



## MARKETING FEE AGREEMENT

This Code of Conduct Agreement (the "Agreement"), is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Parker Grains, Inc., a Utah Corporation (the "Company") and \_\_\_\_\_ a \_\_\_\_\_ [STATE] Resident/Company/Corporation/LLC [CIRCLE ONE] (the "Associate").

### RECITALS

A. Company is engaged in the business of marketing/consulting services for a variety of clients. Company also makes available to its associates, the opportunity to market Company's products and services on their behalf.

B. Associate wishes to promote Company's products and services to its retail customers ("Customers"). Associate has expertise in identifying parties interested in the services Company provides and is ready, willing, and able to identify parties interested in the services Company provides on the terms and conditions set forth herein.

### AGREEMENT

**NOW, THEREFORE**, for the purposes set forth above, Company and Associate agree as follows:

1. **Effective Date**; Term. This Agreement shall become effective on and as of the day that the following have occurred:

(a) Associate has executed and delivered this Agreement to Company/ and Company has acknowledged in writing to Associate that it has received and accepted the executed Agreement from Associate. The date on which this Agreement becomes effective is hereinafter referred to as the ("Effective Date"). The Term of this Agreement shall commence on the Effective Date, and shall continue until this Agreement is terminated by either Company or Associate in the manner provided herein.

2. **Responsibilities of Associate**. After the Effective Date, Associate shall use commercially reasonable efforts, in compliance with all applicable laws and regulations, to promote the services offered by Company to its Customers. Company may change by notice to Associate the specific products and services from which Associate must make its selection. Associate also agrees to follow the Code of Conduct Rules as attached to this agreement specific to any marketing and relaying information to their customers.

3. **Marketing Fees**. For the services rendered under this Agreement, Company shall pay marketing fees to Associate described herein.

(a) **Total Fees**: When services for a Client result in an executed and funded transaction, a total of \$5 per metric ton is set aside to be shared among Intermediaries (Buyer's Representative, Broker and/or Mandate). In the event that the Buyer's Representative, Broker and/ of Mandate are unable to determine the split of the \$5 per metric ton, Parker Grains will disperse the fees (\$5 per metric ton) as follows:

(i) The individual / organization that is direct to the buyer is to receive \$2.50 per metric ton

(ii) The broker (individual or organization) that is direct to the buyer's representative is to receive \$1.75 per metric ton.

(iii) The broker (individual or organization) that is direct to the broker of the buyer's representative is to receive \$0.75 per metric ton.

(b) **Time for Payment of Marketing Fees**. All Marketing Fees will be due and payable to the Associate within two business days following the funding (clearance of funds) of each transaction for Company services AND Company receives an invoice with payment instructions from Associate.

(i) Bank charges for wiring the fees will be deducted from the fee amount paid to Associate.

(ii) In the event that the wiring instructions are missing, checks will be mailed to the address listed in the sub-fee agreement.

Company: \_\_\_\_\_

Associate: \_\_\_\_\_



**4. Term; Renewal; Termination.**

(a) **Initial and Renewal Terms.** The initial Term of this Agreement shall be one year, from and after the Effective date. Thereafter, the Term of this Agreement shall renew automatically from year to year, unless and until terminated by either party.

**5. General Provisions.**

(a) **Privacy of Customer Information.** Each party shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement.

(b) **No Partnership.** The parties in this relationship are independent contractors. No partnership, joint venture; or employment relationship shall be assumed by this Agreement.

**IN WITNESS WHEREOF**, the parties have fully executed this Agreement as of the day of and year first above written.

**COMPANY:** Parker Grains, Inc.

X \_\_\_\_\_

By (Print Name):

\_\_\_\_\_  
Its: Manager/Officer

**ASSOCIATE** (Entity Name):

X \_\_\_\_\_

By (Print Name):

\_\_\_\_\_  
Its (Title): \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

Associate: \_\_\_\_\_