

TERMS OF USE

ACCOUNTING PROFESSIONAL JOINING THE VIRTUAL PARTNER COMMUNITY

Updated 6/22/2019

Agreement and Acceptance of Terms

This Terms of Use Agreement, along with any exhibits or amendments to this Agreement, (this “Agreement”) sets forth the terms and conditions under which FINSYNC, Inc. (“FINSYNC”) admits you (“you” or “Accounting Professional”) as a member of the FINSYNC virtual partner community (the “FINSYNC Partner”).

Accounting Professional understands that:

By accepting this Agreement, or by using the services provided by FINSYNC, Accounting Professional represents that Accounting Professional has the capacity to be and agrees to be bound by this Agreement.

Accounting Professional will not have access to the service if Accounting Professional does not agree to all the terms of this Agreement and any future amendments.

Description of Services

FINSYNC provides online cash flow management, accounting, financing and payroll software (the “Software”) to businesses plus virtual assistance through a concierge service that uses a needs-based analysis to match businesses with accounting professionals (the “Concierge Service” and, together with the Software, the “FINSYNC Service”);

Accounting Professional is in the business of providing accounting and other services to third parties (collectively, the “Professional Services”);

Accounting Professional has caused, or has, or will enter into FINSYNC’s database (the “Accountant’s Portal”) the Professional Services able to be performed by the Accounting Professional along with a range of fees, and will continue to maintain and update such Professional Services and range of fees in the Accountant’s Portal; and

Each party desires to enter into this Agreement so that FINSYNC, through the Concierge Service and the Accountant’s Portal, can refer the Accounting Professional to businesses (“Clients”) in need of the Professional Services, so that the Accounting Professional can refer FINSYNC to businesses in need of the Software, and to provide a source of revenue for referrals (the “Revenue Share”).

Accounting Professional Promotion

FINSYNC will use commercially reasonable efforts to refer Clients to the Accounting Professional when, in FINSYNC’s discretion, the needs, budget, availability and expectations of such Clients align with the Professional Services maintained by the Accounting Professional in the Accountant’s Portal.

The Accounting Professional will have the option of enabling a marketing landing page as an extension of the FINSYNC website in addition to other co-branded material and promotional codes, after the Accounting Professional has referred one or more businesses to FINSYNC who have subscribed to and reported success with the Software and the Professional Services.

FINSYNC Promotion

The Accounting Professional will use commercially reasonable efforts to refer businesses in need of the Software to FINSYNC.

Customer Support

FINSYNC is responsible for all customer support-related matters regarding the FINSYNC Service, and the Accounting Professional is responsible for all customer support-related matters regarding the Professional Services.

High Client Expectations

The Accounting Professional acknowledges and agrees that the Clients that seek to be matched with the Accounting Professional through FINSYNC have high expectations with respect to the Professional Services to be provided by the Accounting Professional. As such, the Accounting Professional shall use its commercially reasonable efforts to provide the Professional Services in a timely and ethical manner, and in a manner that meets or exceeds industry standards.

Publicity

The Accounting Professional will have permission to use FINSYNC's name, logo and other marketing materials in an effort to acquire new Clients and FINSYNC will have permission to use the Accounting Professional's name and logo to refer Clients to the Accounting Professional. Each party shall comply in all respects with the other party's brand policies and standards before using such party's logos and other trademarks in public.

Statement of Work

The Accounting Professional will provide the Professional Services to Clients pursuant to a statement of work ("SOW") entered into between the Accounting Professional and the Client. Promptly following FINSYNC's matching of a Client to the Accounting Professional through its Concierge Service, the Accounting Professional shall submit a SOW to FINSYNC, which, after including the fee for the Professional Services, as adjusted with its Revenue Share (as set forth below), FINSYNC will provide to the Client through the Accountant's Portal. The Accounting Professional acknowledges and agrees that FINSYNC's Revenue Share (as set forth below) shall be incorporated into fees set forth in the SOW.

Customer Billing

FINSYNC is responsible for all billing for the FINSYNC Service. FINSYNC will bill the Professional Services performed pursuant to each SOW through the Accountant's Portal and will promptly remit any payments received (less FINSYNC's Revenue Share as set forth below) to the Accounting Professional following receipt from the Client.

Revenue Share to FINSYNC

FINSYNC will receive as a Revenue Share the difference between the Accounting Professional's fees for the Professional Services and the fee charged to the Client for such Professional Services as set forth on the applicable SOW.

Revenue Sharing to the Accounting Professional

After Accounting Professional has referred one customer who subscribes to the Software, Accounting Professional will be presented a revenue share agreement that will provide Accounting Professional a source of revenue on subscription fees and any applicable transaction, payroll processing and financing fees.

Confidential Information

"Confidential Information" means all information that is confidential, proprietary or non-public personal information provided by one party (the "disclosing party") to the other party (the "receiving party") for use in connection with this Agreement but does not include (i) information the receiving party already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes the terms of this Agreement; non-public personal or financial information relating to a party's employees, customers or clients; all trade secrets, processes, proprietary data, information or documentation, or any pricing or product information the disclosing party provides to the receiving party.

Protection of Confidential Information

Each party shall hold and deal with in strict confidentiality the Confidential Information of the other party. Each party shall establish administrative, technical and physical safeguards and adopt the following measures to protect the confidentiality of Confidential Information of the other party: (i) hold all Confidential Information in the strictest of confidence; (ii) safeguard all Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own Confidential Information of a similar nature, which necessarily includes the care required by applicable law; (iii) insure the security of Confidential Information; (iv) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; and (v) protect against unauthorized access to or use of Confidential Information that would result in substantial harm or inconvenience to either party. Neither party shall use, or assist or permit another party to use, any of the other party's Confidential Information for any purposes other than the performance of its duties hereunder.

