

Professional Partner Application form

Reckon

PROFESSIONAL
PARTNER



Join the Reckon Professional Partner Program and build your business with over **\$4,000** worth of QuickBooks and Reckon software!

Increase your client base and build on existing client services by joining the Reckon Professional Partner Program. Professional Partner memberships are tailored for Accountants and Tax Agents, Bookkeepers, IT and business consultants. Choose the membership that's right for you and receive resources tailored to the services you provide to your clients.

Professional Partner membership includes

- ✓ Current versions of QuickBooks Accountants Edition, Reckon Payroll Premier, Reckon Retail Point of Sale and Quicken Home & Business, including user guides for each
- ✓ Free access to QuickBooks Online so that you can work on the same company file that clients' are using (includes up to 3 free logins per Professional Partner account)
- ✓ Preferential pricing on Reckon Docs corporate services and company registrations
- ✓ Special discounts on Reckon Elite practice management software
- ✓ Free upgrades throughout the year
- ✓ 1300 number for unlimited toll-free technical support
- ✓ Regular seminars in each capital city with key members of the Reckon team
- ✓ 10% discount on Reckon Classroom training for your staff
- ✓ Access to a full Question & Answer section on program operation issues
- ✓ Access to a special member only section on the popular Reckon website
- ✓ Detailed Professional Partner Resource Kit that gives you the tools to work with clients' software
- ✓ Wholesale buy pricing on QuickBooks, Quicken and other related products with the right to on-sell to clients
- ✓ Monthly newsletters with software tips, new products, new software release information and special offers
- ✓ Ability to use the Reckon Professional Partner logo and leverage from our extensive marketing campaigns

Which membership is right for you?

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Reckon Professional Partner Accountants are public practice accounting firms or tax agents who service clients who use QuickBooks.

Membership gives you the latest software to work with your clients data files, technical support and the ability to resell our software to your clients.

The detailed resources you receive help you use the QuickBooks features that accountants need when working with client files.

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Reckon Professional Partner Bookkeepers are independent bookkeepers who service clients who use QuickBooks. This includes bookkeepers working as part of a bookkeeping franchise.

Membership gives you the latest software to work with your clients data files, technical support and the ability to resell our software to your clients.

The detailed resources you receive help you use the QuickBooks features that bookkeepers need when working with client files.

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Reckon Professional Partner Consultants are businesses focusing on consulting, software training and IT implementation.

Membership gives you the latest software to work with your clients data files, technical support and the ability to resell our software to your clients.

The detailed resources you receive help you understand the QuickBooks features your clients use most and need assistance with.

Become a Reckon Professional Partner and we will be behind you all the way.
For more information call **1300 653 449** or email professionalpartner@reckon.com.au

Reckon

This Agreement governs the relationship between you, a Reckon Professional Partner, whether you are an Accountant, Bookkeeper or Consultant, and us, Reckon Limited (ABN 14 003 348 730) referred to in this Agreement as Reckon.

This Agreement also covers the terms according to which we will sell you Software as a re-seller.

MEMBERSHIP CONDITIONS FOR PROFESSIONAL PARTNERS

1. APPLICATION PROCESS

You may apply to Reckon to become a Professional Partner by completing and correctly signing the application form. Reckon is under no obligation to approve an application. You warrant the truth, completeness and accuracy of all information supplied in the application and as supplied from time to time in connection with the Professional Partner Program.

Please note that only businesses (including sole traders) may apply to become Reckon Professional Partners.

Reckon is under no obligation to accept you as member of the Professional Partner Program.

You will ensure your employees, contractors or agents are aware of your obligations as a Professional Partner and comply with all relevant terms of this Agreement as a Professional and that you do not allow them to do anything inconsistent or in breach of the terms of this Agreement.

2. MEMBERSHIP OF PROFESSIONAL BODIES

Membership of the Professional Partners Program is available to Accountants in public practice in Australia, Independent and Consultant Bookkeepers in public practice in Australia, and as approved by Reckon: Business and IT Consultants and Tax Agents only.

All applicants are required to meet the criteria set by Reckon before an application can be processed. Approval is not guaranteed and remains within the discretion of Reckon.

