

ANNEX A

GENERAL TERMS AND CONDITIONS OF CHANNEL PARTNER AGREEMENT

DEFINITIONS: Unless the context clearly requires otherwise, each of the following terms, when used herein with capitals, shall have the meaning set forth for such term below:

“POTENTIALS” means, Any possible sale not yet in existence obtained by, but not limited to, reference, hot lead, public announcement, direct engagement, cold call.

“CUSTOMER” means, the party who makes use of or receives the final goods or services

“PRODUCTS” means, deliverable products from INTUIT which include ,and not limited to, hardwares, softwares, support services, consulting services, training services and each product is govern by its own individual terms and conditions.

1. RESALE OF THE PRODUCTS

- 1.1. NATURE OF APPOINTMENT: PARTNER understands that, subject to SECTION 1.3, this agreement is non-exclusive and that INTUIT reserves the right to establish other means of distribution, appoints other PARTNERS and /or use its own direct sales personnel to identify, promote and sale potentials. Similarly, INTUIT understands that PARTNER may market, sell and distribute services similar or identical to the PRODUCTS , whether provided directly by PARTNER or a third party.
- 1.2. INTUIT RIGHTS: Nothing in this Agreement will be construed in any way to limit INTUIT’s right to do either or both of the following at any time in INTUIT’s sole discretion: (i) reject or terminate the subscriptions of any PARTNER that is in violation of the applicable terms of service and/or (ii) subject to SECTION 1.1, enter into arrangements of any kind whatsoever with other parties regarding the marketing and distribution of the PRODUCTS .
- 1.3. PARTNER RIGHTS: Nothing in this Agreement will be construed in any way to limit the PARTNER’s right to enter into similar or dissimilar contracts with third parties regarding similar PRODUCTS .
- 1.4. ADDITIONAL PRODUCTS : INTUIT may develop and offer at its sole discretion for resale by PARTNER, other PRODUCTS that enhance or complement the PRODUCT . PARTNER will have the option, but not the obligation to resale these PRODUCTS .

2. LEGAL STATUS OF THE PARTNER

- 2.1. The PARTNER shall have the legal status of an independent PARTNER vis-à-vis INTUIT, and shall not be regarded, for any purpose, as being a staff member of INTUIT. Accordingly, nothing within or relating to this Agreement shall establish the relationship of employer and employee.
- 2.2. The PARTNER has no authority or other right under the terms and conditions of this Agreement to enter into any legal or financial commitment or incur any obligations on behalf of INTUIT.
- 2.3. Upon PARTNER's request INTUIT will issue a 'Letter of Authorisation' to support PARTNER.
- 2.4. All contract with Customer will be signed by PARTNER unless PARTNER requests to 'park' the individual potential under INTUIT, in which the PARTNER will remain as the forefront but act on behalf of INTUIT and her code of business conduct.

3. RIGHTS AND OBLIGATIONS OF THE INDIVIDUAL PARTNER

- 3.1. The PARTNER shall be solely liable for claims by third parties arising from the PARTNER'S own negligent acts or omissions in the course of performing this Agreement, and the PARTNER shall indemnify INTUIT from any such claims.
- 3.2. The PARTNER must comply with applicable legal requirements of all relevant venues (e.g. country of origin, country of residence, country(ies) where services are performed), including but not limited to those on taxation, licences, work permits, visas.
- 3.3. INTUIT will not contact or take over the potential and/or award other PARTNER if the current PARTNER can provide evidence that the potential was locked by PARTNER first. In cases of dispute INTUIT and PARTNER will discuss and come up with a suitable solution to benefit all. The rule of thumb in these discussions will be that customer satisfaction will take precedence.
- 3.4. The locked case protection will end after the deliverables have been met, it is up to the PARTNER to keep good relations with customer to ensure customer will select PARTNER to deliver future engagements. This ruling will encourage pro-active client relationship.
- 3.5. INTUIT and PARTNER will conduct monthly progress meetings in which but not limited to POTENTIALS and their respective locked statuses are to be discussed. This will ensure constant activity towards POTENTIALS.
- 3.6. If there is no activity from PARTNER pertaining a POTENTIAL for a period of 1 Month from the date of lock the agreement as subject to SECTION 3.3 will be void.

4. PRICING, BILLING and PAYMENTS

- 4.1. INTUIT practise fair distribution of prices. Discounts is not an obligation and/or an automatism. Standard pricing will be distributed particularly in POTENTIALS such as projects or tenders , may it be open or close, whereby there could be one or more PARTNERS participating.
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- 4.2. INTUIT will quote PARTNER the best-price which is **non-negotiable**. The PARTNER is free to top up any margin seen fit.
- 4.3. INTUIT will invoice the PARTNER and it is the responsibility of the PARTNER to invoice and collect payment from the CUSTOMER.
- 4.4. INTUIT will oblige to the payment terms as per individual sale

5. TERMINATION

- 5.1. BREACH OF TERMS: Notwithstanding any article, INTUIT shall have the right to terminate this Agreement with immediate effect by giving written notice to the PARTNER if the PARTNER is found to be in breach of any of its terms and conditions.
- 5.2. MUTUAL AGREEMENT: This agreement can be terminated upon mutual agreement by both parties and with a 30 day written notice period to either party. The termination can be initiated by either party without stating reason. Any objection raise by either party should be resolved by both parties before mutually agreed to terminate the agreement.
- 5.3. COSTS: Any costs incurred by INTUIT resulting from and/or in connection with the termination of this Agreement by the PARTNER or by INTUIT due to the PARTNER breach of this Agreement may be deducted from any amount otherwise due to the PARTNER from INTUIT.
- 5.4. HONOR: In the event of termination of this Agreement the PARTIES will honour and complete all transactions under SECTION 5.2, transfer of all communication (e.g. emails, documents - such as directly related agreements, contracts, minutes of meeting, invoices, receipts)