Nondisclosure

All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no event less than a reasonable degree of care, discretion and diligence. Without limiting the generality of the foregoing sentence, neither part shall disclose any

Confidential Information that is non-public personal information to any third party, except as required in the performance of such party's obligations under this Agreement. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep the information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate to respond to any summons or subpoena or in connection with any litigation, and (iii) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession.

Termination for Convenience

Each party may terminate this Agreement by sending written notice of termination to an officer of the other party no less than ninety (90) days prior to the termination date; provided, however, that this Agreement shall remain in effect with respect to any SOW until such time as the SOW is no longer in effect. Any right or obligation of the Parties or provision in this Agreement which, by its express terms is to survive termination of this Agreement, will survive any such termination.

Termination for Breach

This Agreement may be terminated by either party at any time upon thirty (30) days prior written notice in the event of a material breach of this Agreement by the other party; provided, however, that if such breaching party shall within the foregoing thirty (30) day period cure such breach, then such notice of termination shall be of no effect. Any right or obligation of the Parties or provision in this Agreement which, by its express terms is to survive termination of this Agreement, will survive any such termination.

Effect of Termination

Upon termination of this Agreement for any reason, both parties shall no longer engage in any referral or marketing activities as described above and to the extent possible, remove materials from digital publications.

Compliance with Applicable Law

FINSYNC and the Accounting Professional shall comply with all applicable federal, state and local laws in connection with the performance of their respective obligations under this Agreement.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

Non-Exclusivity

The relationship created by this Agreement is non-exclusive, and no market or geographic exclusivity is granted to either party. Other than as set forth herein, under no circumstances shall this Agreement limit the right of the parties to solicit third parties, offer products, or market any products or services of third parties.

Relationship of the Parties

The Accounting Professional acknowledges and agrees that the Accounting Professional is an independent contractor of FINSYNC, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between the Accounting Professional and FINSYNC for any purpose. The Accounting Professional has no authority (and the Accounting Professional shall not hold itself out as having authority) to bind FINSYNC and shall not make any agreements or representations on FINSYNC's behalf without FINSYNC's prior written consent.

Non-Direct Solicitation

The Accounting Professional acknowledges and agrees that the Accounting Professional shall be prohibited from providing the Professional Services or any other services to Clients referred to the Accounting Professional by FINSYNC other than through the Accountant's Portal and pursuant to the terms of this Agreement.

Exclusivity

Without the prior written consent of FINSYNC, the Accounting Professional shall not offer, market or promote to any Client, who is using or desiring to use the Software, any product or solution that is competitive with the Software. To avoid confusion, this statement shall mean, if FINSYNC refers Accounting Professional a Client who is or wants to use the Software, Accounting Professional shall not suggest a competing solution without first seeking written consent from FINSYNC.

Assignment

This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors in interest and assigns. If this Agreement is assigned, the assignee shall agree to be bound by the provisions of this Agreement. Either party to this Agreement may assign this Agreement (including by operation of law or through a merger or similar change of control transaction) without the prior written consent of the other party.

Amendment

The parties may add additional terms to this Agreement including additional programs, promotions and revenue sharing opportunities that are customary for promotions of this nature, including but not limited to those related to custom software development, working with bank partners, creating new markets, by incorporating additional terms and conditions in one or more Addenda to this Agreement signed by both parties.

Indemnification by FINSYNC

FINSYNC shall defend, indemnify and hold the Accounting Professional harmless from and against any claims made against the Accounting Professional by third parties which are attributable to or arise from: (i) a breach by FINSYNC of any covenant, obligation or other provision under this Agreement; (ii) FINSYNC's violation of any applicable law; (iii) infringement of intellectual property rights, contract rights or tort rights (including the right of publicity or right of privacy) of any third party; and (iv) any act or omission of FINSYNC including, without limitation, any acts or

omissions relating to customer privacy, applicable law, appropriate approvals and licenses, and FINSYNC agrees to promptly pay and fully satisfy any and all losses, judgments or expenses, including, without limitation, costs of settlement, reasonable attorneys' fees, accounting fees, expert costs and fees, incurred or sustained by the Accounting Professional as a result of any claims.

Indemnification by the Accounting Professional

The Accounting Professional shall defend, indemnify and hold FINSYNC harmless from and against any claims made against FINSYNC by third parties which are attributable to or arise from: (i) a breach by the Accounting Professional of any covenant, obligation or other provision under this Agreement, (ii) the Accounting Professional's violation of any applicable law; (iii) infringement of intellectual property rights, contract rights or tort rights (including the right of publicity or right of privacy) of any third party; and (iv) any act or omission of the Accounting Professional including, without limitation, any acts or omissions relating to customer privacy, applicable law, appropriate approvals and licenses, and the Accounting Professional agrees to promptly pay and fully satisfy any and all losses, judgments or expenses, including, without limitation, costs of settlement, reasonable attorneys' fees, accounting fees, expert costs and fees, incurred or sustained by FINSYNC as a result of any claims.

Procedures

The indemnified party shall: (i) promptly notify the indemnifying party in writing of any losses for which the indemnified party seeks indemnification, provided however, that failure to give such notice shall not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (ii) provide reasonable cooperation, at the indemnifying party's expense, to the indemnifying party and its legal representatives in the investigation of any matter which is the subject of indemnification; and (iii) permit the indemnifying party full control over the defense and settlement of any matter subject to indemnification; provided that, the indemnifying party shall not enter into any settlement that affects the indemnified party's rights or interests without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party shall have the right to participate in the defense at its expense.

Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No change, addition or amendment will be made except by written document signed by the parties hereto.