



Consultant _____
(Print Name)

Date _____

THIS AGREEMENT IS IN EFFECT ONLY IF WE SAVE YOU \$1,000 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 *
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* 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
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Corporate Resolution/Business Entity Acknowledgement of Acceptance/Individual Signature of Sole Proprietor

The indicated officer(s), owner(s), or employee(s) below have the authorization to execute the Client Agreement 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 agreement. 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 to fulfill its obligations to merchant.

X _____

Print Name

X _____

Signature

Date

100 Town Square Place, Suite 202, Jersey City, NJ 07310
Phone 732-727-2073 Fax 732-862-1129

THIS CONTRACT (the "Contract") between Merchant Advocate LLC, a limited liability company with offices located at 100 Town Square Place, Jersey City, New Jersey, 07310 (hereinafter referred to as "MA") and the business or individual(s) indicated on page 1 of this Contract (hereinafter referred to as the "Client" or "Merchant") has been entered into between the parties within the State of New Jersey as follows:

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

WHEREAS, Client is currently processing its payments through the credit card processor identified on the face page of this CONTRACT (hereinafter "Processor"); and

WHEREAS, Client desires to retain MA to negotiate with Client's current credit card Processor on Client's behalf and acknowledges and authorizes MA to contact Client's current credit card Processor, to negotiate and accept a rate reduction on Client's behalf.

1) By accepting the reduction obtained by MA on Client's behalf, Client agrees to pay MA a fee equal to fifty (50) percent of the savings experienced by Client for a period of three (3) years ("initial term") from the date upon which merchant receives their first monthly analysis from MA. MA may 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. In the event that MA is unable to achieve any savings for client over the first 13 months of this contract, client may cancel after the 13th month with no penalty.

2) Upon expiration of the initial term, Merchant Advocate will continue to provide consulting services to client on a monthly basis until such time as client notifies MA that they wish to no longer receive such services. Such notification must be received at least 30 days before the expiration of any term. During each such renewal term, Client agrees to pay MA a fee equal to fifty (50) percent of the savings continued to be experienced by Client as defined in paragraph 1 of this Contract.

3) Client authorizes MA to utilize the Automated Clearing House ("ACH") Network to debit the fee due MA each month from the bank account designated on page 1 of this Contract. Alternatively, MA will charge the designated credit card listed on page 1 of this Contract if client prefers to remit fees due MA by means of a credit card. MA agrees not to debit any funds or charge any credit card unless and until MA is able to optimize Client's merchant account. Client shall be subject to a service charge equal to \$25.00 should Client's ACH attempt be returned or credit card charge be declined for any reason.

4) 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 paragraph 1 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.

5) If requested, Client agrees to provide to MA copies of any statements received from Client's past or present processor during the term of this Contract.

6) 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.

7) In the event of a breach by Client, MA will notify Client via email and U.S. Postal Service, 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 paid to the date of the breach multiplied by the remaining months left pursuant to paragraph 1 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.

8) General Provisions:

A. 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.

B. Governing Law. This Contract shall be governed by the laws of the State of New Jersey. Client acknowledges that MA is performing all services on behalf of client in the State of New Jersey. Proper venue for any dispute arising from this Contract shall be in any state or federal court of competent jurisdiction in the State of New Jersey. Client and Guarantor(s) agree to submit to the personal jurisdiction of courts located in the State of New Jersey.

C. 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 in to a joint venture.

D. Existing Obligations. Nothing in this Contract 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.