

# Q4 2019 Partner Promotion Terms

These Q4 Partner Promotion Terms (the “**Terms**”) contain the terms and conditions of the Q4 2019 Partner Promotion (the “**Promotion**”) offered by ZenPayroll, Inc., dba Gusto (“**Gusto**”).

Accountants and accounting firms (each, a “**Partner**”) that add at least 5 clients with 2 or more full-time employees to the Gusto payroll platform during the Promotion Period (as defined below) are eligible to participate in the Promotion. Subject to the following, Partners will be eligible for one payout (“**Payout**”) based on the number of New Clients (such amounts forth below) that are added through the “Add Client” screen or using the unique referral link within Gusto’s Accountant Dashboard web page (such enrollment, the “**Enrollment**” or being “**Enrolled**”). A **New Client** is a client that (i) has Enrolled and been active on Gusto for at least 2 months; (ii) has registered at least two employees; (iii) has an EIN not previously used on the Gusto platform; (iv) has run at least one payroll by end of the Promotion Period; and (v) has run at least two paid payrolls, either prior to or after the end of the Promotion Period.

#### Payout Amounts:

If Partner adds 5-9 New Clients during the Promotion Period, the Payout shall be \$1,000 USD.

If Partner adds 10-19 New Clients during the Promotion Period, the Payout shall be \$2,000 USD.

If Partner adds 20-49 New Clients during the Promotion Period, the Payout shall be \$4,000 USD.

If Partner adds 50-99 New Clients during the Promotion Period, the Payout shall be \$10,000 USD.

If Partner adds 100+ New Clients during the Promotion Period, the Payout shall be \$20,000 USD.

The **Promotional Period** begins February 1st at 9:00:00 a.m. Pacific Standard time (“PT”) and ends on April 30, 2019 at 11:59:59 p.m. PT. Any resulting Payouts shall become payable by check within thirty days of the later of the following: (i) July 31st, 2019 and (ii) the provision of a Form W-9 by Partner to Gusto.

Gusto may terminate these Terms of the Promotion or modify the Terms or the Promotion for any reason and at any time, at Gusto’s sole discretion, without notice. Gusto reserves the right to declare a New Client ineligible for the Promotion if Gusto determines that Partner is abusing the Promotion.