

MERCHANT FIND USA
REFERRAL PARTNER AGREEMENT

This Referral Agreement (“Agreement”) is made effective as of _____ by and between _____ (“Company”) and Merchant Find USA., located at 260 Centre St Ste 4 Middleboro, MA 02346

WHEREAS, Merchant Find provides credit card, debit card, ACH, POS equipment, software and all related goods and services (“Merchant Find Services”) for Company’s referrals to Merchant Find.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment. Company hereby grants to Merchant Find a nonexclusive right to market and otherwise promote the Merchant Find’s Services and Company agrees to refer Leads to Merchant Find for potential enrollment in Merchant Find’s Services.
2. Residuals. Merchant Find will pay Company fifty percent (50%) of all revenue derived from Leads that enroll and purchase Merchant Find’s services. Merchant Find will continue to pay Company the residuals for the duration of the relationship between Merchant Find and an approved Lead. Residuals will be sent out within the first week of the month, following the month of collection.
3. Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first set forth below or until Merchant Find and Company enters into a transaction whereby residual revenues have been acquired by a third party.
4. Confidentiality and Non-Disclosure Use of Confidential Information. Each party that receives information (the “Receiving Party”) from the other party (the “Disclosing Party”) agrees to use reasonable best efforts to protect all non-public information and know-how of the Disclosing Party that is either designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential (“Confidential Information”), and in any event, to take precautions at least as great as those taken to protect its own Confidential Information of a similar nature. Each party agrees that the terms and conditions of this Agreement will be Confidential Information, provided that each party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business.
5. Non-Solicitation Without the prior written consent of Merchant Find, Company shall not knowingly directly or indirectly, engage in any business activity that interferes with, disrupts or attempts to disrupt any present business relationship between Merchant Find and Merchant Find’s suppliers. Company shall not solicit services directly from Merchant Find’s suppliers as names may be revealed throughout the relationship.
6. Amendment. This Agreement may only be amended by a written instrument, duly executed by the Parties.

IN WITNESS HEREOF, the parties have affixed their signatures hereto as of the dates set forth below.

Patrick Wilson, President
Merchant Find USA, INC

By: _____

Print Name: _____

Date: _____

(Company Name)

By: _____
PRINCIPAL OR CORPORATE OFFICER)

Print Name: _____

Title: _____

Date: _____

Company Contact Information:

Primary Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Fax: _____

Email: _____