



Dear Sleeter Group Member,

Thank you for your interest in becoming an Authorized Intuit Payment Solutions Referral Partner.

You are entitled to earn 20% on all approved accounts referred to Intuit Payment Solutions.

To get set up with Intuit Payment Solutions, please sign the documents below which are included as an attachment:

- Merchant Referral Agreement
- W9
- EFT Agreement (for direct deposit of your monthly payments)

Please fax the completed paperwork to **1-866-259-0237** or email to PaymentsPartnerSupport@intuit.com.

Once your paperwork is received, your Intuit Payment Solution Sales Associate will call you to assist with sales process. We have an online tool that will help you track all of our sales leads.

We look forward to working together.

Please do not hesitate to contact me directly if you have any questions!

Thanks,

Jackie Ostler
Intuit Payment Solutions
Jacklyn_Ostler@intuit.com
Direct Phone: 707.992.0445
Cell: 707.206.2789

SLEETER GROUP MEMBER REFERRAL AGREEMENT

This referral agreement ("Agreement") by and between Innovative Merchant Solutions, LLC, doing business as Intuit Payment Solutions, hereinafter referred to as "IPS", and the party identified in the signature block below as "Referrer" is made effective as of the "Effective Date" specified below.

- 1. **RESPONSIBILITIES:** *Referrer Responsibilities:* Referrer will promote and recommend IPS' services to prospective merchants that meet IPS' current processing requirements. For purposes of this Agreement, such prospective merchants will be referenced as "Referred Merchants." No minimum marketing activity is required of Referrer. *IPS Responsibilities:* IPS will quote a bankcard discount rate, equipment fees, and other related fees to qualified merchants, provide reasonable assistance to merchants in completing merchant application and agreement forms. IPS will respond to customer leads promptly, with a goal of responding to customer leads within one business day of the receipt of the lead. IPS will also apprise Referrer of the status of the sales process for Referred Merchants through a monthly sales report. IPS will evaluate each Referred Merchant in accordance with IPS underwriting standards and has complete discretion over the acceptance or rejection of the Referred Merchant's application. Similarly, IPS acting in its sole discretion may terminate or modify its agreement with any Referred Merchants at any time.
- 2. **FEES & COSTS:** During the term of this Agreement, IPS will pay Referrer a monthly fee equal to the "Revenue Percentage" set forth below multiplied by the "Profits" for each Referred Merchant as computed by IPS as set forth on Exhibit A. Each party will bear their own costs and expenses in performing under the Agreement.
- 3. **TERM AND TERMINATION:** This Agreement is effective for one year from the Effective Date and automatically renews for successive one year terms unless a party terminates by providing at least 60 day prior written notice before expiration of the current term. However, IPS may terminate immediately upon providing notice if Referrer fails to comply with Section 5.
- 4. **LIABILITY:** IPS will contract directly with Referred Merchants for processing services and assumes all credit risk with respect to its relationship with Referred Merchants. IPS will independently and without reliance on Referrer make its own credit analysis and decisions with respect to each prospective Referred Merchant based upon such documents and information it deems appropriate. Referrer assumes no liability with respect to the authenticity, validity, accuracy or completeness of any document or instrument provided by any Referred Merchant. Referrer will not be responsible for (i) chargeback processing services or losses, or (ii) any losses, liabilities, or damages whatsoever suffered by IPS. Referrer is not making any representation or warranty whatsoever concerning the nature of the Referred Merchant's business or credit worthiness.
- 5. **CONDUCT OF BUSINESS.** Referrer agrees to (a) conduct business in a manner that reflects favorably on the products, services and reputation of IPS; (b) fully comply with all applicable laws and regulations, including privacy laws; (c) not engage in deceptive, misleading or unethical practices; and (d) not be party to agreements that conflict with its obligations under this agreement.
- 6. **LICENSE GRANT:** IPS grants to Referrer for use solely in fulfilling its obligations under and during the term of the Agreement, a limited, nonexclusive, royalty-free, nontransferable and non-sublicensable, worldwide license to use, reproduce, publicly perform, distribute and display the IPS trade names, trademarks, service marks and/or logos that are provided by IPS to Referrer by an authorized IPS representative managing Referrer relationships. All such materials may only be used in the form delivered by IPS and all such use will accrue to the benefit of IPS. IPS may terminate or modify this license grant at any time.
- 7. **CONFIDENTIALITY:** The parties agree that during the term of this Agreement and thereafter, "Confidential Information," including financial terms of this Agreement and names of Referred Merchants, is to be used solely in connection with satisfying obligations pursuant to this Agreement, and that the parties shall receive such Confidential Information in confidence and not disclose such Confidential Information to any third party or use such information to its own benefit.
- 8. **NON-SOLICITATION OF MERCHANTS:** The parties agree that during the term of this Agreement and thereafter, without IPS' prior written consent, Referrer shall not permit or enable any of its employees, agents, subsidiaries, sales persons or any other person or entity to solicit or cause any Referred Merchant to terminate its service relationship with IPS.
- 9. **MISCELLANEOUS:** This Agreement is the entire agreement between the parties and supersedes all prior representations, statements, letters, negotiations, and agreements concerning the subject matter hereof. Any modifications to this Agreement must be in writing and signed by both Parties. Nothing in this Agreement is intended to create a partnership, joint venture, agency or employment relationship between the parties. This Agreement is not assignable by Referrer, including by operation of law, without IPS' prior written consent. This Agreement may be executed in counterparts. This Agreement shall be governed by California law and the parties consent to the exclusive jurisdiction and venue in the state and federal courts in Los Angeles County, California.

