

Partner Terms and Conditions

When you apply to become a SecureTrading Partner, you will be asked to agree to our Terms and Conditions. A copy of these Terms and Conditions is reproduced below.

This Agreement sets out the terms on which SecureTrading Limited (“**We**” “**Us**” “**Our**” “**SecureTrading**”) will appoint you as a Partner. This Agreement consists of these Terms and Conditions and any schedules and any procedural policies rules, guides and notices We may issue from time to time.

This Agreement is made on the date when SecureTrading accepts your application (“**Effective Date**”) and is made between SecureTrading Limited (Registered number 04591066) whose registered office is situated at The Mansion House, Plaistow Lane, Bromley, Kent BR1 3TP (“**SecureTrading**”) and the legal entity described in the application form you have completed (“**You**”, “**the Partner**”)

1 Services

- 1.1 SecureTrading hereby appoints the Partner, on a non-exclusive basis, to endorse, market, sell and support the products and services offered by SecureTrading to persons and entities that are not already customers of SecureTrading or who have not been a customer of SecureTrading or are not actively being marketed by SecureTrading or any other partner (“**Prospects**”). The Partner will act as an introducer of SecureTrading to Prospects in accordance with this Agreement (the “**Services**”). The Partner shall (for the duration of the Agreement) be entitled to refer to itself as a “SecureTrading Authorised Reseller” in the performance of Services. The Partner shall be entitled to earn commission based upon Transaction Fees paid to SecureTrading in respect of the Products specified in the Schedule (“**Products**”) in accordance with these Terms and Conditions
- 1.2 This Agreement shall commence on the Effective Date and the Partner will continue to provide the Services for a period of one year (“**Initial Period**”). After the Initial Period the Agreement shall be automatically extended for successive one year periods. SecureTrading may terminate this agreement in accordance with paragraph 5 below and either party may terminate the agreement at the end of the then current period by giving one month’s prior written notice before the end of that period.
- 1.3 Within one month of the date hereof the Parties shall cooperate in good faith to create a list of Prospects (including existing customers of the Partner) for targeting as potential users of the SecureTrading Products. In particular such list shall identify those Prospects who are already the subject of an approach by either Party and shall detail the stage of negotiations with such Prospects. SecureTrading will advise if any of them are for any reason unacceptable to SecureTrading as potential Merchants (provided that if SecureTrading shall not so advise this will not detract from SecureTrading’s absolute discretion as to whether or not it subsequently contracts with a Merchant as stated in clause 3.4.1. below). Only Prospects who enter into a Qualifying Merchant Agreement and begin to pay Transaction Fees (as specified in the Schedule) to SecureTrading shall generate the payment of Commission to the Partner, and for these purposes a Qualifying Merchant Agreement is one entered into with a Merchant who has not been identified as disqualified by virtue of the stage of negotiations between such Merchant and SecureTrading. This prospect list process shall be repeated at 3 monthly intervals throughout the term of this Agreement.
- 1.4 The appointment of the Partner in clause 1.1 does not constitute the creation of any relationship of agency between the Parties, not shall it create any partnership or joint venture and the Parties

explicitly state it is their respective intention to enter into this Agreement on an arms' length basis as independent contractors only.

2 Licence

- 2.1 SecureTrading grants to the Partner a non-transferable, revocable licence to use any promotional documents or other branding material that SecureTrading may in writing authorise for use by the Partner or supply to the Partner in connection with this Agreement from time to time, for the sole purpose of providing the Services. This licence shall immediately terminate upon expiry or termination of this Agreement. All intellectual property rights in any materials supplied to the Partner by SecureTrading or developed by the Partner in carrying out the Services shall vest in and remain the property of SecureTrading. All such materials shall be returned to SecureTrading if this Agreement is terminated for any reason.
- 2.2 The Partner grants the right to SecureTrading to publish its name as a partner in promotional material including on its website and to issue a press release regarding the signing of this agreement.

3 Obligations

- 3.1 The Partner shall:
 - 3.1.1 comply with SecureTrading's reasonable requests from time to time in terms of providing information and documentation relating to the Services and relating to any prospective or introduced Customer ;
 - 3.1.2 at all times perform the Services with all reasonable skill, care and diligence acting in good faith and in accordance with any partner policies or guidelines published by SecureTrading from time to time and shall perform the Services with at least the same vigour as it promotes and markets its own or other payment services;
 - 3.1.3 use its best endeavours to conduct the Services so as to protect, safeguard and not prejudice the image of SecureTrading, SecureTrading's Products or the intellectual property rights of SecureTrading;
 - 3.1.4 ensure its staff are sufficiently well trained and skilled to perform the Services in accordance with the terms of this Agreement.
 - 3.1.5 notify SecureTrading of any change in the ownership or control of its business
- 3.2 The Partner will promptly inform SecureTrading of any conflict of interest which might arise between its obligations to SecureTrading and any of its other activities. In particular the Partner will notify SecureTrading in the event that its business relationship with any Prospect or Introduced Customer who has entered into a Qualifying Merchant Agreement is terminated or expires.
- 3.3 The Partner must not, in providing the Services or otherwise, use any promotional material whatsoever in relation to SecureTrading, SecureTrading's Products or the Partner's relationship with SecureTrading, other than that specifically authorised in writing by SecureTrading or provided to the Partner by SecureTrading specifically for use in accordance with this Agreement.
- 3.4 The Partner's role is as an introducer only. Accordingly, the Partner will not:

- 3.4.1 hold itself out in any way as having authority to bind or commit SecureTrading to entering into a Merchant Agreement with a Merchant and it shall be at SecureTrading's sole and absolute discretion whether or not it enters into a Merchant Agreement with any Prospect;
 - 3.4.2 have, or hold itself out as having, any authority to commit SecureTrading to any obligation or liability of any kind whatsoever;
 - 3.4.3 represent itself as SecureTrading's agent for any purpose or give any condition or warranty or make any representation on SecureTrading's behalf; or
 - 3.4.4 make any statements, promises or guarantees with reference to SecureTrading's Products or business beyond those contained in the promotional materials that SecureTrading supplies to the Partner, or otherwise incur any liability on SecureTrading's behalf.
- 3.5 The Partner acknowledges that all copyrights, trade marks, logos, trade names, know how, database rights and other intellectual property rights, whether registered or unregistered, relating to SecureTrading or to any of SecureTrading's Products or business, are owned by or licensed to SecureTrading and that the Partner shall obtain no rights whatsoever in respect of such intellectual property rights. The Partner shall not use any materials that SecureTrading discloses to the Partner in connection with providing the Services for any other purpose. In addition, the Partner hereby grants to SecureTrading an exclusive, royalty-free, worldwide, perpetual, irrevocable licence to use any suggestions for improvements, ideas or materials that the Partner provides to SecureTrading in connection with SecureTrading's Products.
- 3.6 The Partner acknowledges that all information provided in the partner application form is correct and that if it is not SecureTrading shall be entitled to terminate this Agreement immediately in accordance with paragraph 5 below. The Partner shall notify SecureTrading of any change in its circumstances which might affect the terms of this Agreement.
- 3.7 If the partner is receiving the exclusive commission rate it shall immediately notify SecureTrading in writing in the event that a prospective customer does not wish to use SecureTrading's services or insists upon using the services of a direct or indirect competitor of SecureTrading.

4 Payment

- 4.1 Within 20 days of the beginning of each month SecureTrading will provide to the Partner a statement by email or by post detailing the live (i.e. have commenced generating Transaction Fees) SecureTrading customers that the Partner has introduced to SecureTrading during the previous calendar month ("**Statement**").
- 4.2 Provided that SecureTrading has invoiced such Introduced Customer more than a minimum of £20.00 during the previous calendar month SecureTrading shall pay the Partner commission in respect of each Introduced Customer in accordance with Schedule 1 as amended from time to time.
- 4.3 SecureTrading shall be entitled to set-off against payments due or to otherwise recover from the Partner any sums paid under this Agreement which were paid in error or in circumstances where had SecureTrading been aware of all the circumstances commission would not have been paid.
- 4.4 The Partner shall raise an invoice within 30 days of the date of the Statement, representing the Commission due to the Partner as stated on the Statement and SecureTrading shall settle such invoice within 30 days of receipt.

- 4.5 The Commission will be the only amounts due to the Partner as a result of providing the Services. SecureTrading will not reimburse the Partner for any business expenses, unless otherwise agreed in writing in advance with SecureTrading.
- 4.6 Commission shall be payable for the period indicated in the Schedule provided that the Agreement has not been terminated
- 4.7 For the avoidance of doubt, no Commission or no further commission shall be payable to the Partner in respect of any Introduced Customer
 - 4.7.1 in respect of any revenue received by SecureTrading from an Introduced Customer if SecureTrading has a pre-existing relationship with that Introduced Customer or that Introduced Customer has been referred to SecureTrading by another partner prior to the Partner referring that organisation.
 - 4.7.2 If Commission from SecureTrading is due to or has already been paid to any third party in respect of that Introduced Customer
 - 4.7.3 Where the Partner had a business relationship with the Introduced Customer and that business relationship ceases
- 4.8 Nothing in this Agreement will create any employment contract, agency distributorship, partnership or joint venture or similar arrangement between SecureTrading and the Partner. Accordingly, SecureTrading will not be responsible for any income tax, VAT, national insurance or social security contributions and any other similar taxes or payments to which the Partner is liable in its jurisdiction. The Partner agrees to indemnify SecureTrading and keep SecureTrading indemnified in the event that SecureTrading is called upon to account to the appropriate authorities in its jurisdiction in respect of such taxes, contributions and payments.

