



# SUCCESS ADVISORS

Leverage the ASBA brand to uncover new opportunities.

The Arizona Small Business Association (ASBA) developed the Success Team program to bring together members of our business community to support one another to achieve their goals.

This is team work for the greater good. **To make small business transformative.**

## INVITATION

You have been selected to participate in the ASBA Success Team referral program. As a business Advisor, you will join three (3) accomplished professionals assisting ASBA members as they navigate the options of running an exceptional business. Together, you will form a Success Team providing your individual products and/or services for local businesses.

We want to help you earn more by leveraging the ASBA brand to uncover new opportunities and easily provide solutions to our membership. This is not a shared revenue program and there is no-cost to participate. We simply admire your work and would like to develop a referral-based relationship to increase your growth potential.

Because success comes from mastering the fundamentals of strategic planning, finance and marketing, you will enable businesses to think of bigger things, have a greater impact, and reach more people.

What's fun for us is seeing how you can take each referral to the next level - even if it starts with a simple consultation. Start now by contacting our Sr. Vice President of Marketing, Angelia Hill and schedule a quick introductory call at (602) 306-4000 or email: [ahill@asba.com](mailto:ahill@asba.com). This opportunity by invitation only for a limited time.

**Welcome to the friendlier side of referrals.**

# SUCCESS TEAM ADVISOR

## GUIDELINES:

Thank you for your interest in the ASBA Success Team program as an Advisor. You are afforded the opportunity to grow both personally and professionally.

### WHO ARE ADVISORS?

Advisors are active ASBA members who have distinguished themselves as business consultants, attorneys, marketing professionals or financial executives. Advisors are committed to the positive develop of the Arizona small business community.

You will gain:

- Association with the leading business organization setting the standard for success
- Referrals approx. 4 -10 small business professionals seeking your advice
- Opportunity to work in a team environment
- Make a real difference for others and develop yourself as a person / professional

### WHY SUCCESS TEAMS?

Small business owners need your assistance, especially if they're new to starting and growing a business. For some, that means seeking help from a more experienced colleague who can lead by example while for others, guidance may come in the form of networking events that connect them with professionals who've had similar experiences.

While those methods are great, often businesses need more intensive, ongoing help as they make crucial decisions that affect the direction of their businesses. A small business Advisor can bring the insight business owners need. Referral programs like

the Success Team can help connect small business owners with the right Advisors. Here are a few things we look for in our selection process and why you were chosen.

## SELECTION CRITERIA

Here are four (4) criteria we use for the selection of new Success Team members. Each Advisor must possess the following qualities and skills:

**1. Breadth of Experience:** Have they worked in different business categories? Have they worked for small businesses and/or in business?

**2. Depth of Experience:** There are many people who are passionate about the entrepreneurial spirit and work with small business clients every day. When selecting an Advisor, we look for the balance between enthusiasm and exceptional experience.

**3. A Coaching Mentality:** Advisors are often brought in to examine a business's current operations and make recommendations. But a successful small business Advisor will approach the task from a coaching standpoint, with the goal of ensuring the small business owner gets the skills necessary to thrive long after the Advisor is gone.

**4. A Small Business Background:** An Advisor who understands the unique dynamics of marketing, hiring, and competing with larger businesses and can translate that knowledge to the products or services our membership sells.

## HOW IT WORKS

Every ASBA membership starting at the "SUCCESS" LEVEL and above receives:

- An exclusive Success Team comprised of four (4) dedicated Advisors, one (1) professional from each of the following areas:
  - Accounting / Banking / Financial
  - Marketing / Social Media
  - Business Consultant / Manager
  - Legal / Attorney
- Two (2) complimentary consultation appointments with each Advisor at any location

With access to an amazing team and an agile approach, ASBA members will contact you directly to schedule their first private appointments within the first 30 days of membership. From there, you will design a program from your products and/or services together and assist the member on a regular basis.

The first two consultation appointments are complimentary appointments, Advisors may charge a fee or if desired, no fee at all. We recommend offering ASBA members a discount, however it is not required to participate.

## ADVISOR RULES & AGREEMENT

This Advisor Agreement, consisting of this Cover Page and the attached Business Terms (collectively, this “Agreement”), is made and entered into by and between ASBA and Advisor (each, as defined below). The Agreement shall become binding once Advisor clicks through and/or opens via attachment the Agreement in the manner provided by ASBA (the “Effective Date”). ASBA and Advisor are sometimes referred to as a “Party”, and together as the “Parties”.

“ASBA” means the Arizona Small Business Association., “Advisor” or “You” means the person or company (including Company Name and other information) detailed in the email/information submitted to ASBA.

### EXPECTATIONS

You will be expected to be an Advisor / consultant within ONE (1) of the following areas as a subject-matter expert:

- Accounting / Banking / Financial
- Marketing/ Advertising / Social Media
- Business Consultant / Operations
- Legal / Attorney

Advisors are not allowed to offer consulting services in more than one area. This opens the door for more Advisors to participate in the program.