The "Revenue Percentage" Referrer will earn is 20%.

The undersigned have duly executed this Agreement effective as of _____ (the "Effective Date").

Business Name: _____ ("Referrer")

Innovative Merchant Solutions, doing business as IPS

By: _____

By: _____

Name: _____

Name: Chris Hylan

Title: _____

Title: General Manager PSD

Address: _____

Address: Innovative Merchant Solutions

Phone: _____

21215 Burbank Blvd Ste. 100

Email: _____

Woodland Hills, Ca 91367

Exhibit A

All revenue above expenses (“Profits”) will be calculated based on the IPS Revenue and Expense Table (see below).

Revenue Categories	Expense Category		Explanation of Fee Category
	Discount	Transaction	
Discount and Transaction Fees	Pass – through of Interchange and Assessments	\$0.08 per transaction	Pass-through of actual Interchange and Card Association Fees. Transaction Fees represent capture and settlement fees incurred.
Bank Processing Fees	.03% of Processing Volume		Fees paid to IPS Member Financial Institutions
T&E Transaction	N/A	\$0.10 per transaction	Non bankcard transaction (e.g., American Express, Discover, Diners, JCB)
AVS	N/A	\$0.01 per verification	Address verification fee.
Batch Header Fee	\$0.08 per batch		Fees paid for every batch closure
Customer Service Fee	\$7.50 per month		24/7 customer service including tech help desk
Monthly Minimum Fee	\$5.00 per month (when applicable)		Minimum fee paid by Merchant for processing every month. Monthly Minimum will only be charged when applicable.
Debit Transaction Fee	\$0.10 per transaction + network fees		See www.innovativeagreement for list of network fees
Debit Card Access Fee	Free		
American Express Bonus	0% of all fees		American Express Account Activation Bonus and Residuals received by IPS.
Discover Card Bonus	0% of all fees		Discover Account Activation Bonus received by IPS.
Check Guarantee Fee	N/A		\$40 flat fee per signing and 10% of net revenue earned.

Authorization for Electronic Funds Transfer

The parties agree that this Authorization for Electronic Funds Transfer hereby amends the agreements between _____ (“Company” or “you”) and Intuit Inc. (“Intuit”) to accept electronic payments. Company authorizes Intuit to make electronic payments to your account specified below. You agree that such transactions shall be governed by the National Automated Clearing House Association (ACH) rules. This authority shall remain in effect until Intuit receives written notification of termination from you through your authorized contact person in such time and such manner as to afford Intuit a reasonable opportunity to act on it. You also authorize the bank listed below to verify your account information in order to establish the Electronic Funds Transfer (EFT). IN NO EVENT SHALL INTUIT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE DELAY, OMISSION, OR ERROR OF AN ELECTRONIC CREDIT ENTRY, EVEN IF INTUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You are required to provide Intuit with prompt written notice of the initiation, change, or termination of any relationship in which you authorize a third party to receive payment from Intuit on your behalf. Payments made by Intuit to a third party whom you authorize within this form to accept payments on your behalf shall satisfy Intuit’s payment obligation to you. You will allow at least thirty days (30) from the date of receipt of this document by Intuit before activation. This agreement shall be governed by the laws of the State of California.

COMPANY / PAYEE NAME	
REMIT TO: ADDRESS	<i>This should be the remit to: address shown on your invoices</i>
Street Address / P.O. Box	
City, State, Zip:	
Company Tax ID Number:	
BANKING INFORMATION	<i>This must be a U.S. domestic bank to use this form</i>
Name of Bank:	
Street Address / P.O. Box:	
City, State, Zip:	
Title on Bank Account*: (Should Read Exactly as Listed on Bank Statement)	
*If Name on your bank account differs from the Company name, provide a description of relationship (ex: parent/sub or factoring company) on your company letterhead, attach documentation of the relationship, and check the box here to indicate that the other entity is an agent of Company and it is authorized to accept payments from Intuit on behalf of Company: []	
EFT INFORMATION	<i>Obtain this information directly from your bank</i>
Bank Routing Number: (also known as ABA Number)	
Bank Account Number:	
BANK CONTACT	<i>Person at your bank who we can contact to verify banking information</i>
Contact Name / Title:	
Contact Phone / Fax:	
COMMENTS AND SPECIAL INSTRUCTIONS	
Special instructions:	
Comments:	
	Email address for an Accounts Receivable person to receive the email Invoice Remittance information.
A/R email address:	
AUTHORIZATION	Authorized Signature: Company Officer (Must Be Signed)
Date:	Signature:
Fax:	Print Name:
Phone:	Title:
	E-mail:

Please fax this form to: **858-408-3297** Attn: APHD@intuit.com – for any questions call 858 215-7788

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
 See specific instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : :
OR
Employer identification number : : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such businesses. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,