

New Jersey Society of Certified Public Accountants Member Benefit Agreement

This Agreement is entered into as of Month DD, YYYY (the “Effective Date”) by and between the NEW JERSEY SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS (“NJCPA”), a nonprofit corporation, having its principal place of business in ROSELAND, NEW JERSEY and VENDOR COMPANY (“Reference Name”), a [type of business] having its principal place of business in LOCATION.

Definitions

When used in this Agreement,

- (a) “Agreement” means this agreement [and any attached schedules].
- (b) “NJCPA Member” means Fellow, Associate, Student, or CPA Candidate who has fulfilled the obligations of NJCPA Membership.
- (c) “PRODUCT/PROGRAM” means NJCPA Members are entitled to [description of VENDOR PRODUCT/PROGRAM].

Term of Agreement

The initial term of this Agreement shall be for a period of one-year beginning [Effective Date]. During this period, all conditions of this Agreement shall remain in force, without change. This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

At the conclusion of the initial year both parties may renew the Agreement with any agreed upon amendments.

Royalties

During the term of this Agreement, VENDOR will pay royalties to NJCPA with backup documentation substantiating the Royalty due. Royalties will be paid according to [example: the provisions/scale in Addendum C]. VENDOR will pay royalties on a [at least quarterly] basis. A 12% annual interest rate will apply if Royalties are not paid within 60 days of the close of each quarterly period. In the event NJCPA is forced to institute legal proceedings to collect royalties, VENDOR will pay all reasonable costs of collection. NJCPA will have the right to audit and request additional documentation to verify the accuracy of the royalty calculation.

Responsibilities of NJCPA

- a. NJCPA shall have the right of prior approval of all VENDOR and solicitation materials which contain NJCPA’s name, trademark or logo; such approval shall not be unreasonably withheld or delayed.
- b. NJCPA authorizes VENDOR to solicit its Members by mail, direct promotion, and/or advertisements for purchase of VENDOR Product. At no time will phone numbers or email addresses be distributed by the NJCPA to VENDOR.
- c. Upon the request of VENDOR, NJCPA shall provide VENDOR’s third-party mailing house, (for a one time use only) with its mailing list for marketing purposes not more than four (2) times per year, once the VENDOR and third-party mailing house have completed the NJCPA List Usage Agreement.

- d. NJCPA hereby grants the VENDOR a limited license to use the NJCPA trademark or logo in conjunction with the promotion of the PRODUCT/PROGRAM.
- e. NJCPA agrees to list VENDOR's PRODUCT/PROGRAM with other NJCPA member services in NJCPA publications and communications vehicles of its choice, including but not limited to New Jersey CPA, Connect, Pulse, and www.NJCPA.org.
- f. NJCPA participation does not imply an exclusive endorsement of VENDOR PRODUCT/PROGRAM.

Responsibilities of VENDOR

- a. VENDOR shall design all advertising, solicitation and promotional materials with regard to the PRODUCT/PROGRAM. NJCPA reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the PRODUCT/PROGRAM.
- b. In the event of a mailing, VENDOR shall bear all costs of producing materials and mailing PRODUCT/PROGRAM.
- c. VENDOR has the option to use the mailing lists provided by NJCPA consistent with this Agreement, as well as the NJCPA Mailing List Usage Agreement, and shall not permit those entities handling these mailing lists to use them for any other purpose. These mailing lists are to be sent to VENDOR'S mailing house for a one-time use after completing NJCPA Mailing List Usage Agreement. These mailing lists are and shall remain the sole property of NJCPA. However, VENDOR may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of VENDOR's own files and VENDOR shall be entitled to use this information for any purpose. VENDOR will not use this separate information in a manner that would imply endorsement by NJCPA.
- d. VENDOR agrees to promote the PRODUCT/PROGRAM to NJCPA members by spending a minimum of \$5,000 with NJCPA or by offering services/product to NJCPA that total \$5,000. Promotional vehicles include, but are not limited to, display advertising in New Jersey CPA; advertising on www.NJCPA.org, classified advertising in www.NJCPA.org; participating as an exhibitor or sponsor at the NJCPA New Jersey Convention, Chapter Events or NJCPA events.
- e. VENDOR agrees that the cost of any promotional mailings to NJCPA members is not included in the \$5,000 advertising/sponsorship minimum and is at the expense of VENDOR.
- f. VENDOR agrees that all Member inquiries or purchases shall be handled by VENDOR, specifically trained on VENDOR's customer service and billing.
- g. VENDOR agrees that NJCPA is not responsible if a Member fails to comply with VENDOR/Member account agreement.
- h. VENDOR agrees to provide the NJCPA with their counts of number of members who have participated in the PRODUCT/PROGRAM. Counts should be provided on a quarterly basis.
- i. VENDOR shall create a special landing page, exclusively for NJCPA members for NJCPA website.
- j. VENDOR agrees that all Member inquiries or purchases shall be handled by VENDOR-employed Sales Agents, specifically trained on VENDOR customer service and billing.
- k. VENDOR agrees to include the NJCPA Member Service Provider logo on any promotional material, any website developed exclusively for member use, advertising for NJCPA or other publications or signage at NJCPA or other events where the PRODUCT/PROGRAM is being promoted.

Termination

- a. In the event of any material breach of this Agreement by VENDOR or NJCPA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of the notice (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.
- b. Upon termination of the Agreement, Vendor shall cease to use NJCPA trademarks or logos. VENDOR agrees that upon such termination it will not claim any right, title or interest in or to the trademarks or the mailing

lists provided pursuant to this Agreement. However, VENDOR may conclude all solicitation that is required by law.

- c. Upon termination of the Agreement, VENDOR shall return any information, lists, or materials provided by NJCPA and verify in writing that VENDOR does not have in their possession, custody or control and confidential or proprietary information.

Confidentiality of Agreement

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party, prior to, contemporaneously with, or subsequent to, the execution of this Agreement are confidential as of the date of disclosure. Such information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. VENDOR and NJCPA shall be permitted to disclose such terms (a) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said person agree to treat the information as confidential in the above described manner and (b) as required by law or by any governmental regulatory authority.

Mutual Indemnification

VENDOR and NJCPA agree to indemnify and hold each other, and the other’s officers, directors and employees, harmless against any and all liabilities, costs, claims and expenses, including reasonable attorney’s fees, arising out of or relating to the other’s performance under this Agreement.

Miscellaneous Information

Governing Law

This agreement is governed by the laws of the State of New Jersey. The parties to this agreement agree to first negotiate in good faith to resolve any disagreements. If such negotiations fail, the parties agree that any controversy or claim arising out of or relating to this agreement shall be resolved by arbitration before a single arbitrator in Essex County, New Jersey and any judgment on the award rendered by the arbitrator may be entered in any Court having jurisdiction over the parties.

Limitation of Liability

Neither party shall be liable for any special or consequential damages or loss of profits occasioned by any breach of the terms of the Agreement.

Notice

All notices given under this Agreement shall be sufficient if in writing and delivered to the party to be notified addressed as set forth below, postage prepaid, registered or certified mail.

If to VENDOR
 Vendor Name
 Attn:
 Title
 Address
 Phone

If to NJCPA
 New Jersey Society of CPAs
 Attn: Don Meyer
 Chief Marketing Officer
 105 Eisenhower Parkway, Suite 300
 Roseland, NJ 07068
 Phone: 973-226-4494

In Witness Whereof, each party hereto, by its representative has duly executed this Agreement as of the date first written above, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Agreement for and on behalf of such party.

VENDOR

New Jersey Society of CPAs

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____