### Consultations:

Most people are highly motivated to begin within the first few days after signing up as a new member. In order to sustain a high level of participation, we request every new member schedule a minimum of two (2) appointments with you within 30 days of joining ASBA. Therefore, Advisors must keep our staff informed when you are not available for new appointments (vacations, sick leave, etc).

### Free / No Costs / No Obligation:

All Advisors will provide at no-cost, two (2) free consultations for the first appointments with each member under the program. After these requirements are met, Advisors can charge members fees for services at their standard rates and must maintain their own accounting, transactions and collection of fees. ASBA will not engage in the exchange of monies. ASBA is not eligible for any incentives and does not collect fees.

### Payments:

ASBA does not pay Advisors for services, and will not accept invoices or make payment arrangements for Advisor services to its members/membership.

### Our Relationship:

Advisors are considered impersonal Advisory referrals for member-to-member connections. ASBA does not require Advisors to pay a fee to participate and our relationship is not considered a “for-fee” referral agreement. Advisors are not considered an employee or an outside independent contractor for the Arizona Small Business Association (ASBA). Under the Federal and State of Arizona laws participation in the Success Team Advisors program and our relationship constitutes an “impersonal” Advisory non-solicitation referral in compliance with legal and accountancy laws and/or code of ethics.

### CPAs / Accountants / Attorneys

In order to participate if you are a licensed CPA, Financial Advisor or Attorney you must provide ASBA and each of its members with a written copy of disclosure statement(s). Our third-party referral relationship, written agreement requires you to furnish to the prospective client at the time of any solicitation a current copy of the Advisor’s disclosure brochure along with a disclosure statement, which provides information related to the referral arrangement.

Only participating Financial Advisors must be registered [with the SEC] pursuant to section 203” of the Advisers Act, in order to participate in a referral program the Advisor must be registered with the SEC or State of Arizona. In accordance with the Rule, before or at the time of entering into an Advisory contract with that prospect, the Advisor must receive from such client a signed and dated acknowledgment of receipt of the solicitor disclosure statement and its brochure.

### Contracts / Agreements:

Blank copies of your current standard written contracts / agreements must be supplied and filed with an ASBA representative prior to receiving your first referral member. This is only for filing purposes and does not replace your normal business practices. ASBA will not share your information and will not send contracts to anyone on your behalf.

### Administration of Services / Appointment Setting

There's no cost or ongoing requirement for membership in the Success Team Program. In addition, ASBA does not bear the cost of selling, closing, implementing and servicing companies or member companies we refer. ASBA is not responsible for the development, operation or content of Advisor's Marketing Materials and Advisor agrees to defend, indemnify and hold ASBA harmless against any and all claims, actions, causes of action, damages, or expenses (including attorney fees) relating to the development, operation, content and maintenance of Advisor's Marketing Materials.

### Obligations / Termination

ASBA is not required to submit or refer business nor required to provide a certain number of referrals to Advisors. All parties agree, ASBA is not responsible for any unpaid fees or services rendered by members, businesses or Advisor business related expenses, collections, law suits, liabilities, royalties, payments, charges, invoices or fees of any kind.

### Termination.

Without Cause. ASBA shall have the right to terminate this Agreement at any time for any or no reason by giving ten (10) days' prior written notice to Advisor.

For Cause. Either Party may terminate this Agreement at any time, effective immediately upon written notice to the other Party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party shall provide written notice of such material breach and fourteen (14) days' opportunity for the breaching Party to cure such breach.

Effect of Termination. From and following the date of termination of this Advisor's Rules & Agreement under this Agreement shall terminate, and Advisor shall not be entitled to receive any Referrals or any payments under this Agreement.

### Additional Legal

Non-Disparagement. During the Term and for five (5) years thereafter, Advisor agrees that it will not disparage ASBA or any of its officers, directors or employees or otherwise take any action that could reasonably be expected to adversely affect ASBA's reputation. For purposes of this Agreement, "disparage" shall mean any negative statement, whether written or oral, about ASBA or any its officers, directors or employees. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the ASBA refusing to enter into this Agreement.

Parties' Expenses. The Parties shall each carry and pay all their respective costs, charges and expenses incurred by it in the performance of this Agreement, except as otherwise may be agreed-upon by the Parties in writing in advance.

Notices. All notices relating to this Agreement shall be delivered via email (with return receipt) or next-day mail to the addresses detailed in the Cover Letter or email addresses.

Governing Law; Jurisdiction; Dispute Resolution. This Agreement shall be governed by the laws of the State of Arizona, U.S.A, without giving effect to any principles of conflicts of law. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of Arizona, and the Parties agree not to raise, and hereby waive, any objections or defenses based upon venue or forum non conveniens. Prior to initiating any legal action arising under or relating to this Agreement, a Party shall provide the other Party written notice of a dispute and the Parties shall actively and in good faith negotiate with a view to speedy resolution of such dispute within ten (10) business days of the receipt of such notice.