

Independent Supplier Consolidated Billing Agreement

This Agreement is between ICon Professional Services ("ICon") having a place of business at 1065 E. Hillsdale Blvd., Suite 300, Foster City, CA 94404 and _____, ("Supplier") with a place of business at _____, and the parties agree as follows:

1. This Agreement starts on _____, 20__ ("Effective Date") and will remain in effect as long as Supplier performs services as a Qualified Independent Contractor (QIC) for **Intuit Inc.** ("Client").
2. During the term of this Agreement, ICon is acting on behalf of Client to perform consolidated billing services for Client-specified Suppliers.
3. Supplier warrants that they are an independent contractor and have proper supporting documentation to prove status as an independent business that is reasonable and customary in Supplier's industry. In the event that Supplier's status as an independent contractor is the subject of any type of audit or review, Supplier shall fully cooperate with ICon and Client in defending Supplier's status as an independent business. Supplier also warrants that they have paid, and will pay all requisite federal, state and local taxes owed for compensation received as a result of services performed as an independent business for Client, and will provide evidence of such upon request. Supplier agrees to notify ICon of any changes in their business structure or in the services they are providing to Client which may affect Supplier's status as an independent business within five (5) business days of such changes.
4. Supplier will invoice ICon for services performed for Client twice per month, invoices received by the 13th of the month will be forwarded to the Client on the 15th, and invoices received by the 28th of the month will be forwarded to the Client by the first day of the next month. ICon will, after receiving authorization from Client approving invoices for payment as submitted by Supplier, submit a consolidated bill to Client. ICon will pay Supplier for approved invoices within ten (10) days of receipt of payment from Client.
5. ICon's process for issuing payment of approved invoices is by ACH Credit, as authorized by Supplier in terms of a Direct Deposit Authorization, attached hereto on Page 3. Should Supplier request payment by mailed checks, ICon will charge a handling fee for stop payments or check replacement fee of thirty dollars (\$30) per incident, which will be deducted from the Supplier's total invoice payment. ICon will not place a stop payment on a check until at least seven (7) business days have elapsed from the date of issue of the original check. ICon will not be obligated to send payment to Supplier unless it has received payment from Client.
6. Supplier agrees to hold ICon harmless from any dispute between Supplier and Client, including any dispute over Supplier's status as a QIC or an employee, or from ICon's failure to pay any invoice not approved by Client or from Client's failure to approve payment of an invoice. Furthermore, Supplier acknowledges that all agreements relating to Supplier's services for Client are between Client and Supplier. Supplier also agrees to hold ICon harmless for any

damages incurred as a result of any determination by an auditing agency or taxing authority that Supplier is not an independent contractor.

7. At all times during this Agreement, Supplier and ICon are independent suppliers. Supplier therefore expressly acknowledges and agrees that Supplier will not be eligible for any ICon employee benefits (including participation in employee benefit plans such as ICon's medical plan, flexible benefits plan, investment plans, or any other plans or bonuses).

8. In no event will either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Supplier or any third party, whether in an action in contract or tort, even if that party was advised of the possibility of such damages. Neither party's liability for damages will exceed the fees paid by Client to ICon for ICon's services as it relates to the billing for Supplier's services to Client.

9. Notices will be made to the parties described in the first paragraph of this Agreement, and will be deemed given as of the date of receipt if served in person or by telegram or confirmed facsimile, as of three (3) business days after the date of mailing if served by mail, and as of one (1) business day after date of deposit with overnight mail.

10. Neither party may assign this Agreement to any third party without the prior written consent of the other party, except that one party may assign all, but not part, of this Agreement to its successor in a merger or other similar corporate reorganization or to the purchaser of substantially all of its assets, provided such successor or purchaser agrees in writing to comply with the terms of this Agreement. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of, and is enforceable by the parties to this Agreement and their respective successors and assigns. Notwithstanding any other provision of this Agreement, Supplier may not assign this Agreement, to other Supplier entities, Supplier vendors, contractors or subcontractors, without the prior written consent of ICon.

11. Section 6, 7, 8 9, 10, 11, 12 and 13 shall survive the Term of this Agreement.

12. This Agreement constitutes the full and complete understanding and agreement of the parties relating to the subject matter in this Agreement. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by ICon and Supplier. The provisions of this Agreement shall prevail over any conflicting provisions in any acceptance notice or other document.

13. Any dispute over the interpretation, enforcement or alleged breach of this Agreement shall be submitted to binding arbitration under the Commercial Rules of the American Arbitration Association. The prevailing party's reasonable attorney's fees will be paid by the other party. This Agreement, and all matters arising out of or relating to it, will be governed by the laws of the State of California.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

Supplier

iCon

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____