

INTUIT® PROADVISOR PROGRAM AGREEMENT – ASIA

AGREEMENT ACCEPTANCE - IMPORTANT - PLEASE READ:

This Intuit ProAdvisor Program Agreement, including its Exhibits, (the “Agreement”) sets forth the terms and conditions of the Intuit ProAdvisor Program (the “Program”) administered by Intuit Singapore Pte Ltd and/or its subsidiaries and affiliates with its principal place of business 12 Marina View, #06-01 Asia Square Tower 2, Singapore 018961 Singapore 018961 (“Intuit”).

THIS IS A LEGAL AGREEMENT BETWEEN PROADVISOR (“PROADVISOR”) AND INTUIT (COLLECTIVELY AND INDIVIDUALLY, THE “PARTY” OR “PARTIES”, AS APPROPRIATE). IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE FULL LEGAL AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT AS ITS AUTHORIZED REPRESENTATIVE, IN WHICH CASE THE TERMS “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY AND ITS AFFILIATES AS WELL AS YOU. THIS AGREEMENT IS EFFECTIVE WHEN YOU ACCEPT THIS AGREEMENT ELECTRONICALLY (FOR EXAMPLE, CLICKING “I AGREE”), PARTICIPATE IN THE PROGRAM, INSTALL, ACCESS OR OTHERWISE USE THE INTUIT SERVICE. IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO AGREE TO THIS AGREEMENT, THEN PROADVISOR MAY NOT JOIN THE PROGRAM.

1. PROGRAM DESCRIPTION

Intuit is a leading provider of business, retail and financial management software and service solutions for small and mid-sized businesses, consumers and accounting professionals. ProAdvisor must be a financial services or business consulting Company in public practice that provides accounting, tax preparation, bookkeeping, consulting or information technology services to clients on a fee paying basis.

ProAdvisor wishes to receive from Intuit the right to market, and refer its Clients to license QuickBooks Online Simple Start, Essentials and Plus (“Intuit Services”) as set forth in **Exhibit A** directly from Intuit. Intuit grants ProAdvisor the non-exclusive, non-transferable right and license to refer products to its customers for purchase and installation in Singapore, Hong Kong, Malaysia, Indonesia, and Philippines only, in accordance with the terms and conditions of this Agreement. Product(s) means the software and all associated documentation (which includes, but is not limited to the related Services “Terms of Service”, which is hereby incorporated by reference), <https://global.intuit.com/about/terms-of-service.jsp> or its successors “Referral” means the paid subscriber to QuickBooks who was referred by the ProAdvisor to Intuit and is listed in the Intuit lead management system of record.

Effective November 27, 2015, Intuit will enable ProAdvisor to purchase Simple Start, Essentials and Plus for resale to their clients at a 50% discount on all eligible purchases and renewals of the Intuit Services as set forth further in this Agreement.

2. USE OF THE SERVICE; PROMOTION OF SERVICES; GOODS AND SERVICES TAX (GST)

2.1 Program Participation. In order to participate in the Program, ProAdvisor must be a financial services or business consulting Company in public practice that provides accounting, tax preparation, bookkeeping, consulting or information technology services to clients on a fee paying basis. Company must complete and provide to Intuit all information requested in the ProAdvisor application attached hereto as Attachment 1.

2.2 As a condition of participation in the Program, ProAdvisor agree to comply with any and all license provisions, terms of use, terms of sale, or other contractual requirements applicable to its receipt of Intuit Services, licenses, and Company authorized media (if any) for marketing and resale. In addition, ProAdvisor agrees to comply with all terms of this Agreement, including the End User License Agreement (“EULA”) or Terms of Service (“TOS”) for the Intuit Services, which may be amended from time to time, to the extent applicable. As used herein, the term “Intuit Service(s)” means new releases, the Intuit products and online services provided to ProAdvisor including, without

limitation, QuickBooks Online Simple Start, QuickBooks Online Essentials and QuickBooks Online Plus, including content, updates, new releases specified by Intuit from time to time and all associated documentation including, but not limited to, the EULA and/or TOS applicable to such service (which EULA(s) and/or TOS are hereby incorporated into this Agreement by reference) (collectively the "Documentation").

