

## Affiliate Terms & Conditions

This Agreement (“Agreement”) is by and between, eMerchant Inc. (“eMerchant”) and Affiliate (“Affiliate”), whereas, eMerchant provides Merchant Services which include credit card processing, merchant accounts, payment gateways and a variety of payment acceptance solutions (“Services”) and eMerchant wishes to retain Affiliate to provide contact information of persons or entities interested in purchasing eMerchant Services. This agreement contains the terms and conditions to become an Affiliate of eMerchant Inc whereby the Affiliate has, and is in development of, relationships complimentary to the Services offered by eMerchant.

1) **APPOINTMENT** – eMerchant appoints Affiliate and corresponding website as an Affiliate, a provider of leads and referrals pertaining to Merchant Services to eMerchant.

2) **LEADS** - Leads may be generated through the personal interaction of the Affiliate with any entity or individual(s). Affiliate may promote eMerchant Services and obtain contact information of those interested in learning more about such Services. eMerchant will provide a Contact Form to be used to measure, monitor and track the status of the lead. Payments will only be made on leads communicated through the Contact Form residing on eMerchants website.

Leads may also be generated from an HTML link from the Affiliate’s web site. eMerchant shall provide the Affiliate with an Affiliate Console, including a login and password. All ads must be approved by eMerchant BEFORE publishing. If the Ad or Banner is approved, eMerchant shall provide the Affiliate the appropriate HTML Code to link to a Contact Form specific to the Affiliate. Failure to follow this procedure may result in unpaid lead generation. Use of the console is at the sole discretion of eMerchant and permission may be revoked at any time.

Affiliate acknowledges that the lead status shall be determined by eMerchant. eMerchant will communicate the status of the lead inside the Affiliate Console. All Leads become the sole property of eMerchant and may not be re-sold by the affiliate at any time. eMerchant will attempt to convert the lead to a sale within 6 months of receiving the lead.

3) **COMMISSIONS** – Affiliate shall be paid \$50 per lead that satisfactorily purchases eMerchant Services (Converted Lead). Commissions will be paid on the last day of the month following the month the account was approved and “Boarded”.

4) **INDEPENDENT CONTRACTOR** – The relationship of eMerchant and Affiliate is that of Independent Contractors.

5) **TERM & TERMINATION** - The initial term of this Agreement shall be for a period of one (1) year. However, eMerchant retains the right to terminate this agreement at any time for any reason.

6) **NON-SOLICITATION** - Without eMerchants prior written consent (which consent may be withheld at eMerchant’s sole and absolute discretion), Affiliate shall not knowingly cause or permit any of their employees, agents, principals, affiliates, subsidiaries or any other person or entity to solicit or otherwise cause any Lead or Converted Lead that has been accepted by eMerchant or its vendors to terminate its participation in any of the eMerchant Services. During the term of this Agreement, Affiliate, its’ principals and its’ affiliates shall not enter into any agreement to refer or solicit leads for any competitor of eMerchant, including a direct relationship with any of eMerchants partners or vendors.

7) This Agreement shall be governed by and construed in accordance with the laws of the State of California (irrespective of its choice of law principles).

8) eMerchant disclaims all warranties, express or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability. eMerchant shall have no liability in contract, tort, negligence or otherwise to Source or any other third party arising out of any of products or services provided under this Agreement.