MERCHANT ADVOCATE™

Consultant
(Print Name) _____

Date _____

THIS CONTRACT IS IN EFFECT ONLY IF WE SAVE YOU $1,200 OR MORE PER YEAR.

Business Information

Legal Name	DBA		
Mailing Address	City	State	Zip
Federal Tax ID	Telephone	Fax	
Primary Contact	Name of Processor		
Years w/ Processor	Merchant ID Number		

Owner, Officer or Authorized Employee

Name & Title	Last 4 digits of SS #
Mobile Phone Number	E-mail Address	Equipment (List here POS System, Terminals or Software currently used)

Payment Method

Option 1 - Credit Card Payment

Credit Card Number	Expiration Date	Bank Account Number *

* IF PAYING BY CREDIT CARD, your bank account number is still necessary for us to negotiate with your processor for account verification purposes, but we do not need the routing number.

Option 2 - Direct ACH Payment

Name of Bank	Account Number	Routing Number

Confidentiality

As a material inducement for Client to enter into this Agreement Merchant Advocate, LLC ("MA") agrees that at no time during or following the term of this Contract shall they directly or indirectly, divulge, disclose or use for any non-Services-related purpose whatsoever, any "Confidential Information". "Confidential Information" includes merchant statement, and non-public confidential and proprietary data relating to the business of either party.

Corporate Resolution/Business Entity Acknowledgment of Acceptance/Individual Signature of Sole Proprietor

The indicated officer(s), owner(s), or employee(s) below have the authorization to execute this Contract on behalf of the here within named corporation or business entity and that they acknowledge receipt of all Terms and Conditions on the reverse side of this Contract. Merchant understands this agreement is in effect as of the date below.

I hereby authorize MA, its employees and any agent it so designates to communicate with my current credit processor on behalf of the above named merchant in order to obtain credit card processing statements and other necessary information, to discuss and negotiate my rate structure and to accept a lower rate. Communication may be written, verbal, electronic or any other form necessary for Merchant Advocate, LLC to fulfill its obligations to merchant.

X _____
Print Name

X _____
Signature   Date

THIS CONTRACT (the "Contract") between Merchant Advocate LLC, a limited liability company with offices located at 281 Route 34, Suite 101, Colts Neck, NJ 07722 (hereinafter referred to as "MA") and the business or individual(s) indicated on page 1 of this Agreement (hereinafter referred to as the "Client") has been entered into between the parties under the laws of the State of New Jersey as follows:

WHEREAS, MA is engaged in the business of negotiating and optimizing credit card processing fees on behalf of merchants who transact business by accepting payments through the use of credit and/or debit cards, and;

WHEREAS, Client desires to retain MA to negotiate and optimize Client's current credit card processing fees on Client's behalf (the "Services").

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, MA and Client agree as follows:

Section 1. Conferring of and Access to Information.
Client agrees that MA will act as its agent/consultant as it relates to the Services. Beginning with the execution of this Contract, Client will provide MA with the information, data, and/or documents needed by MA to provide Client with the Services, including copies of their most recent credit card statements and (when available) online access to such information. Client understands that MA will act on their behalf to secure online access from their processor if Client does not already have this capability.

Section 2. Initiation of Services.
Upon execution of this Contract and receipt of required Client Confidential Information, MA will assess the opportunity to realize savings of at least $1,200 annually from the Services (the "Initial Assessment"). **In the event this threshold is deemed unachievable by MA this Contract will be immediately terminated.** Otherwise, MA will begin to undertake the Services and actual cost reductions will be received by the Client in the ordinary course of business with the Client's processor. MA will provide Client with a monthly analysis report indicating the specific savings.