The applicant warrants that relevant membership criteria have been satisfied. Reckon reserves the right to make inquiries of the relevant professional body of which you are a member, as indicated in your membership application, in order to confirm your membership status. Reckon may also check any references that you provide or which have been requested by Reckon or make any other inquiries to verify your credentials and information provided in your application. Other applicants may be accepted as Professional Partners on a case by case basis.

3. MEMBERSHIP BENEFITS AND PAYMENT OF ANNUAL SUBSCRIPTION

- i. You understand that, should your annual membership not be paid, you will not be entitled to the continued benefits of membership.
- ii. Benefits of membership are provided according to the category of Professional Partner into which you fall. These benefits are specified on the Reckon website www.quicken.com.au
- iii. Benefits may change from time to time.
- iv. All membership fees must be paid by the due date indicated on your invoice after your application has been accepted, membership then is pending on payment of your fees.
- v. Whilst we will endeavour to advise you that your subscription is in arrears, it is your responsibility to ensure the membership payment is up to date.

4. RECKON PROFESSIONAL PARTNER – PRIVACY DISCLOSURE

Under the Privacy Act (Cth) 1988 and pursuant to the National Privacy Principles, Reckon is obliged to inform you of the following. The information we ask you to provide as part of the application process is used to assist us in offering you services under the Reckon Professional Partner Program to communicate with you about the Professional Partner Program and Reckon and QuickBooks products as well as informing you about product upgrades and important changes to the product and to provide you with details of training programs offered by our network of Accredited Professional Partners (this information essentially comprises your name, your company, contact details and high level business details (if appropriate)). We may also use this information to

inform you about other Reckon or related products and services and it will be provided to our network of Accredited Professional Partners who may contact you in connection such training programs.

Reckon is sensitive to its users' need for privacy, and retains strict control over the information that it gathers from its users. If you do not provide us with all of the information that we seek as part of the registration process, this may result in Reckon being able to less effectively communicate with you. Under the National Privacy Principles, you are able to gain access to any personal information that we hold about you. If you wish to know the procedure in order gain access to the information held about you or wish to see Reckon's Privacy Policy Statement please refer to our website, www.quicken.com.au or contact us on **1300 784 253**.

5. USE OF SOFTWARE

You agree that, by accepting any software provided as part of the Professional Partner pack, the licence is granted as a privilege of the Professional Partner membership and the software may only be installed and used at the place of business registered by the member. You may not sell, rent, lease, or otherwise dispose of or provide that software to any other party (this includes remote systems and bureaux). The number of user licenses shall be determined by Reckon. If you have multiple places of business, each location will require its own membership. The applicant agrees to use its best endeavours and to take all reasonable steps to safeguard this software to ensure that there is no unauthorised use, copying or distribution of the software. You are also bound by the software licence agreement included in the pack as well as the terms relating to your status as a re-seller set out below in this Agreement and the application form. Any rights to use the software are entirely conditional upon you remaining a Professional Partner.

6. ADHERENCE TO ETHICAL GUIDELINES

As a Professional Partner, you agree to adhere to the ethical guidelines as issued by your governing or peak body in Australia or any similar guidelines required by Reckon. In particular, you agree to adhere to any guidelines concerning the transfer of clients from one service provider (whether you are an Accountant, Bookkeeper or Consultant to another. This may be relevant in circumstances where, for example, you have provided training in Reckon products to another service providers' client.

You will not represent to any third party that you provide services for which you do not have the relevant expertise or qualifications.

7. CONFIDENTIALITY OF PRICES, PROFESSIONAL PARTNER SPECIFIC SERVICES

You agree to keep all pricing information provided to you confidential and not share or distribute it to clients or any other person or company. In addition, you understand that the priority telephone, email and web based services for Professional Partners are not to be provided to other parties, as these are made available as a preferential service to Professional Partners only.

