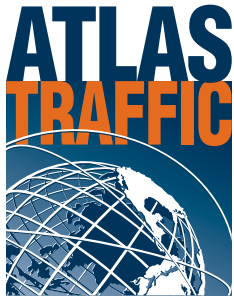


CONTINGENCY AGREEMENT



Atlas Traffic Consultants Corp.

18-42 College Point Blvd.

Flushing, NY 11356-2221

T: 718-461-0555

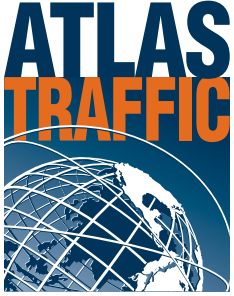
F: 718-461-4391

www.atlastraffic.com

Made this _____ day of _____, between _____
and all affiliated companies hereinafter referred to as "CLIENT" and ATLAS TRAFFIC
CONSULTANTS CORP., of the City of New York, of the State of New York, hereinafter
referred to as "ATLAS TRAFFIC".

1. The CLIENT hereby agrees to forward freight bills to ATLAS TRAFFIC effective with date of this contract and subsequent freight bills at such times, and covering such periods as may be mutually convenient to the CLIENT and ATLAS TRAFFIC.
2. ATLAS TRAFFIC shall forward freight bills upon completion of the audit to the individual locations or wherever designated by CLIENT.
3. Claims for overcharge will be written on ATLAS TRAFFIC'S claim forms, in the name of CLIENT as claimant.
4. In the event of a controversy arising between the parties with respect to a claim with any carrier, CLIENT'S decision in the matter is to be final.
5. ATLAS TRAFFIC'S sole compensation shall be on the basis of what is recovered through overcharge claims, i.e. % for the ATLAS TRAFFIC and % for the CLIENT.
6. Vouchers in payment of overcharge claims filed with the carriers by ATLAS TRAFFIC for the CLIENT, will be forwarded to the CLIENT by ATLAS TRAFFIC with bills for services rendered by ATLAS TRAFFIC, weekly.

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7. CLIENT will furnish at no cost to ATLAS TRAFFIC the same tariffs, contracts, and other rate information that is available to the CLIENT. The CLIENT'S Corporate Transportation Department will furnish information regarding shipments on Corporate contracts; individual CLIENT'S components will furnish information on other shipments upon ATLAS TRAFFIC'S request.

8. The confidentiality of all material sent to ATLAS TRAFFIC by the CLIENT is guaranteed and is solely to be used in the recovery of freight overcharges.

CONCLUSION

It is understood and agreed hereto that this agreement may be canceled and terminated or otherwise adjusted by either party upon thirty (30) days written notice to the other.

The parties hereto, have set their hands and executed this agreement in duplicate, this _____ day of _____.

Client Name _____

Authorizing Signature _____

Print Name _____

Atlas Traffic Consultants Corp.

Robert M. Silverman
President & CEO