

TRADESOURCE

! 409 W Hallandale Beach Blvd ! Suite 212 ! Hallandale, FL 33009 ! T/954 927 7447 F/954 927 1422 !

TRADE ACCOUNT APPLICATION

ACCOUNT # _____

Corporation Name

Federal I.D. Number

Business Name

Business Telephone

Business Address

Facsimile

City State Zipcode

Email Address

Website

Total Annual Revenue

Total Employees

Year of Incorporation

Fees will be paid with (circle one):

Card Number

Expiration Date

Mastercard Visa American Express

____/____/____

Zip Code of Credit Card Billing address:

Direct Debit of Checking Account (attach photocopy of voided check)

Owner or Principal Name

Social Security Number

Home Address

Applicant Signature & Date

City State Zipcode

Applicant applies for an Account with TradeSource ("TS"), and Applicant has read and agrees to abide by TS's Trading Regulations as printed on the reverse of this Application. Applicant agrees to pay the initial enrollment fee of \$395 in both cash and in Trade Dollars, a cash transaction fee of 8% on all purchases and 8% on all sales, and a monthly administrative fee of \$21.00 in cash and Trade Dollars. All fees must be paid by either credit card or direct debit authorization. The membership fee represents only a portion of the expenses incurred by TS in making the Exchange available, and TS anticipates recovery of these expenses through the member's trading. Applicant agrees that TS will be the exclusive provider of trading services to Applicant. All fees are in payment for services rendered in processing members into the Exchange, maintaining records, and facilitating the member's use of the Exchange.

Applicant authorizes TS to verify all information contained on this application. TS will not release any of this information without Applicant's consent.

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TRADESOURCE TRADING REGULATIONS

These Trading Regulations are an Agreement between the Member and TradeSource, Inc. ("**TS**"), governing the trading of goods and services ("**Trading**") through a Trade Dollar Account ("**Account**") administered by **TS** (the "**Exchange**"). The "buying" (obtaining) of goods and services through the Exchange results in Account debits; selling (providing) results in Account credits. All such credits and debits are accrued with the Exchange and not with any other individual Member.

TRADING

1. Member agrees to Trade goods and services at the prevailing cash price charged to the public generally. Trading is conducted on a voluntary basis. Neither TS, nor any other Member, can require Member to Trade, unless Member's Account balance is negative and Member has refused three consecutive trading offers within a 90-day period.
2. All Trades must be requested through and receive prior approval from TS. Member agrees that it is impossible for TS to guarantee the availability, nature, or quantity of Exchange goods and services at any point in time.
3. Member will accept Exchange goods and services for return or credit, and settle any disputes with other Members, on the same terms as with the public generally. All Trading fulfillments are subject to verification by TS.
4. It is the obligation of the selling Member to collect in cash and report all applicable sales and excise taxes for Trades. The buying Member agrees to pay in cash such taxes and any customary gratuities directly to the selling Member. TS is never responsible to collect or pay any taxes on behalf of any Member.

MEMBERSHIP

5. Membership is not transferrable without the written permission of TS. Member may cancel membership with 90-days written notice to TS. If Member has a **positive** Trade Dollar balance, the Trade Dollars must be spent through the Exchange within this 90-day period or forfeited. If Member has a **negative** (deficit) balance, the full amount of the Trade deficit and service fees must be paid to TS **in cash**.
6. TS may suspend and/or terminate a membership, without notice, if: (a) Member's Trading violates any local, State, or Federal law or regulation; (b) Member violates any provision of these Trading Regulations; (c) TS has received more than two complaints of Member's poor performance; (d) Member has committed fraud on other Members or on TS; (e) Member is 30-days or more past due in paying TS any cash fees owed; (f) Member has Traded without the approval of TS (such Trades are subject to normal transaction fees); (g) Member's Account balance is **negative** (deficit) and Member has refused three consecutive Trade offers within a 90-day period.
7. Upon suspension due to non-payment of fees, all Trade Dollars in the Account will be forfeited, but may be re-claimed by paying all outstanding cash fees including a 1.5% per month cash penalty. Upon termination, if Member has a **positive** Account balance, the Trade Dollars must be spent through the Exchange within 90-days of the termination date, or forfeited. If Member has a **negative** (deficit) balance, Member must either accept all Trades until the balance is paid in full, or must pay to TS the full amount of the **negative** balance **in cash**. Normal fees and service charges are payable until the Account is paid in full.

FEES AND EXPENSES

8. Member agrees that TS is entitled to the cash and Trade Dollar fees indicated on the Trade Dollar Account Application, and that such fees are payable upon receipt of the TS monthly statement. If TS approves certain Trades to be conducted on a part-cash basis, Member agrees to pay to TS fees on both the Trade Dollar and cash portions of the transaction. TS may require that fees on Trades in excess of \$2,500.00 be paid prior to delivery. Member will pay \$25.00 to TS for each check returned to TS by the bank. A late penalty of 1.5% per month will be assessed if cash fees are not paid, and Trading privileges will be suspended until full payment is received. An additional transaction fee of 5% will be assessed to all travel trade purchases. Trade Dollar interest will be charged at 1% per month on all negative trade dollar balances.

ADMINISTRATION OF THE EXCHANGE

9. Member grants to TS all rights and powers to administrate, regulate, and control the Exchange, and to take any action regarding any documents or instruments which TS deems advisable for proper administration of the Exchange. This authority is a Special Power of Attorney granted by Member to TS.
10. TS neither represents nor warrants Exchange goods and services in any manner whatsoever, and disclaims all liabilities thereof. Member shall look solely to the manufacturer, distributor, or retailer of such goods and services for any warranty. Member will hold TS harmless for any claim, debt, or liability whatsoever, arising out of any Trade.
11. TS may use, free of charge, Member's name, address, and logo in any TS advertising and promotion.
12. Member grants to TS the right to borrow and spend Trade Dollars within the Exchange in an amount which shall not exceed one year's gross receipts by TS.
13. TS may amend or change the terms of these Trading Regulations, with 30-days prior written notice to Member. Membership retention or Trading after such notice constitutes acceptance of the new terms. If any term or provision of these Trading Regulations should be judged unenforceable, the remainder shall remain in full force and effect. If legal action must be taken by TS to enforce any provision, or TS is required to interplead any property dispute between Members, or TS is sued as a result of any Trade, TS shall be entitled to recover reasonable attorney's fees, costs, and interests. Member consents venue for any legal actions arising out of participation in TS shall be proper in Dade County, Florida. TS's failure, delay or partial exercising of any right is not a waiver of that right or of any remedies provided by law.
14. The individual signing the Trade Dollar Account Application for the Member company hereby assumes full responsibility for all Trading activities by all persons within the company, as well as personal responsibility for payment of all cash fees and trade dollar balances due as described in paragraph 7 above. No representation, oral or written, nor any change in this Agreement by any representative of TradeSource, its agents or affiliates, will be valid or binding

on TradeSource in any way whatsoever unless and until any such change and/or representation is approved in writing by an officer of TradeSource.