” means Intuit trade names, trademark, service mark and/or logo authorized by Intuit and found at [intuitaffiliate.com](http://intuitaffiliate.com) Intuit Content” means Intuit-provided small-business focused articles and other content. “Intuit Product” means the QuickBooks Software Product, “Intuit Site” means the Intuit World Wide Web site which is the destination of the URL included by Intuit in the Link. “Intellectual Property Rights” means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing. “Link” means a hypertext and/or graphical link, to or from one Web site to another Web site which allows an Affiliate Originated Visitor to automatically transfer from the Affiliate Site to the Intuit Site. “QuickBooks Software Product” means the QuickBooks software products made available by Intuit, excluding trial, evaluation, demonstration copies.

2. Enrollment in the Program. To begin the enrollment process, Affiliate will submit and complete Affiliate Program application via your CJ Account. Intuit will evaluate Affiliate’s application and notify you of your acceptance or rejection of your application. Intuit may reject your application

3. Links. Affiliate agrees to promptly post at least one Link (the “Affiliate Link(s)”) to the Intuit Site at one (or more) Web site(s) owned or operated by Affiliate (the “Affiliate Site(s)”) as soon as practicable following Intuit’s acceptance of Affiliate into the Program. Affiliate Links **to Intuit Site(s)** may not be placed in search engines, newsgroups, unsolicited e-mail, banner networks, counters, chatrooms or guestbooks. We **prohibit any masking** of your URLs -

making it appear as though your link is an official [www.quickbooks.co.uk](http://www.quickbooks.co.uk) link. You may not use links that automatically redirect the user to the [www.quickbooks.co.uk](http://www.quickbooks.co.uk) website in your search ads. Any Affiliate Link placed must be done so in such a way that it is not misleading to any Affiliate Originated Visitor and done so with the intention of delivering users to the Intuit Site for that Link. Affiliate acknowledges that the Affiliate Site will include the Intuit Brand Features, and Affiliate has no right to alter, remove, or customize the Intuit Brand Features. Affiliate will not use or display the Link(s) or the Intuit Brand Features in a manner that is defamatory, misleading, libelous, and obscene or otherwise potentially damaging to the reputation of Intuit, or the goodwill associated with the Intuit Brand Features.

4. Affiliate Obligations and Restrictions. Affiliate will be solely responsible for the development, operation and maintenance of Affiliate Site and for all materials that appear on Affiliate Site, including but not limited to: (a) the accuracy and appropriateness of materials posted on Affiliate Site; and (b) ensuring that materials posted on Affiliate Site do not violate or infringe upon the rights of any third party. Affiliate agrees to refrain from the following: (a) purchasing and/or using domain name(s) that incorporate any portion of the Intuit Brand Features; (b) purchasing any search engine keywords that outrank and/or outbid any of the Intuit Brand Features; (c) identifying the Affiliate site as an “official site” (“affiliate” or “authorized affiliate” are permitted uses); and (d) changing any Intuit Product price and/or offering any additional Affiliate discounts or rebate on any Intuit Product. Affiliate hereby agrees to indemnify, defend and hold harmless Intuit, its shareholders, officers, directors, employees, agents, partners, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including, without limitation, attorneys’ fees) arising from the development, operation, maintenance and contents of Affiliate Site.

5. Competitive Services. If you are approved as an Affiliate, Intuit prefers you not be an affiliate or otherwise promote, market or sell any products that are competitive with Intuit Products. If you do market competitive products and services, you agree to place our Link, banners, and any other content identifying Intuit and/or describing our products and services (the “Content”) in a location and in a manner on your Site that is equal to or better than the location and manner in which you place a competitor’s Content.

6. Order Processing. Intuit will process orders placed by users who follow the Links from Affiliate’s Site to Intuit’s Web Site. Intuit will be responsible for all aspects of order processing and fulfillment. The amount of sales generated using the Affiliated Links from Affiliate Site to Intuit Site will be tracked by CJ (the “Tracking Data”). Affiliate will have access to CJ reporting center where Affiliate can check the Affiliate Site’s sales activity. To permit accurate tracking and reporting, Affiliate must ensure that the Links between Affiliate Site and Intuit Site are properly formatted and are maintained.

7. Commissions. Phone sales are not eligible for commissions under this program. In order to be eligible to earn a commission, your clients must order by clicking on the affiliate link you place on your Web site. CJ is responsible for providing related reporting on their Web site for the Affiliate, per the terms of the separate CJ Publisher Agreement. With seven (7) days notice, Intuit may, in its sole discretion, change the amount of the Commission Fee paid to Affiliate. Intuit shall notify Affiliate through a CJ communication regarding any change in the Commission structure.