2.3 As a member of the Program, ProAdvisor has the authority to refer Intuit Services to its clients along with ProAdvisor's value-added services as set forth in Exhibit A. Notwithstanding the foregoing, ProAdvisor, shall at their sole discretion, set the client pricing for Intuit Services and ProAdvisor's services. Notwithstanding anything to the contrary contained herein, ProAdvisor agrees that the resale of those Intuit Services consisting of software shall be by license only, and shall not include any right of sale, resale, ownership, or any related right. Distribution of any media (if any) containing Intuit software shall not include any right of sale, resale, or ownership of the Intuit software contained thereon. Under no circumstances may ProAdvisor acquire, permit the acquisition of or provide to end user customers any ownership rights in Intuit software or the Intuit Services.

2.4 Restrictions on Use. ProAdvisor agrees: (i) not to create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the source code, internal structure, file formats or other organization of the Intuit Services, or any part thereof, from any object code or information that may be made available to it, or aid, abet or permit others to do so save to the extent expressly permitted by applicable law and then on prior written notice to Intuit; (ii) not to remove any Intuit Services identification or notices of any proprietary or copyright restrictions from the Intuit Services or any support material and; (iii) not provide use of the Intuit Services in a computer time-sharing, online service, software-as-a-service, application service provider, online hosting or other similar business, rental or commercial timesharing arrangement; and (iv) to distribute, transfer, install and implement the Intuit Services to properly licensed end user customers only (and not to intermediaries that intend to transfer the Intuit Services to third parties) all with, and in compliance with, the Documentation. For the avoidance of doubt, ProAdvisor acknowledges and agrees that ProAdvisor is permitted to offer the Intuit Services to end user customers only, upon payment of appropriate end-user license and/or subscription fees payable to Intuit, and not to intermediaries (e.g. other resellers).

2.5 Modification. At any time and in Intuit's sole discretion, Intuit may modify any of the terms and conditions contained in this Agreement. If any modification is unacceptable to ProAdvisor, ProAdvisor's only recourse is to terminate this Agreement under clause 5.2.2 below. ProAdvisor's continued participation in the Program following Intuit's posting of a revised or new agreement or Member Guide will constitute binding acceptance of the modification.

2.6 Goods and Services Tax (GST). The price for the Intuit Services are subject to Goods and Service Tax (GST) wherever applicable. Please note that the (GST) refers to Singapore GST which is applicable for customers who reside in Singapore or have an address in Singapore.

3. CONDUCT OF BUSINESS; RIGHT TO INSPECT; AUTHORIZATION

3.1 Conduct of Business. ProAdvisor warrants and agrees:

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

3.1.2 To conduct its business and provide its services in full compliance with all applicable laws and regulations including, without limitation, any applicable codes of conduct, professional rules and regulations relating to the provision of accountancy services or membership of any professional body for the accountancy profession;

3.1.3 To conduct its business and provide its services in full compliance with all agreements ProAdvisor may have with Intuit, including but not limited to the related Intuit Services, EULAs or TOSs;

3.1.4 Not engage in deceptive, misleading or unethical practices; or make any statements, representations, warranties, or guarantees that are inconsistent with this Agreement, the Member Guide or the policies established by Intuit;

3.1.5 To provide support and services to its end user customers of a reasonable quality and integrity or at least to standard to be provided by a professional provider of accountancy and technology services;

3.1.6 To use best efforts to resolve any complaints or disputes with end user customers regarding ProAdvisor's services under the Program in a fair and timely manner. ProAdvisor agrees not to use or display any materials or content on ProAdvisor'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; and

3.1.7 To only recommend and sell or provide the Intuit Services to an end user customer where ProAdvisor reasonably believes that the Intuit Services are, in all the circumstances, the most appropriate service for the end user customer.