Section 3. Term and Fee
By accepting the reduction obtained by MA on Client's behalf, Client agrees to pay MA a fee equal to fifty percent (50%) of the savings experienced by Client for a period of four (4) years ("initial term") from the date upon which merchant receives their first monthly analysis from MA. Savings is defined as the difference between the initial processing expenditure prior to MA's involvement and the actual cost expended by the Client in subsequent months after MA begins to provide the Services. Such Rates may be adjusted during the course of this Contract to reflect mandatory increases imposed by the Card Associations, processors and technology providers that are otherwise unavoidable by Client if they had not entered into this Contract. Included in this definition are also procedures that Client implements on its own that are consistent with, or similar to, fee reduction opportunities recommended to Client as part of MA Services. MA will monitor and analyze Client's account to verify that the new negotiated rates, fees and other charges are in effect and are being properly applied by Client's Processor. MA shall report such findings to Client via electronic mail.

If Client changes processor during the term of this Agreement, Client hereby acknowledges and agrees that the new rates, fees and/or other charges obtained by Client by reason of changing processors are based on the new processor analyzing the then-current statement containing the rates, fees and/or other charges MA negotiated for Client. Therefore, MA shall be entitled to continue to receive the fee agreed to in Section 3 of this Contract. The fee will be based only upon the rates, fees and/or other charges negotiated by MA and MA will not collect any fee derived from the additional savings that Client may receive by changing processors.

In the event that MA is unable to achieve a minimum of $1200 in savings for the Client over the first year of this Contract, Client may cancel in the thirteenth (13th) month with no penalty.

Section 4. Expiration of Initial Term.
Upon expiration of the initial term, MA will continue to provide Services to Client on a monthly basis until such time as client notifies MA that they no longer wish to receive such Services. Such notification must be received by MA at least 90 days prior to the expiration of this Contract. Thereafter, client must provide not less than 30 days' notice of its intention to terminate. During each such renewal term, Client agrees to pay MA a fee equal to that defined in Section 3 of this Contract.

Section 5. Payment.
Client will provide MA with bank information or a credit or debit card to process the amount due each month.

Section 6. Notification of Changes.
Client shall immediately advise MA of any change in processors and/or bank accounts during the term of this Contract. Any failure on the part of Client to advise MA of a change in processors and/or bank accounts shall be considered a breach of this Contract.

Section 7. Breach.
In the event of a breach by Client, MA will notify Client via email and/or U.S. Postal Services, regular mail. Client must remedy the breach within 10 business days. If Client fails to remedy the breach, the "remaining consulting fee" (defined as the average consulting fee calculated to the date of the breach multiplied by the remaining months left pursuant to Section 3 of this Contract) will be immediately due. In addition, Client agrees to pay MA for all costs of collection, including, but not limited to, all legal fees and court costs.

Section 8. General Provisions.
Entire Contract. This Contract constitutes the entire agreement between the parties and all prior arrangements, written or oral, are superseded. No changes may be made except in writing signed by both parties.

Severability. If a court of competent jurisdiction shall determine any clause in this Contract to be unenforceable, only that portion is invalidated and does not affect the validity of the entire agreement.

Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Client acknowledges that MA is performing Services on behalf of Client in the State of New Jersey. Proper venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in the State of New Jersey. Client agrees to submit to the personal jurisdiction of courts located in the State of New Jersey.

Independent Contractors. MA and Client shall be deemed independent contractors and shall not be considered agents, or partners of the other, or to have entered into a joint venture.

Existing Obligations. Nothing in this Agreement shall relieve Client of any financial obligations under any existing contracts and MA shall have no liability with respect to such contracts or termination thereof.

Limitation on Liability. MA shall not be liable to Client for any claim, liability, loss, damage (actual or consequential), cost or expense (including legal and accounting fees and expenses) arising directly or indirectly from the MA Recommendations or any of its acts of omissions, and in all cases any liability to MA shall be limited to the amount paid to MA for the Services.

ACH Processing. This Agreement governs ACH transactions initiated by Merchant Advocate LLC to credit or charge the Client. Both parties agree to be bound by NACHA Operating Rules as they pertain to all ACH transactions initiated by Merchant Advocate LLC that credit or debit the Client's bank account and acknowledge that the origination of ACH transactions to the listed account must comply with provisions of U.S. law.

Third-party Indemnification. Client agrees to indemnify MA from any claims arising from all third- party providers, including but not limited to current or future processors, gateway or other technology providers regardless of whether such third-party was recommended by MA.