

MARKETING AGREEMENT

(Non-Exclusive Appointment)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF OWNER]
[address]
(the "Owner")

- and -

[NAME OF CONSULTANT]
[address]
(the "Consultant")

1. NON-EXCLUSIVE APPOINTMENT

1.1 Owner hereby appoints Consultant as its non-exclusive authorized Consultant ("Authorized Consultant") with respect to the marketing of the Owner's Software Products, Products and Services as described in Schedule "A" attached hereto, together with updates and enhancements thereto (collectively referred to as "Products") to End-User customers within the market description set out in Schedule "B" attached ("Market"). Consultant acknowledges and agrees that this appointment and the rights herein granted are subject to and contingent upon Consultant's compliance with the terms and conditions of this Agreement. This appointment is non-exclusive, with Owner reserving the right to appoint other Authorized Consultants or resellers within the Market or elsewhere without restriction as to number and location.

1.2 All Products will be provided by Owner directly to End-Users in accordance with Product agreements entered directly between Owner and the End-User as arranged and negotiated with the assistance of Consultant. Nothing herein shall entitle or empower Consultant to enter into any contract or make any binding commitment on behalf of Owner. Consultant is not appointed and shall not act or hold itself out to be an agent on behalf of Owner.

1.3 Consultant shall not indirectly solicit or accept any commission, fee, payment, property or other remuneration or accommodation of any kind from any End-User or anyone on behalf of an End-User for assisting in arranging any provision, sale or licensing of Product or any contract, agreement or accommodation between Owner and the End-User.

2. TERM

The Term of this Agreement shall commence on the date first specified above and shall continue in full force and effect for a period of one (1) year. This agreement shall be automatically renewed for successive one-year terms, unless otherwise terminated pursuant to Article 9 of this Agreement.

3. PRICES/CONSULTANT FEES/PRODUCTS

3.1 All Products shall be offered for sale and provided by Owner at such prices as Owner may determine from time to time in its absolute discretion.

3.2 Owner shall pay Consultant a Consulting Fee for all Products sold, provided or licensed by Owner to End-Users in the Market during the term of this Agreement equal to ##% of the net revenues received by Owner from such End-Users calculated by Owner in accordance with generally accepted accounting principles in Ontario. Consulting Fees shall be paid on or before the fifteenth day of the first month following receipt of payment by Owner. Consulting Fees shall be subject to bad debts, returns,

refunds or other accommodations made by Owner to an End-User in its absolute discretion. Owner may offset any monies at any time owing by Consultant to Owner as and against any monies owing from Owner to Consultant.

3.3 Owner reserves the right at any time to delete, alter or make changes to any Product in its absolute discretion.

4. CONSULTANT OBLIGATIONS