3.2 Right to Inspect. Intuit shall have the right to inspect ProAdvisor's (i) provision of support and services to end user customers under this Agreement; (ii) business premises; and (iii) Program-related materials in order to ensure ProAdvisor's full compliance with the terms and conditions of this Agreement. ProAdvisor shall cooperate fully with Intuit and shall provide Intuit immediate access to all requested ProAdvisor materials and to ProAdvisor's business premises in order to allow Intuit to exercise its right to inspect under this clause 3.2.

3.3 Authorization. ProAdvisor hereby authorizes Intuit and third parties authorized by Intuit to disclose and/or publish ProAdvisor information including, without limitation, ProAdvisor's name, address and other contact information, expertise profile and business profile in printed and/or electronic forms, in any medium.

4. ORDER RULES AND GUIDELINES

4.1 Rules and Guidelines. Orders shall be deemed eligible only where the orders are (i) for Intuit Services (ii) placed by ProAdvisor on the Intuit site, (iii) made by the end-user directly on the Intuit site, (iv) bundled with ProAdvisor's professional services, and (v) placed before November 27, 2015. In order to receive credit for the order, the ProAdvisor or end-user must submit the ProAdvisor "QuickBooks Company ID" to Intuit using the designated link available on the Intuit site before December 31, 2015.

4.2 Sales performance is measured on a quarterly basis ("Reporting Period").

4.3 Eligible compensation payments will be made to ProAdvisor approximately fifteen (15) days following the end of each quarter during the term period less any other fees or reduction for returns that Intuit is required by law to withhold

4.4 Upon termination, Intuit will pay ProAdvisor in accordance with Section 5.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall be effective upon the Effective Date, and shall remain in effect for so long as ProAdvisor is in full compliance with the terms of this Agreement or until cancelled or terminated as otherwise provided in this Agreement (the "Term").

5.2 Termination.

5.2.1 Intuit may terminate this Agreement for cause, immediately and without prior notice, in the event that: (i) ProAdvisor fails to perform any of ProAdvisor's obligations under this Agreement or is otherwise in default hereunder; (ii) Intuit, in its sole discretion, determines that ProAdvisor does not meet the Program criteria, as

determined by Intuit from time to time; or (iii) any conduct or proposed conduct of ProAdvisor exposes or threatens to expose Intuit to any liability or obligation including, without limitation, any obligation under federal, state or local law.

5.2.2 Either Party may terminate this Agreement without cause upon notification to the other Party. Termination shall be effective thirty (30) days following notification by either Party. Should Intuit determine to i) terminate this Program or ii) terminate the Agreement with ProAdvisor, Intuit shall pay ProAdvisor any monies due as set forth in Exhibit A.

5.3 Upon expiration or termination of this Agreement, regardless of the reason therefor: (i) all privileges and benefits of the Program granted to ProAdvisor will be immediately revoked; (ii) ProAdvisor shall immediately cease use of all Intuit trademarks, tradenames, copyrights and all Program material including, without limitation, Approved Materials and product box images (the "Intuit Images"), as those terms may be further defined in the Trademark Usage Guidelines or in the Member Guide; (iii) ProAdvisor shall promptly return to Intuit all Intuit confidential information or certify in writing that ProAdvisor has destroyed all such Intuit confidential information; (iv) all rights and licenses granted to ProAdvisor under this Agreement will immediately and automatically terminate; and (v) ProAdvisor will immediately discontinue representing that ProAdvisor is a Program participant and Intuit Services reseller.

6. DISCLAIMERS; LIMITATIONS OF LIABILITY

6.1 Disclaimers. INTUIT EXPRESSLY DISCLAIMS AND MAKES NO FURTHER REPRESENTATIONS AND OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM AND ANY SERVICES, AND THE PROGRAM AND SERVICES ARE PROVIDED TO PROADVISOR "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, SATISFACTORY QUALITY MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REASONABLE CARE AND SKILL.

