



ASSOCIATE BANNER AGREEMENT

This agreement is made the ____ day of _____, 2001 by and between Track Data Corporation (“TDC”), located at 95 Rockwell Place, Brooklyn, NY 11217, with its service, myTrack, and _____ (“____”) located at _____, with its _____ website (“URL”).

Definitions

Active Subscriber – myTrack user introduced through the Web Site who logs on three (3) or more times in each of the first three (3) months if a basic subscriber, or, if a paid subscriber, one who pays for three (3) consecutive months.

Active Trader – myTrack user who opens and funds a myTrack trading account, keeps the account open for a minimum of three months, and makes a minimum of three (3) commission-generating trades in each of three (3) consecutive months.

Agreement

Now it is hereby agreed as follows:

_____ will display a myTrack banner. For each new Active Subscriber to myTrack introduced through your Website, myTrack will remit payment to _____ as follows:

Please Choose One:

Option 1

- For each Basic myTrack subscriber - \$5.00
- For each Silver Plan subscriber - \$20.00
- For each Gold/Platinum Plan subscriber - \$40.00

Option 2

- For each Basic active subscriber - \$5.00
- For each Silver Plan subscriber - \$1.50 per month for each paid month (unlimited)
- For each Gold/Platinum Plan subscriber - \$3.00 per month for each paid month (unlimited)

For any Active Subscriber (Choosing Option 1 or 2) who becomes an Active Trader, myTrack will pay _____ a one-time fee of \$100.00.

(Trading referral remuneration is the same, whether choosing Option 1 or Option 2)

This agreement may be cancelled by either party at any time, for any reason or for no reason.

All payments will be made to _____ on a quarterly basis.

TDC does not represent or warrant that the information or products it supplies are accurate or fit for any particular purpose. This Agreement contains the whole of the agreement between TDC and _____ and is not subject to any promises, conditions, representations, understandings or implications previously made, whether written or oral.

No amendments to this Agreement will be effective unless agreed in writing and signed by an authorized representative of TDC and _____ .
"Company Name Abbreviation"

TDC or _____ may assign this Agreement upon the prior written notification to the other party. Objections by _____ the other party shall be effective only to the extent that the proposed assignment may adversely affect the business of the objecting party.
"Company Name Abbreviation"

This Agreement shall be binding on and inure to the benefit of the successors of the parties to it. Notwithstanding that any provisions of this Agreement may prove to be illegal or unenforceable for whatever reason the remainder of this Agreement shall continue in full force and effect.

Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given, either upon personal delivery on the day of receipt if the same is a business day or otherwise on the next business day after it is sent by registered or recorded delivery post to the addresses above or such other address as may be notified to the other party.

This Agreement shall be governed in all respects by and construed, interpreted and enforced in accordance with the laws of the State of New York.

The parties signing below hereby attest that they have the power to enter into this Agreement as written above.

Please select referral payment Option Plan:

Option 1 **Option 2**

Agreed and Signed for: (Please print)

Signed: _____

Social Security# or Federal Tax ID#

Title: _____

Date: _____

Email: _____

Fax#: _____

Agreed and Signed for:
Track Data Corporation

Marty Kaye
Vice President

Date: _____