8. RIGHT TO TERMINATE

Reckon may without notice immediately terminate your appointment if you:

- i. enter into any arrangement where there is a conflict of interest or potential conflict of interest between yourself and Reckon without Reckon's prior written consent;
- ii. act in a unprofessional and unethical manner in your dealings and activities under or in connection with your appointment as a Professional Partner and do anything that would bring Reckon into disrepute or diminish the reputation or goodwill associated with the Reckon Products;
- iii. breach any warranty or term of this agreement;
- iv. in any way breach the software licensing agreement; or

CONDITIONS GOVERNING PROFESSIONAL PARTNERS WHO ARE RESELLERS

- v. any bankruptcy proceedings, winding-up proceedings, appointment of an administrator or receiver or similar arrangements are made against you or your business or if you are unable pay debts as and when they fall due.

You acknowledge that your continued membership as a Professional Partner is not guaranteed and that Reckon reserves the right to terminate your membership if in its discretion it is deemed necessary to do so.

In all cases Reckon may terminate your membership on no less than thirty days prior written notice in which case you will be pro-rata refunded your membership fees.

9. DEFINITIONS

Saleable condition means “as new” and “complete” and without limiting the generality of that: the products outer packaging must not be damaged and must be free from rips and tears or evidence of crushing; all retail stickers, price tags and security tags must be removed (with the exception of promotional stickers applied by Reckon); all the components that make up the contents of the product (eg: manuals, support materials, CDs registration cards and the like) must be contained inside the packaging and the seals on all disks and CD's, if any, must be intact; and the software must not have been installed.

You means the Accountant, Bookkeeper, Consultant or customer as indicated on the application form or invoice on the reverse hereof.

10. GENERAL

- i. All products are sold or supplied on these terms and conditions.
- ii. Except as set out in clause 27, no commissions are paid to Professional Partners for any products re-sold.
- iii. Professional Partners may qualify for a re-seller discount on products.

11. ORDERING

All orders for products must be presented on a valid purchase order, or by telephone or e-mail where approved by Reckon in writing, with a reference number if requested.

12. DELIVERY

- i. Products shall be delivered to the address specified upon placement of the order as the address for delivery. Freight will be charged at Reckon's standard rates and shipped by our own courier. A standard freight charge applies to every order regardless of its size or geographical destination within Australia. Freight must be paid on all products shipped. You are responsible for freight costs unless otherwise agreed in writing with Reckon.
- ii. All delivery times indicated to you are estimates only. Reckon shall not be liable for any late delivery and will not be liable for any loss or damage or injury (direct or indirect) occasioned as a consequence of any late delivery. You must specify the delivery address on each purchase order, or by telephone where approved by Reckon in writing.

13. PAYMENT TERMS

- i. Unless otherwise authorised in writing all products must be paid for in cash prior to shipment. Credit terms may be approved by Reckon in writing only. The period for payment on such credit terms may be stated on the invoice and payment in full is due within the times specified on the invoice. If at any time any amount on credit is overdue, the entire outstanding balance becomes immediately due and Reckon reserves the right to discontinue supply to you until such time as you are fully paid up.
- ii. Reckon may at any time and without assigning any reason,

terminate or suspend any right to purchase products on credit. All money owed by you shall become immediately due upon the commencement of any act or proceeding for your winding up or placement into any form of insolvency or administration, whether formal or informal.

- iii. Reckon reserves the right to charge interest at the Commonwealth Bank Reference Rate plus 2% per annum on any money due but unpaid, calculated daily from the due date until payment is received by Reckon.
- iv. Reckon also reserves the right to recover from you any costs associated with recovering overdue amounts, including collection agent fees and legal fees on a solicitor/own client basis.

14. PRICING

Reckon reserves the right to amend the pricing of products and will provide you with prior written notice, which may include e-mail, at the address specified on the application form or as last specified by you in writing, of any amendments. All amounts charged to you will include GST where appropriate. Please note that keeping address details up to date is your responsibility.

15. RETENTION OF TITLE

Title in the products shall be retained by Reckon until the purchase price has been paid in full in cleared funds, without any set off, withholding, counter claim or deductions. Until such time as the price is so paid in full, Reckon may enter your premises (or the premises of any associated person where the products are located) without liability for trespass or any resulting damage and retake possession of the products. If the products are re-sold by you, the proceeds of such sale shall be held by you in a separate identifiable account as the beneficial property of Reckon and shall pay such amount to Reckon upon request. Notwithstanding the above Reckon shall be entitled to maintain an action to recover the purchase price from you. Risk in the products passes upon delivery to you.