6.2 Limitations Of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, INTUIT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROGRAM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR ANY DAMAGES OR SUMS PAID BY PROADVISOR 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 JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO PROADVISOR. 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 LESSER OF AMOUNTS RECEIVED BY INTUIT UNDER THIS AGREEMENT OR FIVE THOUSAND (\$5,000) SGD DOLLARS.

7. TRADEMARKS, TRADE NAMES AND COPYRIGHTS

7.1 ProAdvisor agrees to carefully follow the requirements set forth herein in order to ensure that all advertising, marketing, promotional, web and trade show materials conform to the following trademark usage guidelines (the "Trademark Usage Guidelines") so that customers are not confused as to the relationship between ProAdvisor and Intuit and so that end user customers receive a clear and consistent marketing message about Intuit Services.

7.2 During the term of this Agreement, Intuit hereby grants to licensee the limited, non-exclusive, non-sublicenseable,

revocable right and license to display the trademarks and logos (the "Intuit Marks") and Intuit images (the "Intuit Images"), solely for the purpose of, and in direct connection with, ProAdvisor's advertisement, promotion, sale, and licensing of such Intuit Services. All such advertisement, promotion, sale, and licensing must comply with this Agreement and the Trademark Usage Guidelines and the Member Guide, as may be modified by Intuit from time to time. For the avoidance of doubt, Intuit Images include, without limitation, the box art, the web site descriptions and get up of Intuit products and the Intuit Services.

7.3 ProAdvisor will include on each copy of any materials that it creates regarding or referring to Intuit Services, all trademark, copyright and other notices included by Intuit on Intuit Services or required to be so included by Intuit from time to time. The appropriate ownership legend must also be displayed at least once in any materials where the QuickBooks name is mentioned. Such legend must read as follows: "QuickBooks is a registered trademark of Intuit Inc." ProAdvisor agrees not to alter, erase, deface or obscure any such notice on anything provided by Intuit. The QuickBooks® trademark must appear with the "®" symbol directly next to the mark as shown.

7.4 ProAdvisor acknowledges that it has paid no consideration for the use of the Intuit Marks or Intuit Images, and nothing contained in this Agreement will give ProAdvisor any right or interest in any of them, except for the limited rights to display the Intuit Marks or Intuit Images in connection with the distribution of Intuit Services, during the Term, as set forth in this Agreement. ProAdvisor acknowledges that Intuit owns and retains all intellectual property rights in the Intuit Marks and Intuit Images, as well as in all Intuit Services, and 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, ProAdvisor will not register any mark, logo, trade name, ProAdvisor 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", "turbotax", "proadvisor", Mint, "gopay" or "gopayment (or phonetic equivalents)" (the "Intuit Names"). ProAdvisor further agrees that ProAdvisor will use all Intuit Services provided by Intuit strictly in accordance with the Terms of Service for such software and with all applicable laws including, without limitation, United States copyright laws. ProAdvisor 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. ProAdvisor further agrees not to affix any Intuit trademark, logo or trade name to any non-Intuit product or service. Any use of Intuit Marks, Intuit Images or other Intuit-owned names and logos as part of ProAdvisor's own source identifiers, or in a way that might create confusion with the Intuit Marks, Intuit Images or Intuit-owned names, is prohibited.

7.5 Upon expiration or termination of this Agreement, ProAdvisor will immediately cease all display, advertising and use of all Intuit Marks, Intuit Images and other Intuit-owned designations (including the Intuit name or the names of any Intuit Services) and will not thereafter use, advertise or display any name, mark or logo which is, or any part of which is, similar to or confusing with any such Intuit Marks, Intuit Images or other Intuit-owned designations associated with any Intuit Services.

7.6 Intuit reserves the right to object to any uses or misuses of the Intuit Marks which 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 ProAdvisor's participation in the Program. ProAdvisor agrees to reasonably cooperate without fee or 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 Intuit Names, upon request. ProAdvisor agrees to notify Intuit immediately in writing of any breach of Intuit's intellectual property rights that comes to ProAdvisor's attention.