5 Termination

- 5.1 SecureTrading may at any time and by notice in writing terminate this Agreement with immediate effect if:
 - 5.1.1 the Partner commits a material breach of its obligations under this Agreement and fails to remedy the same (if capable of remedy) within a reasonable time or within the period stipulated by SecureTrading in a notice;
 - 5.1.2 the Partner is prevented from efficiently performing its obligations under this Agreement due to circumstances that continue or are likely to continue for a period of more than one month;
 - 5.1.3 the Partner, or any of its employees involved in providing the Services, is found guilty of misconduct or is convicted of a criminal offence which may bring the Partner or SecureTrading into disrepute; or
 - 5.1.4 the Partner becomes insolvent or there is a material adverse change in its financial condition, business or assets
 - 5.1.5 the Partner fails to provide to SecureTrading information as required under the terms of this Agreement or any other relevant information or gives SecureTrading false or misleading information (including the information provided in the Partner application form).

- 5.1.6 Where SecureTrading has reasonable grounds to believe that the Partner will no longer be able to properly fulfil their duties under this agreement
- 5.1.7 The Partner has not introduced any Customers to SecureTrading during the previous six month period
- 5.2 Upon termination of this Agreement, the Partner will immediately provide to SecureTrading all documents and materials which relate to SecureTrading's products, services or business (including, without limitation, documents, papers, correspondence, accounts, records, lists and any promotional materials whatsoever) and which are in its possession or under its power or control and the Partner shall not take, retain possession, power or control, or dispose of any copies of the same without SecureTrading's prior written consent. The Partner will also provide SecureTrading with details of all contacts, database information or any particulars of this nature that the Partner has gained as a result of providing the Services.
- 5.3 Upon expiry or termination of this Agreement, the Partner will not:
 - 5.3.1 in any way indicate, suggest or publicise any continuing connection between the Partner and SecureTrading which is in any way incorrect or misleading; nor
 - 5.3.2 cause or seek to cause to be terminated or adversely affected or otherwise interfere with any agreement or arrangement of any kind between SecureTrading and an Introduced Customer.
 - 5.3.3 Be entitled to any further commission payments

6 General

- 6.1 Any notice to be given under this Agreement shall be in writing and may be sent by email facsimile or by post. The preferred method of communication is email. Notices from the Partner to SecureTrading should be sent by email to together@securetrading.com or by post to The Sales Department SecureTrading Limited at European Operations Centre, Parc Menai, Bangor, Gwynedd, UK LL57 4BL or by facsimile to 01248 672079. Notices to the Partner will normally be sent to the email address indicated on the partner application form. or by post or facsimile to the address or number on the partner application form. The parties shall notify each other of any change in their contact details for notices as set out in this clause.
- 6.2 Notices sent by post will be deemed to have been received upon the expiration of two (2) working days after posting. Notices sent by facsimile will be deemed received on generation of a successful transmission notice or, if this falls after close of business, on the following working day. Emails will be deemed to have been received one hour after being sent or, if this falls after close of business, at 9.00 a.m. on the following working day provided that an undeliverable message has not been generated by then.
- 6.3 The Partner agrees that during this Agreement and after termination, the Partner will keep confidential and will not disclose to any third party (except to the extent required to provide the Services) any information concerning SecureTrading and SecureTrading's Products or any information regarding Customers which becomes known to the Partner in connection with providing the Services. the Partner will not be in breach of this paragraph if such information:
 - (i) becomes public knowledge other than as a result of a breach of this paragraph;

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- (ii) has been independently acquired from a third party without restriction on disclosure, or
- (iii) is required to be disclosed by law or any regulatory body or for the purposes of litigation.
- 6.4 The terms of this Agreement are personal to the Partner and the Partner may not assign or sub-contract any of its rights, duties or obligations under this Agreement without SecureTrading's prior written consent.
- 6.5 The failure of either party to enforce (or delay in enforcing) any term of this Agreement will not be regarded as a waiver and will not prevent either party from subsequently enforcing its rights under this Agreement.
- 6.6 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the other provisions of this Agreement that will remain in full force and effect.
- 6.7 This letter contains the entire agreement and understanding of the parties concerning the Partner's activities as an introducer. It supersedes all prior oral or written agreements, representations, understandings or arrangements, except in respect of fraudulent misrepresentation.
- 6.8 Neither party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, terrorism, power failure, acts of God or other catastrophes.
- 6.9 Neither party excludes or limits liability under this Licence Agreement to the other party in respect of death or personal injury caused by its negligence or the negligence of its employees acting in the course of their employment, any fraudulent misrepresentations made by it on which the other party can be shown to have relied; or any other liability which, by law, it cannot exclude or limit.
- 6.10 This Agreement will be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts, to which jurisdiction the parties hereby irrevocably submit.