

Sample Partner Agreement - *eCommerce* *Merchant Partners*

Merchant Partner Agreement Overview

The Merchant Partner Agreement is a formal contract between PassivePartnerPros and the Merchant Partner (MP) outlining the terms and conditions of their collaboration. The agreement defines the roles, responsibilities, and legal obligations of both parties in establishing and operating a new business entity (LLC) for online commerce.

1. Roles and Responsibilities

Merchant Partner (MP) Role:

- The MP is responsible for assisting the Company and its partners in acquiring Merchant Identification Numbers (MIDs), which are essential for processing online credit and debit card transactions for the LLC.
- The MP will help with the application and verification processes for the MIDs.

Company's Role:

- The Company is responsible for covering all financial, legal, and tax liabilities related to the LLC and MIDs.
- All business-related expenses, including LLC formation, website maintenance, marketing, and operational costs, are managed exclusively by the Company.
- The Company will also oversee the LLC's business bank accounts, ensuring that the MP has no access to or claim over the account contents.

2. Compensation Structure

The MP is entitled to monthly compensation for each membership once the Merchant Account is approved. The Company may choose to make an initial payment to the MP before MID approval, but this is at the Company's discretion. If MIDs are not secured, the Company will not be able to compensate the MP, which could lead to the LLC's closure.

3. Legal and Financial Protections

The Company provides full indemnification to the MP, ensuring that the MP is protected from any liabilities arising under the agreement. The Company assumes all risks associated with the partnership, further insulating the MP from financial or legal exposure.

4. Business Termination Provisions

The Company retains the right to suspend or terminate the agreement if the MP violates its terms. Upon termination, the Company will cease using the LLC and its associated MIDs, and the LLC will be formally closed within 60 days.

5. Intellectual Property and Communication

The MP is required to disclose any communications related to the MIDs and assist in modifying or closing them as instructed by the Company. All intellectual property rights, including trade and service marks associated with the LLC, belong exclusively to the Company.

6. Legal Relationship and Governing Law

The agreement explicitly states that it does not establish any agency, employment, ownership, partnership, or joint venture between the parties, except as outlined in the terms. The agreement is governed by Delaware law, and any disputes will be resolved in Kent County, Delaware.

7. Miscellaneous Provisions

No Investment Required: The MP is not required to make any financial investment or purchase to participate in the program.

Non-Waiver Clause: Any waiver of terms does not imply a waiver of future compliance, ensuring the integrity of the agreement's terms over time.

Survival Clause: Certain provisions of the agreement will remain in effect even after the agreement is terminated.

Conclusion

The Merchant Partner Agreement plays a crucial role in defining the collaboration between PassivePartnerPro and the MP. It outlines clear guidelines to ensure both parties understand their obligations, protections, and the scope of their relationship. This agreement ensures that the MP's involvement in the eCommerce Partner Program is low-risk, with the Company bearing the financial and legal responsibilities associated with the partnership.