REFERRAL AGREEMENT

This agreement is made and entered into as of the [day] _____ [month] _____, 20___ by and between Tap My Resources.com, Inc. dba TMR Payment Processing ("TMR") and [Referral Partner Name] _____ with its principal office at [Referral Partner address] _____("Company").

WHEREAS, TMR is engaged in the business of financial transaction processing which includes, but is not limited to, the processing of and facilitation of the payment of charges representing purchases of goods and services made with bankcards and providing these accounts with necessary service and support systems;

WHEREAS, Company desires to refer merchants ("Referred Merchants") to TMR in contemplation of such Referred Merchants entering into a contract with TMR for payment processing services:

WHEREAS, TMR and Company each represent to the other that each has the full right, power, and authority to enter into this Agreement and to perform its respective obligations hereunder, the parties agree as follows:

1. REFERRAL REBATE OBLIGATIONS

1(a). Subject to the terms of Section 2(b) below, TMR shall pay Company a **monthly residual payment** ("Referral Payment") for each specific merchant applicant ("Referred Merchant") who enters into a TMR Merchant Application and Agreement ("Processing Agreement") which is accepted ("Approved") by the Credit Department and the Referred Merchant processes a minimum of one (1) Visa or MasterCard actual consumer transaction from their business location. The Referral Payment amount will be as follows:

20% of the monthly accumulated profit from ("Referred Merchants") for 1-5 accounts.
25% of the monthly accumulated profit from ("Referred Merchants") for 6-15 accounts.
30% of the monthly accumulated profit from ("Referred Merchants") for >16 accounts.
Upfront Bonus will be split 50/50 if applicable.

For the term of this Agreement, the above Referral Payment will be **paid to Company monthly** by the **15th day of the following month**. (A form 1099-NEC will be issued at the end of each year if income exceeds $600.)

1(b). Company understands and agrees that it will in no way be responsible for, have an ownership interest in or be a party to the Processing Agreement between TMR and any Referred Merchants. TMR, in its sole discretion, may contribute any and all Referred Merchants to any TMR alliance entity, present or future. Additionally, Processing Agreements with Referred Merchants and the rights and obligations thereunder may be assigned by TMR and/or its clearing bank(s), in whole or in part, in their sole discretion, subject only to specific limitations, if any, established in the applicable Processing Agreements.

1(c). In the event a Referred Merchant already has an existing contractual relationship with TMR at the date such referral is made to TMR by Company, such merchant will not be considered a Referred Merchant and Company will not be entitled to any Referral Payment otherwise expected pursuant to the terms of this Agreement.

2. TERM AND TERMINATION

2(a). The initial term of this Agreement shall be three (3) year commencing from the date first written above. After the initial term, this Agreement may, but is not required to be, renewed or renegotiated by the parties for an additional one (1) year term(s).

2(b). Either party may terminate this Agreement immediately for cause, including but not limited to the fraud or material breach by the other party. In the event this Agreement is terminated by TMR for cause, including but not limited to Company's fraud or a material breach of this Agreement prior to the term set forth in Section 2(a) above, TMR's Referral Payment amount payment obligations to Company shall immediately cease with respect to transactions occurring on or after the date of termination.

2(c). TMR's bankcard processing relationship with any Referred Merchant may be terminated at any time pursuant to the terms and conditions set forth in the individual TMR Merchant Application and Agreement with each Referred Merchant. Notwithstanding the foregoing, in the event that this Agreement is terminated for any reason whatsoever, TMR will not be required to terminate its Agreement with any Referred Merchants.

3. CONFIDENTIALITY

3(a). Each party agrees that it will not divulge to third parties without the written consent of the other, any confidential information obtained from or through or in connection with the performance of this Agreement. The parties further agree that they will not, without the prior written consent of the other, disclose to any third party any information developed or obtained in the performance of this Agreement. For purpose of this paragraph, by way of illustration and not limitation, the term "confidential information" shall include lists of Referred Merchants that process with TMR, pricing information, computer access codes, instruction and/or procedure manuals and all other information of a similar nature or character. However, the above obligations of confidentiality shall not apply to information which through no fault of each party hereto:

a. Was already known to such party prior to disclosure of it to such party by the other whether or not such disclosure predates this Agreement;

b. Is or becomes publicly available;

c. Is disclosed to either party by a third party (not an affiliate of either party) who has the right to make such disclosure;

d. Is independently discovered by either party hereto;

e. Is specifically approved in writing by either party to release; or

f. If any third party can produce obtain or derive from publicly available apparatus.

3(b). Company shall not use the name of Tap My Resources.com Inc, TMR, any of its clearing banks, or any of TMR's other affiliates in connection with any representation, solicitation, advertising or promotion without prior full disclosure of same to TMR, and TMR's prior written consent thereto, which consent shall not be unreasonably withheld.

4. INDEMNIFICATION

4. Each party shall indemnify, defend, and hold the other party, their affiliates, and any of its directors, officers, employees, and agents harmless from any action, or threatened action, suit, or proceeding brought by a third party arising out of the other party's actions under or in furtherance of this Agreement and against any and all expenses (including reasonable and ordinary attorney's fees), judgments, fines, and amounts paid in settlement, provided that (i) each party promptly notifies the other party of any such action, suit or proceeding and (ii) each party cooperates with the other party in the defense of any such action, suit or proceeding. The provisions of this paragraph shall survive the termination of this Agreement.

5. LIABILITY

5. Should it be necessary for either party to enforce or defend its rights under this Agreement in any legal proceeding or otherwise, the non-prevailing party shall reimburse the other on demand for all of the reasonable costs and expenses, including reasonable attorney's fees incurred. In no event, however, shall either party's liability, if any, include special, consequential, or exemplary damages, including lost revenues, profits, and business opportunities. The parties agree to reimburse each other for all reasonable costs and expenses including reasonable attorney's fees, in responding to legal process received by the other with respect to any records pertaining to the other party. The provisions of this paragraph shall survive the termination of the Agreement.

6. ASSIGNMENT

6. This Agreement may not be assigned by either party, other than to an affiliate of said party, without the prior written consent of the other party, which consent will not be unreasonably withheld. Any consent to any assignments shall not be deemed to be consent to any subsequent assignment.

7. NOTICES

7. Any notice or other communication required or permitted by this Agreement to be delivered to the parties shall be in writing, sent by U.S. registered or certified mail, return receipt requested or hand delivered, or by overnight delivery, addressed as follows:

A. If to TMR:
Tap My Resources.com Inc
TMRPayments@gmail.com

B. If to Company:
REFERRAL PARTNER NAME: _____

Address: _____

City, state and zip: _____

EIN# or SS#: _____

Or to other such addresses as TMR and Company designate by notice sent in accordance herewith. Any such notice shall be effective upon mailing.

8. RELATIONSHIP OF THE PARTIES

8. Nothing contained herein shall be deemed to create any associations, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. Company and TMR agree that they will not hold themselves out as agents or employees of, joint ventures, co-principals or co-employers of each other, by reason of this Agreement, and that Company and TMR will not knowingly permit any of their employees, agents, representatives and/or subcontractors to hold themselves out as, or claim to be officers or employees of the other, or any of the other's affiliates by reason of this Agreement.

9. EXECUTION BY FACSIMILE OR ELECTRONICALLY

9. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one original document. This agreement may be executed by facsimile or electronic signatures."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date first written above.

REFERRAL PARTNER

Company/Individual Name:

_____

By (Sign):_____

Title: _____

Date: _____

Tap My Resources.com Inc

By: _____

Date: _____