6. UNSATISFACTORY OR INCOMPLETE SERVICES

- 6.1. In the event that the services performed by the PARTNER are unsatisfactory, incomplete or otherwise not in accordance with this Agreement, INTUIT reserves the right, as appropriate, to suspend the Agreement, to request that they be corrected or modified or to refuse to accept the services. In such cases, payment may be on a pro rate basis in consideration of the services performed to the satisfaction of INTUIT. Any costs incurred by INTUIT resulting from and/or in connection with the unsatisfactory or incomplete services and/or services that are otherwise not in accordance with this agreement may be deducted from any amount otherwise due to the PARTNER from INTUIT.

7. INTELLECTUAL PROPERTY, TITLE RIGHTS, COPYRIGHT, PATENTS, ETC

- 7.1. INTUIT: All INTUIT's intellectual property, including without limitation, the INTUIT trade name, trademarks, copyrights and processes (collectively "INTUIT intellectual Property") will remain

the property of INTUIT. Nothing contained in this Agreement shall be deemed to be a license or assignment of any INTUIT intellectual property to PARTNER.

7.2. PARTNER: All PARTNER's intellectual property will remain the property of the PARTNER.

7.3. NEW MATERIALS: The title right, copyrights, patents and all other rights of whatever nature in any material produced under the provision of this Agreement shall be vested exclusively with the appropriate funding source.

8. SERVICES TO PARTNER

8.1. SERVICES TO PARTNER: INTUIT shall provide the following services to PARTNER

8.1.1. Proposal and Quotations

8.1.1.1. All Proposals and Quotations from INTUIT to PARTNER will be Free OF Charge

8.1.2. Implementation

8.1.2.1. All Implementation tasks as defined in the Proposals and/or Quotations to PARTNER must be awarded to INTUIT.

8.1.3. Promotional Materials

8.1.3.1. To Support PARTNER efforts, INTUIT shall prepare and disseminate printed or electronic copies of the Promotional Materials. INTUIT reserves the right to limit the volume without charge. INTUIT grants the non-exclusive rights to reproduce, distribute and display any material provided by INTUIT provided that PARTNER will cause all copies to contain the same as the original.

8.1.3.2. If materials are unfit (i.e. out-of-date) INTUIT requires that PARTNER to discontinue reproduction and usage of those materials upon written notice from INTUIT. INTUIT will make effort to make available the then-current version of materials.

8.1.4. Training

8.1.4.1. To Support the PARTNER in her selling, INTUIT shall train the PARTNER sales staff to ensure the knowledge of the provided PRODUCTS is up-to-date.

8.1.5. Support

8.1.5.1. **PARTNER:** The PARTNER is responsible for all interaction with its potentials and customers which shall include, but not limited to, the following:

- (i) SALES SUPPORT: PARTNER will provide sales support to customer in a diligent manner

- (ii) **SERVICE SUPPORT:** If PARTNER is not able to sufficiently address the customer support request because of its technical nature, PARTNER may request assistance from INTUIT as provided in the Agreement of the individual sale. (e.g. Support issues arising during actual Project Implementation, Project warranty periods, pre-defined and or ad-hoc post sales support)

8.1.5.2 **PARTNER'S COMMITMENT:** PARTNER should fulfil the commitment as listed in ANNEX B as part of PARTNER's effort to make this partnership a success.

9. DISCLOSURE

9.1. INTUIT and PARTNER: All communications pertaining business issues between INTUIT and PARTNER (being formal or informal) are confidential and not for use or disclosure outside of INTUIT and PARTNER except under written permission

9.2. REMAINING: There will be a strict no disclosure policy of any communication other than the one stipulated by and effective for each individual potential, project and/or others.

ANNEX B

PARTNER'S COMMITMENT TO THE PARTNERSHIP AGREEMENT

1. PARTNER commitment to develop **2 (two)** opportunities a month. Opportunity is defined as an occasion when a presentation and/or a demonstration is done for a prospective customer.
2. PARTNER commitment to have human resource (sales and/or technical) to build the business.
3. PARTNER allows Intuit direct access to the human resource for purpose of assisting, planning and conducting business development activities.
4. PARTNER commitment to attend training, workshops as and when organized by Intuit.
5. PARTNER commitment to include Intuit's solutions as one of their key product portfolio.
6. PARTNER commitment to have a go-to-market plan. This plan can be jointly developed with Intuit.
7. PARTNER commitment to the **UP-TO-SPEED** Program as listed below:
 - (a) Develop a 6 months go-to-market plan within the 2 weeks of signing the partnership agreement. The plan can be developed individually or jointly with Intuit
 - (b) Attend the next available Partner Event, if have not attended.
 - (c) Organize a Product and Sales training for PARTNER's sales personnel within 4 weeks of signing the partnership agreement.
 - (d) A monthly progress meeting with Intuit for the first 3 months of partnership agreement.
 - (e) A Performance Progress meeting with Intuit every 3 months or as and when organized by Intuit.