BizExchangeX Vendor Participation Agreement

Schedule E | Accounting, Bookkeeping, and Payroll Services Commission

Version 1

This Schedule is incorporated into the BizExchangeX Master Vendor Participation Agreement (the "Master Agreement"). Capitalized terms not defined here have the meanings in the Master Agreement.

1. Eligibility and regulated-profession gate

1.1 This Schedule applies only to approved vendors providing non-attest accounting, bookkeeping, payroll processing, tax preparation (where permitted), fractional CFO, and related B2B financial operations services.

1.2 This Schedule does not authorize attest services (audit, review, compilation with assurance), investment advice, or any regulated activity requiring specific licensing beyond standard CPA/enrolled agent requirements unless BEX has recorded written counsel clearance.

1.3 Vendor must comply with AICPA Code of Professional Conduct, IRS rules, FASB, GASB, and GLBA Safeguards Rule. Vendor will maintain a Written Information Security Program (WISP) and designate a Qualified Individual.

2. Commission

BEX Commission equals 15% (fifteen percent) of Gross Revenue actually received by Vendor from each BEX-Originated Customer or Opportunity, subject to the restrictions in Section 1.

3. Gross Revenue

3.1 "Gross Revenue" means all fees and other consideration actually received by Vendor for permitted services.

3.2 Gross Revenue excludes only taxes separately stated and remitted, documented refunds, and true pass-through expenses paid to unaffiliated third parties without markup.

4. Funds custody and compliance

4.1 Vendor is solely responsible for any client funds handling, payroll processing, tax payments, or data custody. Vendor indemnifies BEX for any claims arising from funds handling or regulatory violations.

4.2 Vendor will comply with GLBA Safeguards Rule requirements for protection of Nonpublic Personal Information (NPI), including reasonable safeguards, service provider oversight, and incident response.

4.3 GLBA Safeguards Rule Compliance

4.4 Vendor acknowledges that it may be considered a "service provider" under the Gramm-Leach-Bliley Act (GLBA) and the FTC Safeguards Rule (16 CFR Part 314) when handling Nonpublic Personal Information (NPI) of BEX-Originated Customers.

4.5 Vendor will implement and maintain a comprehensive Written Information Security Program (WISP) that includes: - Designation of a Qualified Individual to oversee the program; - Written risk assessment; - Reasonable administrative, technical, and physical safeguards (including encryption, access controls, multi-factor authentication, and secure disposal); - Oversight of subcontractors and service providers; - Incident response plan with breach notification to BEX within 48 hours of discovery; - Annual review and testing of safeguards.

4.6 Vendor will promptly provide BEX with attestation of compliance upon request and cooperate with any BEX or regulatory audit related to GLBA Safeguards.

4.7 Vendor indemnifies BEX for any claims, fines, or losses arising from Vendor's failure to comply with GLBA Safeguards Rule obligations.

4.8 Vendor's Written Information Security Program (WISP) must, at minimum, include the following elements as required by the FTC Safeguards Rule and best practices for accounting/payroll services:

a. Designation of a Qualified Individual (employee or service provider) responsible for implementing and supervising the WISP.

b. A written risk assessment that identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of NPI, including risks from vendors, employees, and cyberattacks.

c. Administrative safeguards: policies for access controls, background checks, training, and incident response.

d. Technical safeguards: encryption of NPI at rest and in transit (using current standards such as AES-256), multi-factor authentication for access to systems containing NPI, secure development practices, and regular vulnerability scanning/penetration testing.

e. Physical safeguards: controls for facility access, device security, and secure disposal of records.

f. Oversight of service providers: contractual requirements that subcontractors implement and maintain appropriate safeguards, with periodic assessment of their compliance.

g. Regular testing and monitoring of the effectiveness of safeguards, including annual risk assessment updates and penetration testing.

h. A written incident response plan that includes breach notification to BEX and affected clients within required timelines (no later than 48 hours for BEX notification).

i. Annual review and update of the WISP, with documentation of changes and employee training records.

Vendor will provide BEX with a copy of the current WISP and annual attestation of compliance upon request.

5. Professional independence and disclosures

5.1 Vendor maintains full professional independence. BEX does not direct professional judgment.

5.2 Vendor will provide written disclosure to clients of any commission paid to BEX as required by AICPA, state accountancy boards, or other regulations.

6. Reporting and payment

The monthly report must identify the BEX opportunity, customer, engagement, invoice, service period, amount billed, amount received, permitted exclusion, Gross Revenue, Commission, and remittance. Commission is payable under the Master Agreement terms.

7. Renewals and expansions

Commission applies to follow-on work, retainers, and Expansion Transactions involving the BEX-Originated Customer unless a published version narrows the obligation.

8. Schedule-specific execution data

The immutable execution record must state the approved services, license details, counsel-clearance reference, required disclosures, Commission rate, and content hashes.