16. SOFTWARE LICENSING

The terms and conditions relating to the licence of product comprising software are separately contained on or within the packages containing that software, and govern yours or any end user's use of the software in question. Nothing in the sale or supply of any products to you is to be construed as conferring any rights whatsoever to any intellectual property in such software.

17. PRODUCT RETURNS

- i. All products are sold on a sale or exchange basis. This means that products purchased cannot be exchanged for cash refunds, but only for other products or credit to your account, if you have one with Reckon, as set out in this clause 17 and clause 18. Goods or services purchased directly by end-users are sold on a firm sale basis only. This means that no exchanges or credits will be given.
- ii. Some third party products, for example software supplied by Microsoft Australia Pty Ltd, are only sold on a firm sale basis. This means that no exchanges or credits will be given.
- iii. In all cases, no product returns will be accepted unless authorised in writing by Reckon.
- iv. Reckon will only consider accepting returns if all the following conditions are met:
 - the full price has been paid without any set-off, deduction, withholding, or counter-claim;
 - you have placed a simultaneous order for products no less than the value of the products that you seek to return;
 - the products to be returned are current stock and/or up to date versions of the products still being sold by Reckon and are in saleable condition;
 - the products must be returned within 30 days (or such longer period as agreed) from date of delivery to you;
 - if you sell products from more than one store, the value of products returned from any one store in any one month

may not be more than 15% of the value of the order placed for the previous month for that store, in any order placed you must specify the store from which the products will be sold, if products are moved from that store they may not be returned.

- v. If Reckon is under external control, for example: under receivership, administration, provisional liquidation, liquidation, products may not be returned.
- vi. In cases where Reckon is responsible for the replacement/ return, eg: incorrect shipment of products or defective products, a replacement or credit will be issued (subject to your compliance with clause 17 and clause 18 and the products will be collected. Any products shown to be defective at the time of sale and not due to wear and tear, negligence, neglect or default on your part will be replaced without charge. You must notify Reckon promptly after delivery of any products that are regarded as defective. In any case where any defect is as a result of fault (deliberate or negligent) on your part, there will be no replacement and you will bear all costs associated with freight in respect of the products in question.
- vii. Products being exchanged for replacement with the new version/s for the purpose/s of resale (stock rotation) must be returned for replacement within the time frame advised by Reckon. Products must be in saleable condition upon return.
- viii. Products will only be considered delivered once they are in the possession of Reckon and Reckon assumes no responsibility for loss in freight or in the post.

18. PROCESS FOR RETURNING PRODUCTS

Without limiting Reckon's discretion in clause 16, no returns will be considered unless you follow the required procedures that Reckon has in place from time to time:

- i. requests for return authorisations must be made within 48 hours of delivery of products. Late requests for mis- shipments or discrepancies will not be considered, but other request will be considered if reasonable and all other provisions of clause 17 and clause 18 are complied with;
- ii. your request must be made by phone, fax or online facility (if available), depending on which method Reckon has required you must use;
- iii. provided you have complied with clause 9 and clause 10 you will be issued with a return authorisation number ("RA"). The issue of a RA does not guarantee a replacement or credit – it is only your authorisation to return the products;
- iv. the RA will only be valid for 14 days;
- v. in all correspondence and on all packing for returned products, the RA must be prominently displayed, for example on the exterior of the packaging, a failure to do so will mean your return will be rejected;
- vi. you must deliver returned products within 14 days of receipt of the RA otherwise the RA lapses and you may no longer return the products;
- vii. Reckon shall not be liable for any freight charges unless agreed to in writing in advance;
- viii. in its discretion, Reckon will issue replacement products (as indicated on accompanying documentation) or credit your trading account, if any (excluding freight); and
- ix. unless agreed otherwise in writing, any credit notes issued will only be set off against the invoices issued in respect of products ordered as a condition of accepting returns.