7.7 Use of Intuit Images. ProAdvisor may use Intuit Images solely in connection with ProAdvisor's advertisement, promotion, sale, licensing, and distribution of the Intuit Services under this Agreement. When reproducing the Intuit Images, the only modification ProAdvisor is allowed to make is to resize the Intuit Images in exact proportion to their original height and width. No resampling or other attempted modification is allowed and no alteration, cropping or addition to the Intuit Images is permitted. The Intuit Images cannot be violated, adjusted, modified, altered or touched by any other text, images or graphics in any way, and there must be a border of space of at least 10 percent of the total height of each Intuit Image surrounding the Intuit Image on all sides, in every instance, where the Intuit Images appear. Additionally, in 4-color materials (e.g. not black and white or grayscale) and on web sites, the Intuit Images must appear in their original colors as is found on the Intuit website, from time to time.

7.8 Correctly Promote ProAdvisor's Membership in the Program. Upon ProAdvisor's enrollment into the Program under this Agreement, Intuit encourages ProAdvisor to inform and provide notice to its current and prospective end user customers of its membership in the Program, in accordance with this Agreement and all of the Trademark Guidelines listed herein. ProAdvisor can convey this information in its advertising, promotional materials, detailed brochures, sales materials and web sites ("Approved Materials"), but ProAdvisor agrees to only do this in a way that does not lead customers to believe that ProAdvisor is somehow an Intuit representative or employee, or that ProAdvisor is somehow "Officially Endorsed by", "Certified by", "Authorized by", or formally "Partnered" with Intuit beyond the designations supplied to ProAdvisor under this clause 6.8. Do not use the term "Intuit Reseller", "Intuit Partner", or any other description other than one of the following statements in ProAdvisor Approved Materials: "Member: Intuit® ProAdvisor Program"; or "Member of the Intuit® ProAdvisor Program"; or "Intuit® ProAdvisor"; or "Intuit® Cloud ProAdvisor".

7.9 No Inappropriate Content. Except as set forth herein or in the Member Guide, all uses of the Intuit Services names, Intuit Names, Program names or Intuit Marks are prohibited. ProAdvisor agrees 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 misusing or bringing into dispute or disrepute the Intuit Marks, Intuit Names or names or logos of Intuit Services or services.

7.10 Advertising and Marketing Guidelines. ProAdvisor must adhere to Trademark Usage Guidelines set forth above, in addition to the current published Advertising and Marketing Guidelines as referenced in the Member Guide.

8. PRIVACY

ProAdvisor can view Intuit's Privacy Statement provided with the Program and on the website for the Program. ProAdvisor agrees to the applicable Intuit Privacy Statement, and changes published by Intuit. ProAdvisor agrees that Intuit may use and maintain ProAdvisor's data according to the Intuit Privacy Statement, as part of the Program. ProAdvisor also give Intuit permission to aggregate ProAdvisor's non-personally identifiable data which ProAdvisor enters or upload with that of other users of the Program. For example, this means that Intuit may use that non-personally identifiable aggregated data to improve services, design promotions, or provide ways for ProAdvisor to compare business practices with other Program users. Intuit is a global ProAdvisor and you agree that Intuit may access or store personal information in, and transfer it to, multiple countries, including countries outside the European Economic Area or ProAdvisor's country.

9. CONFIDENTIALITY

As a member of the Program, ProAdvisor agrees that any information Intuit discloses to ProAdvisor, whether in oral or written form, and that is identified by Intuit as confidential or proprietary, or is otherwise not generally available to the public, shall be deemed confidential information and ProAdvisor will not disclose such confidential information to any employees who do not have a specific need to use such information or to any other third party without Intuit's prior written consent. ProAdvisor acknowledges that the unauthorized disclosure or use of Intuit confidential information will cause irreparable harm to Intuit, and ProAdvisor agrees that, upon the written request of Intuit,

ProAdvisor will return to Intuit, or permanently destroy, any confidential information ProAdvisor has received in writing or other tangible form from Intuit. In the event of violation of this clause 8, ProAdvisor agrees that Intuit will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Intuit may have.