8. Payments. Any and all Affiliate payments shall be in accordance with the terms of the Publisher Service Agreement

9. License Grant. Intuit hereby grants to Affiliate a limited, nonexclusive, royalty-free, nontransferable, worldwide permission to use, reproduce, publicly perform, distribute and display the Intuit Content at the Affiliate Site solely in the form delivered by Intuit. Affiliate is

only entitled to use the Intuit Content to the extent that the Affiliate is a member in good standing in the Program.

10. Reservation of Rights. Intuit reserves all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein. Intuit retains all right, title, and interest in and to the Intuit Brand Features and the Intuit Site, together with all Intellectual Property Rights thereto. In addition, Intuit shall establish all Intuit Product pricing and associated fees. Intuit may, in its sole discretion, change the Intuit Product pricing with or without notice.

11. Program Information. Intuit will own all right, title and interest in and to all information that is created or collected in the operation of the Intuit Site including, without limitation: (i) any contact information collected from any Affiliate Originated Visitors, (the "Contact Information"); and (ii) any information collected about product sales at the Intuit Site generated through the Affiliate Link(s), (the "Sales Information"). Intuit (will/can) not share contact information to Affiliates and/or other third parties. Affiliate will not disclose any Sales Information to any third party without Intuit's prior approval. Subject to the terms and conditions of this Agreement, Intuit grants to Affiliate a worldwide, non-exclusive, royalty-free license to use Sales Information solely in the manner and subject to the restrictions set forth in this Section. Each party shall comply with its respective privacy policies and statements in handling, using and disclosing any Contact Information and Sales Information.

12. Termination. This Agreement will become effective on the Effective Date and ends when terminated by either party in accordance with this Agreement. This Agreement may be terminated (i) by Intuit, with or without cause, and with seven (7) days advanced notice to Affiliate by choosing the "Expire the Relationship" function within the Account Manager software, and (ii) by Affiliate, with or without cause, by removing the Intuit Brand Feature from the Affiliate Site, and by choosing to "Expire" Intuit from the advertisers with whom the Affiliate is engaged. Upon termination or expiration of the Agreement: (i) all licenses granted herein shall terminate; (ii) Affiliate shall immediately remove any Affiliate Link(s) and Intuit Brand Features from Affiliate Site; and (iii) Sections 14, 15, 16, 17, 18, 20, and 21 and this sentence will survive.

13. Disclaimer. THE INTUIT SITE AND RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY, AND INTUIT EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE INTUIT SITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

14. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL INTUIT BE LIABLE WHETHER IN TORT, CONTRACT OR OTHERWISE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS) ARISING FROM OR RELATING TO ANY PROVISION OF THIS AGREEMENT OR THE PROGRAM. WITHOUT LIMITING THE FOREGOING, INTUIT'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO AFFILIATE THROUGH CJ UNDER THIS AGREEMENT.

15. Authority. If the person entering into this Agreement is acting on behalf of his or her company, such person represents to Intuit that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of Affiliate, that this Agreement has been duly authorized by Affiliate and that this Agreement will constitute the legal, valid and binding obligation of Affiliate. Such person hereby agrees to indemnify and hold Intuit harmless from

any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from any breach of this Section. If the person entering into this Agreement is acting on one's behalf, such person represents to Intuit that he or she is an individual, 18 years of age or older, who is a British citizen or permanent resident and is not a citizen or permanent resident of Cuba, Iran, Iraq, North Korea, Libya, Sudan or Syria.

16. Publicity. Affiliate shall not create, publish, distribute, or permit any written material that makes reference to Intuit without first submitting such material to Intuit and receiving written consent from Intuit.

17. Relationship of Parties. Affiliate and Intuit are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship, or the relationship of principal and agent between the parties. Affiliate will have no authority to make or accept any offers or representations on Intuit's behalf. Affiliate will not make any statement, whether on Affiliate Site or otherwise, that reasonably would contradict anything in this Section. Affiliate, as an independent contractor, will have sole responsibility for its expenses, employees, sales representatives and agents.

18. Communications. Affiliate agrees that by becoming a QuickBooks Affiliate, Intuit will contact you on a periodic basis with information about Intuit's affiliate programs.

19. Geographic Scope. All the rights and obligations of both Intuit and Affiliate are valid only within the United Kingdom.

20. Miscellaneous. The validity and performance of this Agreement shall be governed by the laws of England and Wales (without reference to choice of law principles and with respect to copyright and trademark matters to English laws and international treaties), and you agree to submit to the non-exclusive jurisdiction of the English courts with respect to any dispute arising under this Agreement. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. This Agreement contains the entire agreement between Intuit and Affiliate with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between Intuit and Affiliate with respect to the subject matter hereof. Affiliate may not assign all or any part of this Agreement without Intuit's prior written consent. This Agreement may not be modified without the prior written consent of both parties.

21. Notice. Any notice to be given hereunder by Intuit will be in writing via the Account Manager. The date of receipt shall be deemed the date on which such notice is given.

22. Assignment. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assigns.

23. Independent Investigation. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.