19. USE OF TRADEMARK

- i. Reckon reserves the right to set requirements for the use of any trademarks, logos, designs, devices, and service marks ("brands") for the purpose of promotion of affiliation. You must abide by any style guide issued from time to time by Reckon (whether or not through Reckon or directly from Reckon). Such guidelines may contain conditions of use of the QUICKEN mark in addition to or in substitution of the above. Quicken and QuickBooks and the logos are trademarks and service marks of Intuit Inc., registered in the United States and other countries and used by Reckon under license. You agree not to infringe any Copyright in the form of information or services by copying,

re-transmitting, or disseminating any Copyright material (except where it is expressly permitted by Reckon). This also applies to any trademark of Reckon or a third party associated with Reckon.

- ii. You may not use the brands or other intellectual property of Reckon Limited or Intuit Inc. unless agreed to in writing by us. We may withhold consent for any reason and without stating a reason.
- iii. The Quicken, QuickBooks or Reckon logo may only be used by yourself, TOGETHER WITH YOUR COMPANY NAME, as outlined in the following points:
 - You will not use, register or attempt to register a company, business name, trade name or trade mark containing the words Reckon, QuickBooks, Quicken or Quick or any words similar thereto, or which may cause confusion to the general public regarding your relationship to Reckon;
 - Your use of the logo is limited as prescribed in this agreement, provided also that all money owed to Reckon has been paid and will be paid;
 - You may only use the logo in the same format as supplied to you by us. You may not make any amendments or alterations to this logo or the file and you may not disseminate it other than as permitted in this agreement;
 - You may use the logo on stationery and marketing materials used in connection with your business and with Reckon products as approved in writing by us.
- iv. When using the logo:
 - It must be clearly displayed, with nothing obscuring the image;
 - Must be accompanied by your company name; and
 - displayed without competitor information.
- v. You may not claim any relationship with Reckon other than as contained in the logo and you will at no time represent to any third party that you are acting other than as an independent contractor on your behalf or on behalf of the company that employs you.
- vi. You may not use the logo on or in any unlawful or illegal publications or in any publications, which contain hate speech, racial, or sexual or other discriminatory material or pornography.
- vii. We may amend or withdraw any consent at any time and you will agree to abide by all such amendments or withdrawal of consent.

20. LIABILITY

- i. To the fullest extent permitted by law (and except as specifically provided in these terms and conditions) all express and implied warranties and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for any purpose or otherwise are expressly excluded and Reckon shall not be liable for any physical or financial injury, loss or damage or for consequential loss or damage arising out of the supply or operation of the Products or arising out of Reckon's negligence or in any other way whatsoever.
- ii. Reckon's liability for a breach of a condition or warranty which by law is incapable of exclusion is limited (but only to the extent permitted by law) at Reckon's option to:
 - Replacement of the Products or the supply of equivalent products; or
 - The cost of replacing the Products or acquiring equivalent products; and
 - In the case of services – to the supplying of the services again or the payment of the costs of having the services supplied again.

21. WAIVER

Failure or neglect by Reckon to enforce any of these terms and conditions shall not be construed as a waiver of Reckon's rights nor affect Reckon's rights to take any subsequent action.

22. SEVERABILITY

If any provision in these terms and conditions is held to be invalid, unlawful or unenforceable, such provision shall be severed from these terms and conditions without affecting the validity and enforceability of the remaining terms and conditions.

23. ENTIRE AGREEMENT

- i. This document supersedes and replaces any arrangements, representations, understandings or agreements made or existing between you and Reckon and constitutes the entire agreement relating to the supply of the Products except as otherwise may be agreed in writing.
- ii. To the best of the knowledge and information of Reckon and its representatives, all facts, information and figures contained in this application and attachments are true and accurate at the time of printing. Reckon reserves the right to make any changes in information, membership entitlements and product inclusions, as it may deem necessary, without prior notice.

24. GOVERNING LAW

These terms and conditions shall be construed in accordance with the laws of New South Wales.