10. GENERAL.

10.1 ProAdvisor in Good Standing. ProAdvisor shall at all times during the term of the Agreement meet the criteria listed in the Agreement and the Member Guide or be subject to removal from the Program upon the sole discretion of Intuit.

10.2 Assignment. ProAdvisor may not sell, transfer or assign this Agreement, in whole or in part, or any of the rights hereunder, unless ProAdvisor obtains the prior written consent of Intuit. Any such purported assignment or transfer shall be deemed a material breach of this Agreement and shall be null and void. This Agreement is freely assignable by Intuit and will be for the benefit of Intuit's successors and assignees.

10.3 Notices. Except as otherwise stated herein, all notices specified in this Agreement shall be sent by certified mail return receipt requested, commercial carrier, confirmed facsimile, or confirmed email and shall be considered effective upon receipt by the applicable Party as follows:

Intuit Singapore Pte Ltd
12 Marina View
#06-01 Asia Square Tower 2
Singapore 018961

or such other address as either Party may notify the other by way of notice in accordance with this provision.

10.4 Survival. The provisions of this Agreement including clauses [2.4, 5, 6, 9, and 10], 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, howsoever caused.

10.5 Non-Waiver. No waiver of any right or remedy on one occasion by either Party will be deemed a waiver of such right or remedy on any other occasion. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Intuit.

10.6 Severability. If any court of law, having jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of this Agreement. The remaining terms will be valid and enforceable, unless Intuit determines in its discretion that the court's determination causes this Agreement to fail in its essential purpose.

10.7 Governing Law and Arbitration. This Agreement will be governed by the laws of the Singapore, without regard to its conflicts of law principles. Notwithstanding the foregoing, you acknowledge that your breach (or an apprehension of breach) of any provisions of this Agreement, or any infringement (or apprehension of infringement) of Intuit's or its ProAdvisor's intellectual property rights may cause Intuit irreparable damage for which recovery of money damages would be inadequate. Accordingly, you agree that Intuit shall be entitled, in addition to any other remedies available to it, to seek (in any court of competent jurisdiction, notwithstanding the previous sentence) any relief (whether equitable or otherwise) to prevent or restrain any such breach or apprehended breach by you or otherwise to protect Intuit's rights under this Agreement.

Any dispute arising out of this Agreement shall be referred to and finally resolved by binding arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration shall be

conducted by a single arbitrator selected by mutual agreement of the parties. If the parties are unable to agree on a single arbitrator, each party will select one arbitrator and the two arbitrators will appoint a third arbitrator.

Intuit does not represent that the Services and/or content within the Services is appropriate or available for use in all jurisdictions or countries. Intuit prohibits accessing content from within countries or states where such content is illegal. You are responsible for compliance with all applicable laws pertaining to your use and access to the Services in your jurisdiction.

10.8 Consumer Protection Act 1999 ("CPA"). Notwithstanding governing law of this Agreement being that of the Laws of the Singapore, such choice of law will not deprive a business or consumer in Malaysia of the mandatory protection afforded to them by the Malaysian Consumer Protection Act 1999 ("CPA").

10.9 Independent Relationship. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between Intuit and ProAdvisor. Neither Intuit nor ProAdvisor 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.

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

10.11 Compliance with Laws. ProAdvisor agrees, represents, and warrants that it and its agents, subcontractors, and employees shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of the Agreement, including the procurement of permits and certificates and the submission of any reports or filings. ProAdvisor also agrees to indemnify and hold harmless Intuit from and against all claims that may be sustained by Intuit from ProAdvisor's failure to comply with such laws, ordinances, and the like.

10.12 No Export. You acknowledge that the services, including the mobile application, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

10.13 Language. Any translation of this Agreement is done for local requirements, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. The Parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

10.14 Time of the Essence. Any times, dates or periods specified in the agreement may be extended or altered by agreement in writing between the parties. However, time shall not be of the essence except where it is expressly stated to apply.

