

“Matrevic Invoice”

**Agent Agreement**

**THIS E-COMMERCE MERCHANT SERVICES AGREEMENT** (“Agreement”) is signed on This \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_\_\_

Among:

**Matrevic Investments Limited is** a company, with a main office address of P.O BOX **64873-00620 Nairobi, Kenya. Office at Bhavesh Centre, 2nd floor, Ngara Rd, Kenya.**

 (hereafter collectively referred to as “Service Provider”).

AND

“Insert your company name and address”

 (hereafter collectively referred to as “AGENT”).

**In consideration of the mutual benefits** to be derived by the association and/or affiliated companies, individuals, corporations, partnerships, Agents, assignees, trustees, executors, or guarantors about transactions between “Service Provider" and "Agent ".

Whereas, the parties are mutually desirous of consummating various business transactions in cooperation with one another, specifically, payment processing brokerage with “Agent”, acting as an independent contractor for, “Service Provider” for their mutual benefit, and;

Whereas, it is agreed that neither party shall contact, in any manner, any third party, introduced by either party to this agreement, specifically for the purpose to compete with the introducing party of this agreement.

Now, therefore, the parties agree to abide by the terms and conditions set forth for that purpose:

# Section 1.1 “Service Provider” Obligations.

1. “Service Provider” shall provide referral “Agent” and accepted Merchants with its customary support and service.
2. “Service Provider” shall respond promptly within a reasonable period to “Agent’s” period referrals for boarding and approvals.
3. “Service Provider” shall provide notification to “Agent” on Merchants whose quality performance is under question. This includes reporting or statistics relating to said quality of business, i.e. chargebacks
4. “Service Provider” will provide reporting on Merchant production and payouts. “Agent” will have access to sub-logins, per the approval of the “Service Provider” to view “Agent’s” Merchant activity where applicable.
5. “Service Provider” will provide “Agent”, where applicable, overrides/commissions on Merchants that are set up directly with “Service Provider’s” banking relationships.
6. “Service Provider” shall provide “Agent” with a list of products its banks find unacceptable to process and a list of countries where the Bank does not want to process business.

See Addendum B

* Excluded Products and Countries
1. “Service Provider” will respond to “Agent” within 48 hours regarding any funding request or issue.

# Section 1.2 “Agent” Obligations.

A, “Agent” shall provide Merchants for “Service Provider’s” processing accounts that are consistent with the type of products that are acceptable to “Service Provider” and their bank(s).

B. “Agent” shall exercise quality control and monitor (with supportive reporting from the “Service Provider”) their Merchants so that it meets the Banks/”Service Provider’s” chargeback level of acceptability.

# Section 2.0. Term.

1. Length of Agreement. This is a revolving agreement for two (2) years e affixed below and is to be applied in any relationships introduced. any hereby confirm that entities, corporations, trusts, or individuals, lenders or borrowers, buyers sellers clients, or prospective clients, arising from this association are currently, and in the future, the introducing parties' signatories, shall remain so for the duration of this agreement.
2. Renewal / Termination of Contract. The revolving term of this agreement is apprehended as a means to continue with this agreement after two years, for another period of two nursing only until one party provides a written statement that they will not continue with the agreement. This written statement is only valid when either party provides written cancellation documentation at least two months before the automatic renewal of this agreement.

# Section beforeeral Provisions.

1. This is to confirm that, save as hereinafter provided, both parties agree that they will not make any contact with, deal with, attempt to deal with, solicit, or otherwise be involved in any transaction(s) with any banking or lending institution, equipment lessor, corporations, companies, or individuals, lenders or borrowers, buyers or sellers, or any relationship introduced by another party without specific and expressly agreed permission another party in writing, or where it has been deemed vital for the normal operation of this relationship.
2. Save as hereinafter provided, both parties hereby agree to keep completely confidential the names of any banks, lenders or borrowers, buyers or sellers, clients or prospective clients, introduced by any of the named signatories or their associates. Such identity shall remain confidential during the applicable transactions and the duration of this agreement and shall include any telephone numbers, addresses, telefax or fax numbers, website or electronic information, other pertinent information, etc. Such information is considered the property of introducing party, and we hereby agree to discuss same among ourselves for the determination as to what shall be disclosed, and mutually to agree on what procedures to use.
3. This Agreement shall in no way be construed as being an agreement of partnership in such way any of the signatories of this agreement shall make any claim against separate dealings, ventures, or assets of the signatory nor shall any signatory be liable for any signatory's commitments or liabilities in business or personal dealings or situations.

# Section 4.0. “Agent” Payments. See Addendum “A”

1. All payments are subject to change due to changes in Merchant rates and fees, provided “Service the Provider” gives Merchants advance notice of any change. Any notices are to via email for authentic verification.
2. “Service Provider” shall pay “Agent” any payments due via Bank Transfer. Payments are made on those Merchant accounts or Merchant service accounts that remain open, paid the required fees, and were not in collections during the preceding month. Any funds that exceed what Merchthe ant owes will be distributed to “The agent” and will receive compensation north in this Agreement for as long as “Service Provider” receives revenue attributable to Merchants placed under this Agreement despite any cancellation, expiration, or termination of this Agreement. In witness whereof, the parties executed the agreement this\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

 By:

Signature:

Title:

Date:

# and

**By:**

Signature:

Title:

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Addendum A “Agent” Buy Rate**

“Service Provider” will pay Agent an amount equal to :

1. All the funds received by ............................................................................... from merchants submitted by Agent to ............................................................................... under this Agreement

1. Less the costs as set Fourth below

| **ITEM** | **AMOUNT** |
| --- | --- |
| CREDIT & DEBIT DISCOUNT RATE (NET) |  |
| MERCHANT PAYOUTS PERIOD |  |
| TRANSACTION | 180-day |
| 180-day rolling RESERVE | If applicable |
| CHARGEBACKS FEES | If applicable |
| REFUNDS FEES | If applicable |
| WIRE TRANSFER or ACH |  |
|  |  |
|  |  |

# Addendum B

**Excluded Products and Countries**

1. The following product(s) are not acceptable to Bank or “Service Provider” for processing. They **are;**
2. The following Countries are not acceptable to Bank or “Service Provider” for processing. They are;
	1. OFAC Countries