25. CONFIDENTIALITY

You agree to keep all pricing information provided to you confidential and not share or distribute it to clients or any other person or company.

26. ASSIGNMENT

It is important to Reckon that we know who we are appointing as Professional Partners. Your corporate identity is important to us and therefore no part of this agreement may be assigned by you without Reckon's prior written approval.

27. COMMISSIONS

All products are sold or supplied on these terms and conditions. Commissions are payable to Professional Partners according to the following rules:

- i. You will be entitled to receive commission sales or renewals to qualifying customers provided you are or you employ an "Accredited Professional Partner" (**Relevant AP**) whose membership status is current, fully paid up and in all other respects the Relevant AP is compliant - and continues to comply - with the terms and conditions and all other rules applicable to Accredited Professional Partners. If the Relevant AP stops being an Accredited Professional Partner, no transfer of your list of referred qualifying customers to another Accredited Professional Partner shall entitle that Accredited Professional Partner to receive any commission on an ongoing basis unless agreed to in writing by Reckon.
- ii. In respect of each qualifying customer you will receive 15% of the applicable sale or renewal fee collected by Reckon from the qualifying customer net of bad debt and any returns. The percentage is paid according to the actual amounts received by Reckon for the relevant product or membership from the customer in question. No commission is payable for products or membership where you have already been given a re-seller discount. For example new subscription software sales do not attract commission as you will have already received a re-seller discount on the sale of the software.
- iii. Qualifying customers are new subscribers or new Advantage members whose subscription and/or membership renewal fees have been paid to and retained by Reckon and whose subscription and/or membership has been confirmed after cooling off or approval periods, if any, have been completed and who are not already linked to an existing Accredited Professional Partner.

- iv. No commission shall be paid in respect of:

- subscribers and/or members whose membership or subscription has lapsed at the end of its initial period (usually twelve months) and who thereafter re-join the membership or subscription; or
- subscribers and/or members that you claim as your customers but who are actually already linked to an existing Accredited Professional Partner,

unless you can prove to the satisfaction of Reckon that such re-joining was directly attributable to the conduct of the Relevant AP, or the member and/or subscriber was linked to you. Reckon's discretion in this regard shall be exercised reasonably, but is final.

- v. Members and/or subscribers will not receive any additional benefit from Reckon by having been referred by you and will pay the current price applicable to the product or membership in question. The subscriber and/or member will be bound by and be subject to the applicable terms and conditions of the relevant Reckon product and/or membership.
- vi. Notwithstanding the referral by you of a subscriber and/or member to Reckon, the relationship of that subscriber and/or member is between that subscriber and/or member and Reckon and subject to the terms and conditions governing the relevant product and/or membership.
- vii. The Relevant AP must notify Reckon (in writing or via email) of an existing relationship to a qualifying customer within 3 months of the product / membership sale or renewal in order to qualify for commission on renewals.
- viii. Each month Reckon will review the written notices to verify whether or not subscribers or members are qualifying customers in respect of whom a commission will be paid to you. Reckon's determination of this is final (including its determination of whether or not subscribers or members, in respect of whom commission might be due, were signed up and referred in good faith).
- ix. Each month Reckon will post to the relevant part of its website as notified to you from time to time (and accessible by you via log in ID and unique password) a report which will include the following information: subscriber or member's name, contact details, details of product covered, Advantage renewal date, applicable subscription or membership expiry date and any other information that may be included from time to time. Reckon reserves the right to change the information it provides in the report. If within three months of the information being posted you have not notified Reckon in writing of any errors, then such information shall be deemed accurate and no claims regarding referral rewards will be entertained.

28. INDEMNITY

- a) You will indemnify Reckon and its affiliates against all losses, claims, suits and cases against any:
 - i. liability incurred by Reckon;
 - ii. loss or damage or diminution of the reputation of Reckon; or
 - iii. loss, penalty, fine or expense incurred by Reckon in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis, excluding consequential loss arising from a breach by you of any of the terms of this agreement or arising from any representations made by you relating to your qualifications and expertise.
- b) The right of Reckon to be indemnified under this clause is in addition to, and not exclusive of any other right, power or remedy provided by law.