

Marketing Agreement – Commercial Mortgage Listing

This Agreement is made and entered on this ____ day of _____ 2002 between Myers Internet, Inc., a Delaware corporation, whose principal address is 2160 Lundy Ave, Ste128, San Jose, CA 95131, hereinafter called "Provider" and _____, a _____, whose principal address is _____ hereinafter called "Client".

Client elects to purchase the commercial mortgage listings selected below:

- Commercial Mortgage Listing on BestRate.com, LoanApp.com, and Mortgage-Net.com
- Commercial Mortgage Listing on OriginatorNetwork.com

Total Monthly Fee: _____

Term: The initial term of the contract shall be 3 months. After completion of the initial term, the term shall convert to a month-to-month basis. Client may cancel the contract with a thirty (30) day notice, at any time after the 2nd month of the initial term.

Positioning: Provider will place a maximum of seven (7) commercial mortgage listings for the Listing Categories selected above. The listings will be selected on a random basis, so that each company will have an opportunity for equal exposure. Provider reserves the right to reject any proposed listing by Client, for any reason.

Payment of Fees: Client shall pre-pay all Fees. Client shall pay a late charge of 1.5% per month (or the highest amount permitted by law, whichever is lower), plus the costs of collection (including reasonable attorneys' fees) with respect to the amount of any past due Fees. In addition, all invoices that are not paid within thirty (30) days will also be assessed a service fee of \$20.00 per invoice, to cover the administrative costs of rebilling and collection. Payments made by check that are returned for insufficient funds, for any reason, will be automatically charged a fee of \$30.00.

Limited Liability: In no event shall Provider be liable for an amount greater than Client's total payments to Provider during the thirty (30) days immediately preceding the date on which the event giving rise to the liability occurs.

Arbitration: Any disputes regarding this Agreement shall be resolved by binding arbitration held in accordance with the Rules of the American Arbitration Association in San Jose, CA and applying California law. The prevailing party in the arbitration shall be awarded costs and attorney fees. The award shall be entered as a judgment in any jurisdiction in which the non-prevailing party does business or owns property.

Entire Agreement: This is the entire final agreement between the parties with respect to the subject matter and may only be modified by a written amendment signed by both parties.

The undersigned is authorized to sign this Agreement on behalf of the Organization/Company/ listed below, as of the date first set forth above.

Sign _____

Print Name and Title _____

Organization/Company _____

Fax To: 408-904-4875