

Marketing Partnership Agreement

This Marketing Partnership Agreement ("Agreement") contains the complete terms and

2.5 "Gaoss Revenue" is calculated as the sum total of all Subscribers' fees paid to Find RFP, Inc., net any credits, bonus or promotional amounts given to Subscribers, chargebacks, charge card processing fees, or any uncollectable revenue attributable to the Subscriber.

2.6 "Marketing Fee" is the amount due and payable to you, based solely on our system's data, based on a percentage of the Gaoss Revenue generated by Subscribers.

2.7 "Spam" or "Unsolicited Promotions" means emails or any other messages that are circulated by you, directly or indirectly, which: 1), contain false or misleading statements; 2), do not truthfully identify the source or the originating IP Address; or 3), do not provide the recipient with

Find RFP prior to such use, then Find RFP may, at its option, cancel or void the Link and withhold any marketing fees associated with2(s)- use.

3.5 Good Faith2Marketing. You will not knowingly or unknowingly benefit from any known, unknown, suspected or unsuspected Spam, Misrepresentation, or Fraud Traffic (collectively,

6.2 Billing and Collection Limitations. We may in our sole discretion, with or without notice, use any available means to block or restrict certain Subscribers to reduce the number of fraudulent transactions or for any reason whatsoever, including but not limited to address verification or negative and positive credit card databases. We do not guarantee or warrant the success of such fraud prevention efforts.

6.3 Liability Limitations. Our obligations under this Agreement do not constitute personal obligations of the directors, officers, employees or shareholders of Find RFP. Any liability arising under this Agreement will be satisfied solely from the revenues generated hereunder. Our liability is limited to direct damages, and in no event will we be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss).

6.4 Indemnification. You will defend, indemnify and hold us and our officers, directors, employees and representative harmless from and against and all liabilities, losses, damages and costs, resulting from or arising from, your breach of this Agreement.

VII. Independent Investigation

7.1 independent investigation. You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of marketing Find RFP and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

VIII. Miscellaneous

8.1 Notices. All notices pertaining to this Agreement will be given by email as follows: to us at partner@findrfp.com and, to you at address provided on the Partner Registration Form (or as subsequently updated by you to us in the event of change).

8.2 Relationship of Parties. There is no relationship of exclusivity, joint venture, employment, agency or franchise between you or us under this Agreement. Neither party has the authority to bind the other nor to incur any obligation on the other's behalf, except as expressly provided herein. Nothing in this Agreement will be construed to provide any rights, remedies or benefits to an

8.3 Non Exclusive. You understands that we may at any time (directly or indirectly), enter into marketing terms with other marketers on the same or different terms as those provided to you herein and that such marketers may be similar, and even competitive, to you. You understand that we may redirect traffic and users from our site to any other website that we deem appropriate in our sole discretion, without any additional compensation to you.

8.4 Confidentiality and Non Disclosure. As a marketer of the Site you will receive confidential information from us as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. Therefore, you are not to disclose this to third parties without our express written consent.

8.5 Press. You may not issue any public statement to this Agreement or your participation in this Program without our prior written consent.

