

New Jersey Society of Certified Public Accountants Discount Program Agreement

This Agreement is entered into as of XXXX (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 XXXX (“XXXX”), a XXXX, having its principal place of business in XXXX for themselves, and their respective successors and assigns.

Definitions

When used in this Agreement,

- (a) “Agreement” means this agreement and
- (b) “NJCPA Member” or “Member” means Fellow, Associate, Student, or CPA Candidate who has fulfilled the obligations of NJCPA Membership, their employees and immediate resident relatives. NJCPA Member shall also include all NJCPA staff.
- (c) “PRODUCT/PROGRAM” means NJCPA Members are entitled to receive a XXXX% discount off the purchase of all XXXX PRODUCTS. Regular price of XXXX is \$XXXX, NJCPA Members will pay \$XXXX.

Term of Agreement

The term of this Agreement shall be for a period of one (1) year commencing upon 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.

Responsibilities of NJCPA

- a. NJCPA authorizes XXXX to solicit its Members by mail, direct promotion, and/or advertisements for purchase of XXXX PRODUCT. At no time will phone numbers or email addresses be distributed. NJCPA may approve and send a solicitation Eblast at cost to XXXX.
- b. Upon the request of XXXX, NJCPA shall provide XXXX’s mail house with its mailing list for marketing purposes not more than two (2) times per year each for a one-time only use.
- c. NJCPA agrees to list XXXX PRODUCT with other NJCPA Member services in NJCPA publications and communications vehicles of its choice, including but not limited to *New Jersey CPA*, Pulse, Connect and www.NJCPA.org.
- d. NJCPA shall have the right of prior approval of all XXXX advertising and solicitation materials which contain NJCPA’s name, trademark or logo; such approval shall not be unreasonably withheld or delayed.
- e. NJCPA hereby grants XXXX a limited license to use the NJCPA trademark or logo in conjunction with the promotion of the PRODUCT.
- f. NJCPA participation does not imply an exclusive endorsement of XXXX PRODUCT.

Responsibilities of XXXX

- a. XXXX shall design, develop and administer the PRODUCT for NJCPA Members.
- b. XXXX shall design all advertising, solicitation and promotional materials with regard to the PRODUCT.

- c. XXXX shall bear all costs of producing and mailing materials for the PRODUCT.
- d. XXXX shall use the Mailing Lists provided by NJCPA consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. These Mailing Lists are and shall remain the sole property of NJCPA. However, XXXX may maintain separately all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of XXXX's own files and XXXX shall be entitled to use this information for any purpose. XXXX will not use this separate information in a manner that would imply recommendation by NJCPA.
- e. XXXX agrees to promote the PRODUCT to NJCPA members by spending a minimum of \$5,000. XXXX 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 XXXX. Some advertising/sponsorship options available to XXXX are as follows: NJCPA Annual Convention & Expo, NJCPA Educator's Meetings, NJCPA Sponsored Content, NJCPA.org, Connect, PULSE and *New Jersey CPA*.
- f. XXXX agrees that all Member inquiries or purchases shall be handled by XXXX-employed Sales Agents, specifically trained on XXXX customer service and billing.
- g. XXXX agrees that NJCPA is not responsible if a Member fails to comply with XXXX/Member account agreement.

Termination

- a. In the event of any material breach of this Agreement by XXXX 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, XXXX shall cease to use NJCPA trademarks or logos. XXXX 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, XXXX may conclude all solicitations that are required by law.
- c. Upon termination of the Agreement, XXXX shall return any information, lists, or materials provided by NJCPA and verify in writing that XXXX 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. XXXX 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

XXXX 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.

Force Majeure

No party to this Agreement shall incur any liability for any delay in performance, or for the non-performance, of any of its obligations under this Agreement if caused by circumstances beyond their control, including without limitation, acts of God, war (whether declared or not) or terrorism, fires, floods, earthquakes, tsunamis, tornadoes, hurricanes, embargoes, shortages, epidemics, pandemics, quarantines, insurrections, riots, labor disputes, civil commotion, failure of public utilities, or acts, regulations or decrees of any governmental or military body, which make performance illegal, impossible or commercially impractical (a Force Majeure Event, or "FME") provided, however, that the party who cannot perform due to an FME (Nonperforming Party) shall issue prompt written notice to the other party identifying the particulars of the FME; estimating in good faith the duration of the FME; and specifying all efforts it will diligently undertake to recommence performance as soon as is reasonably practicable. If the other party shall then determine, in its absolute and unfettered discretion, that the Nonperforming Party cannot fulfill its obligations under this Agreement, the other party may then provide written notice to the Nonperforming Party of the termination of this Agreement; and neither party shall be obligated to pay any damages, costs, losses or expenses or any part of the contract price that is due to the FME.

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 XXXX
XXXX
Attn: XXXX, XXX
XXXX
XXXX
Phone: XXXX

If to NJCPA
New Jersey Society of CPAs
Attn: Don Meyer, Chief Growth 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.

XXXX

NEW JERSEY SOCIETY OF CPAs

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____