

MARKETING ASSISTANCE AGREEMENT

This Agreement is between Commodity Systems, Inc. (CSI) the data provider, and _____ the referral agent.

The data provider wishes to reduce marketing costs for the sale of data banking services and the referral agent wishes to assign some or all of its customers or associates to a timely and reliable data service that will pay to the referral agent a commission for such marketing support.

DATA PROVIDER NEW CUSTOMER:

For purposes of this Agreement, a *New Customer* to the data provider shall be defined as any individual who will purchase the Unfair Advantage (UA) software system for either the North American or World data coverage. CSI reserves the right to deny service to any prospective new customer if there is reason to believe that such new customer is not an acceptable credit risk.

REFERRED NEW CUSTOMER:

Qualified prospective customers who subscribe to the data provider's UA system become "*Referred New Customers.*" A qualified prospective customer shall be an individual referred to the data provider who is 1) A prospect who specifically or actively volunteers the referral agent or an employee of the referral agent as the motivating factor in selecting CSI as his data service (A passive reference to a CSI advertisement announcing compatibility with a given referral agent or a passive reference to a referral agent's literature which may identify CSI does not classify a new subscriber as a "*referred New Customer.*"), or 2) A prospect who is identified by the referral agent to CSI complete with his name, address, and phone number/e-mail address (if available) by e-mail or FAX prior to contacting CSI for a subscription. Any prospective customer who is identified by the referral agent to CSI pursuant to part 2 (preceding sentence) must be a current contact of the referral agent and, if the referral agent is a software vendor, must be a purchaser of the agent's software to be qualified.

In the event that more than one referral agent has identified by e-mail or FAX a qualified prospective customer who engages the CSI daily data service, the e-mail or FAX message identified with the earlier time and date will be designated as the sole recipient of the referral fee.

DATA REFERRAL FEE PAYMENT:

CSI agrees to pay to the referral agent a 25% commission of the one-time licensing fee and the annual subscription fee. Upon annual subscription renewal by the *Referred New Customer*, CSI agrees to pay to the referral agent a 25% commission of the renewal subscription fee.

If the referral agent refers a current CSI QuickTrieve (QT) customer to purchase the UA software, CSI agrees to pay to the referral agent a 25% commission of the one-time licensing fee. However,

no commission will be due to the referral agent for the current or subsequent annual data subscription to CSI.

Commission payment(s) will be made to the referral agent on a quarterly basis for the closed transactions and the Referred New Customer's use of the service for three consecutive months.

In the event of service cancellation and refund, the 25% commission will be based upon the net funds received from the referred new customer.

TERM:

This Agreement shall supersede any previous Marketing Assistance Agreement between the two parties and shall be for three (3) years. It will renew for additional one year terms unless either party notifies the other during the 180 day interval prior to the contract anniversary date. In the event that the data provider serves a notice on the referral agent not to renew, the data provider agrees to continue payments to the referral agent for a period of six additional months beyond the date of the notice to terminate.

Referred New Customer will be subject to CSI's pricing and policy changes.

GOVERNING LAW:

In the event of any dispute that may arise out of this agreement the governing law of the State of Florida shall prevail and the venue for such matter shall be Palm Beach County.

CONFIDENTIALITY:

This Agreement between the parties is confidential. The parties agree that they will neither disclose the identity of the other party nor any material fact that is part of this Agreement.

Signed and agreed to by:

Referral Agent:

Name _____

Address _____

Signature _____

Date: _____

Data Provider:

Commodity Systems, Inc. (CSI)

**200 W. Palmetto Park Road
Boca Raton, FL 33432 USA**

Name _____

Signature _____

Date: _____