10.15 Further Assurance. Each party shall at the cost and expense of the other party use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under this Agreement.

10.16 Entire Agreement. This Agreement, including the Member Guide and the Exhibits, constitutes the entire agreement between ProAdvisor and Intuit, which may be changed from time to time by Intuit in its sole discretion and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, 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 ProAdvisor. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the terms of Exhibit A, the terms of Exhibit A shall apply. Each party confirms that it has not relied upon any statement, representation or understanding that is not an express term of this Agreement and shall not

have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.

Exhibit A: Intuit Services and Pricing

1. INTUIT SERVICES

Online version of the following products shall be deemed the "Intuit Services": QuickBooks Online Simple Start, Essentials, and Plus

2. INTUIT SERVICES AND PRICING

2.1 Intuit Services Subscription Pricing: Effective November 27, 2015 and during the Term of this Agreement, new clients of ProAdvisor shall be entitled to a 50% off Intuit Services discount off the then current direct price charged by Intuit to the general public to use the Intuit Services, as established by Intuit from time to time in its sole discretion, starting from date of enrollment. After the Agreement is terminated or expires, clients of ProAdvisor will be charged at the then-current fee for the Intuit service(s) selected. If Intuit Services are added or removed fees will be adjusted accordingly. Clients of ProAdvisor cannot combine this 50% off Intuit Services discount with any other offers. Offer valid for new Intuit Services' customers only.

For each new customer that signed up prior to November 27, 2015, Intuit will pay ProAdvisor thirty five percent (35%) of Net Revenues (defined below) for QuickBooks Online Simple Start, QuickBooks Online Essentials and QuickBooks Online Plus, or otherwise is directly referred by ProAdvisor to Intuit and not already an existing Intuit customer. In order to receive credit for the order, the ProAdvisor or end-user must submit the ProAdvisor "QuickBooks Company ID" to Intuit using the designated link available on the Intuit site before December 31, 2015.

Net Revenues are the then-current subscription list price for the Intuit Services paid to Intuit, exclusive of taxes, billing fees, refunds and returns.

Net Revenues do not include any other fees beyond monthly subscription revenues, such as training/onboarding fees, or affiliate membership fees paid by the customer to Intuit.

Revenue Share will be tracked via a referral code, transparent to the customer. If the customer was already a QuickBooks Online Essentials and QuickBooks Online Plus customer), the Revenue Share will not apply.

Intuit Services	Referral Incentive in effect before November 27, 2015	Discount Percentage in effect after November 27, 2015
QuickBooks Simple Start	35%	50%
QuickBooks Essentials	35%	50%
QuickBooks Plus	35%	50%

2.2. Taxes: All Product prices hereunder are exclusive of taxes. ProAdvisor shall pay all applicable taxes. During the term of the Agreement, ProAdvisor shall indemnify, reimburse and hold Intuit harmless from any and all expenses or costs incurred by Intuit in the event ProAdvisor does not pay the applicable taxes.

2.3 Upon termination of the Agreement, ProAdvisor and its clients will not be eligible for any discounts or optional incentives set forth in this Exhibit, additional renewal or referral payments, and clients of ProAdvisor will be automatically be charged at the then-current fee for the Intuit service(s) selected.

2.4 Competitive Products. If ProAdvisor markets products or services that are competitive to the Intuit Services, ProAdvisor agrees to place an Intuit Link, banners, and any other content identifying Intuit and/or describing the Intuit Services in a location and in a manner on ProAdvisor site that is no less prominent than the location and manner in which ProAdvisor places similar content promoting the competitive products or services.

3. OPTIONAL INCENTIVES

3.1 At Intuits discretion, Intuit may elect during the Term of this Agreement to provide additional incentives to the ProAdvisor which may include:

- Free program membership to accountants, bookkeepers and business consultants with a public practice.
- Free ProAdvisor certification training
- Upon completion of ProAdvisor certification, one free version of the QuickBooks Online Plus (Limited to 1 per Company)

Last Updated: 24 November 2015