



Referral Partner Agreement

This Agreement is entered this ___ day of _____ 20___ by and between Optimal Payment Solutions, hereby referred to as "Optimal" and _____ (Referral Partner) hereby referred to as "Partner".

RECITALS

Optimal is in the business of providing payment processing solutions and services. Referral Partner desires to facilitate the mission of Optimal in exchange for a commission for its successful efforts; and whereas, Optimal and Partner wish to enter into this Agreement, whereby Partner will assist Optimal in acquiring new business, subject to the terms and conditions of this Agreement. Now, therefore, in consideration of the promises and mutual obligations and covenants contained in this Agreement, the parties agree as follows:

TERMS OF AGREEMENT

1. **Referral Partner Services:** Optimal shall provide Referral Partner with criteria for which it is willing to accept new business. These criteria may be modified from time to time during the term of this Agreement. Partner agrees to make introductions to Optimal and will be compensated per Section 3.
2. **Optimal Obligations:** Optimal agrees to work with Referral Partner and to pay a commission for new business that is obtained through introductions and efforts of Referral Partner.
3. **Referral Partner Responsibilities and Compensation:**

Commissions will be paid monthly for two years, or for the life of each client's contract, if Partner continues to actively refer new potential clients to Optimal. "Actively" is defined as referring a minimum of one potential new client to OPS every six months.

Commissions will be paid within 10 days after Optimal receives payment from its payment processing partners. Commissions will be paid for the life of each acquired account as described in Sections 6&7.

- Simple Referral - 10% (ten percent) of collected net revenue will be paid to the person or entity making an introduction, either in person, or via phone call or email to a potential new client regarding Optimal Payment Solutions' solutions or services.
- Managed Referral - 15% (fifteen percent) of collected net revenue will be paid to the person or entity who facilitates a business meeting between potential new client and Optimal Payment Solutions, with the intent of discussing Optimal Payment Solutions' solutions or services.
- Advisor Referral – 20% (twenty percent) of collected net revenue will be paid in special instances where Partner is engaged with client as an advisor or consultant, or provides goods or services, encourages a potential client to use Optimal solutions or services.
- Donation Referral – As an alternative to personal compensation, the Referral Fee can instead be donated to a designated nonprofit.

"Collected Net Revenues" means the monthly sales and management compensation paid to OPS by the credit card processing companies over the life of the contract.

4. **Invoicing and Client Contracts:** Optimal and Partner, to the best of their abilities, will maintain accurate records of customers for which commissions are owed. Partner will provide and maintain a list of prospective customers which Partner has or is pursuing.
5. **Right or License:** No right or license is granted hereunder by Optimal to Partner or its affiliated companies and their personnel under any present or future patent, trade name, copyright, trade secret or other intellectual right of Optimal or any invention made prior to, after, or independent of the Information exchanged under this Agreement.
6. **Payment of Commissions:** Optimal will only pay commissions to Partner on accounts which are qualified and sold only after Optimal has received partial payment deposits or full payment against these invoices on the accounts. If Optimal does not receive payment, then Optimal would not be so obligated to pay any commissions on that account to Partner. All commissions would be paid for the term of the account with Optimal Payment Solutions. Upon the termination of any account, Optimal would no longer be obligated and may cease paying commissions to Partner.
7. **Term:** This Agreement shall be in effect for 24 months and automatically renew for 2-year periods unless canceled by either party. Either party may terminate this Agreement without cause and for any reason by providing 30-days written notice to the other party. In the case of such termination, it is agreed that Partner will receive commissions on accounts for a period of one year after the effective termination date of this Agreement, or until such customer accounts are terminated.
8. **Governing Law:** This Agreement shall be governed by the laws of the State of California.
9. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. **Limitation of Liability:** Notwithstanding anything to the contrary contained herein, neither party shall have any liability to the other party or to an Indemnified Party for any of the following: Any loss resulting from any failure or delay in performance if such failure or delay is caused in whole or in part by an act of God, war, act of terrorism, civil disturbance, court order, labor dispute, fire, system failure or other cause beyond its reasonable control including, without limitation, failure of telecommunication lines or telephones. Special, indirect, incidental or consequential damages, including, without limitation, damages for lost revenues or lost opportunities, gross negligence accepted.
11. **Reciprocal Obligation:** Each party ("Indemnifying Party") shall indemnify, defend and hold the other party and its officers, directors, employees, Partners, shareholders, partners, affiliates and representatives (collectively, "Indemnified Parties") harmless from and against any and all claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorneys' fees) incurred by, or imposed or asserted against, the Indemnified Parties as a result of the Indemnifying Party's negligence or failure to perform or improper performance of this Agreement or under any addendum.
12. **Relationship of parties:** The parties are and shall be, with respect to the subject matter of this Agreement, independent contractors of one another and nothing in this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties.

12. Entire Agreement: This constitutes the entire agreement and supersedes any verbal or previous written agreements between the parties. None of the terms of this Agreement shall be amended or modified except in writing and signed by both parties. In witness whereof, the parties have executed, or caused this Agreement to be executed, as of the date above written:

Sales Partner:

Optimal Payment Solutions

Signature: _____

Signature: _____

BY:

BY:

Title:

Title:

Date:

Date: