

TBT BARTER - MEMBERSHIP AGREEMENT

A. CONTRACT AND MODIFICATION OF CONTRACT

The following terms and conditions constitute the contract by and among Member and TBT Barter. Any use of TBT Barter to facilitate a transaction by a Network Member (hereinafter Member) constitutes acceptance of all terms, conditions, policies and procedures as most recently adopted by TBT Barter. They apply to all TBT Barter members and to all transactions facilitated by TBT Barter may amend this Agreement by giving Member thirty (30) days written notice via e-mail. TBT Barter may amend the Policies and Procedures with seven (7) days written notice via e-mail. Any purchase or sale by Member, which makes use of TBT Barter after these time frames constitutes acceptance by Member of such change(s) and the agreement of Member to abide by the same.

B. PARTICIPATION IN THE EXCHANGE

1. NATURE OF THE PARTIES

- a. TBT Barter operates an association of businesses and professionals who have joined together to do business among themselves through the organized system which is regulated by the record-keeping and administrative services of TBT Barter or its designee and through the medium of TBT Barter Trade Dollars. TBT Barter functions as a clearinghouse for the transactions of the Network membership.
- b. TBT Barter regulates the Network. TBT Barter acts as a third party record keeper and administers the clearinghouse function for the Members. TBT Barter may contract with others to provide all or part of such services.
- c. Member is a bona fide and legal business that desires to do business with other members of the of the Network and hereby subscribes to TBT Barter's services. Member warrants that it is in compliance with all State, Federal, industry and professional laws and regulations
- d. TBT Barter reserves the right of final approval of this agreement and may refuse to accept anyone as a Member for any reason it deems necessary.
- e. The signer of this agreement hereby acknowledges that they are over 18 years old.

2. DISCLAIMER OF WARRANTY AND LIABILITY

TBT Barter makes no representation or warranty, either express or implied, and disclaims all liability, as to the fitness, quality, delivery date, merchantability, prices or any term of any trade transaction. Member agrees to indemnify and hold TBT BARTER harmless with respect to any claim, debt, or liability whatsoever arising out of any transaction wherein Member is a Buyer or Seller. Member acknowledges that any transaction facilitated by the Network, in which member participates is entered into to by Member on a voluntary basis. Member agrees to waive any claim, debt or liability ,whatsoever against TBT Barter arising out of any computer or software malfunction or processing errors. errors

3. TAXES

Seller shall be solely responsible to collect and remit to the appropriate taxing authorities the applicable taxes and shall collect and record these as required by law Under no circumstances is TBT Barter responsible to pay any taxes on behalf of any Member. Transactions involving TBT Barter Trade Dollars are generally treated as taxable events to federal, state or provincial and local tax purposes and TBT Barter reports TBT Barter Dollar sales to the appropriate government taxing authority. The declaration and reporting of applicable taxes resulting from trade transactions rests solely with the Member. The Member agrees to indemnify and hold TBT Barter harmless for any actions TBT Barter takes to comply with federal, state or provincial, and local tax laws.

C. ADMINISTRATION OF THE EXCHANGE AND TBT BARTER TRADE DOLLARS

1. NATURE OF TBT BARTER TRADE DOLLARS

- a. Members conduct transactions (purchases or sales of goods or services) using the TBT Barter accounting system. Payments are made by posting debits and credits to the buying and selling Members respective accounts, pursuant to these Rules and in the form of TBT Barter Trade Dollars.
- b. A TBT Barter Trade Dollar is a private currency which operates as contractually accepted lender for specified private debits only between exchange members, backed only by the goods and services available within the Network and regulated by TBT Barter. TBT Barter Trade Dollars denote value received for goods or services sold and may be exchanged for other goods or services made available by

TBT Barter Members'. Trade Dollars may be used only in the manner and for the purposes set forth in this agreement and the Policies and Procedures. Neither TBT Barter nor Member shall consider TBT Barter Trade Dollars as legal tender, securities or commodities. TBT Barter disclaims any and all responsibility for the acceptance or negotiability OF TBT Barter Trade Dollars or for the availability of goods or services from any source.

2. LIABILITY FOR TBT BARTER TRADE DOLLARS

- a. Members acknowledges that TBT Barter Trade Dollars in the Network (positive balances) are the liabilities of persons who have spent more than their earnings (negative balances) that there is a credit/debit or relationship between such persons and that TBT Barter transactions incur the normal business risks associated with any credit transaction. Any positive trade balances are solely the liability of Members' who owe TBT Barter Trade Dollars to the Exchange and are not the liability of TBT Barter.
 - Member acknowledges and grants to TBT Barter the right and power to regulate and control the number of TBT Barter Dollars within the Network.
 - Member grants to TBT Barter the right and power to borrow from the Network
 - Member is NOT authorized to sell TBT Barter Trade Dollars for cash.

D. SUSPENSION OR TERMINATION

- 1. If Member violates this Agreement or the currently effective Policies and Procedures, TBT Barter may immediately terminate Members' account or may freeze all activity in the account without notice and/or make immediate adjustments to the transactions involved. At its sole discretion, TBT Barter may reinstate Member or unfreeze Members' account.
- 2. Either party may terminate this Agreement upon seven (7) days written notice to the other party. Upon termination:
 - a. All cash and TBT Barter Trade Dollar service fees outstanding become due and payable immediately. No service fees will be refunded.
 - b. Any Member with a negative account balance (where purchases exceed sales) must balance their account with TBT Barter Trade Dollars within thirty days of termination date. After said thirty day period, Member must immediately pay TBT Barter any remaining balance in cash.
 - c. Any Member with a positive balance (where sales exceed purchases) must spend out their account within ninety days of termination. Any trade dollars remaining after ninety days will become the property of TBT Barter.

E. FEES

Monthly Fees	Cash Fees	Trade Fees
Monthly	\$20.00	\$20.00
Negative Balance Carrying Charge	0.00%	1.00%
Buy Trade Fee	Cash Fees	Trade Fees
Percent Fee	15%	0.00%

- 1. Funds for the cash fees must be available at the time of the transaction or it will not be processed. You may do this by having a debit or credit card on file. If You prefer to pay by check You can Prepay Your account and we will deduct the fees from Your available balance.
- 2. Fees paid to TBT Barter are non-refundable if buyers or sellers do not complete a transaction, or if performance of Members obligations to each other is disputed. TBT Barter will not be obligated to refund any fees it has received. in certain circumstances an approved cash credit may be applied to Members' accounts.
- 3. Transaction fees payable are due at time of purchase and fees due for more than thirty days will be assessed a late fee of \$5.00 per month or 5.00% of the unpaid balance, whichever is more.
- 4. By acceptance of the agreement the member agrees personally and corporately to guarantee payment of all cash fees and is responsible for all negative Trade Dollars if any.

F. MISCELLANEOUS

1. LEGAL REQUIREMENTS

Member shall abide by applicable international, federal, state or provincial and local laws or regulations pertaining to Exchange transactions. TBT Barter shall not be responsible for any failures on part of Member to comply with such laws and regulations. Member agrees not to hold TBT Barter liable for any action TBT Barter takes to comply with applicable laws or regulations.

2. NO WAIVER OF RIGHTS

TBT Barter failure or delay in exercising any right will not operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further any right. TBT Barter remedies are cumulative and are not exclusive of any remedies provided by law

3. SEVERABILITY; ATTORNEY'S FEES

Every item contain in this agreement is severable from every other term herein. If any term should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this Agreement or the Policies and Procedures. If legal action must be taken by TBT Barter Member shall pay TBT Barter reasonable attorney's fees, costs, plus interest from the date of default until payment in addition to any other judgment as granted by a court or law or an acceptable arbitration.

4. DISSOLUTION

If TBT Barter terminates or otherwise ceases to do business, all Members' in a negative TBT Barter Trade Dollars position will pay amounts they owe in cash (one TBT Barter Dollar being equal to one United States dollar in cash) into a fund. The fund, less expenses, will be distributed pro rate to all Members' who are in a positive TBT Barter Trade Dollar position. TBT Barter is nor liable to any Members' for cash or TBT Barter Trade Dollars beyond the distribution of such funds.

5. SECURITY INTEREST

Member hereby grants TBT Barter a security interest in all Trade Dollars in Members' account of all unpaid cash fees. If Member becomes insolvent or bankrupt all cash shall be due and payable in full. TBT Barter shall have the option in lieu of filling as a creditor of treating the Trade Dollar balance as equal in value to the amount of cash fees owed, and terminating the account; provided however, that if TBT Barter does receive all of its cash fees in full, TBT Barter shall reinstate the Trade Dollars to the Members' account.

6. WARRANTY OF INFORMATION

Member warrants that it provides all information to TBT Barter in good faith and that such information is accurate to the best of Members' knowledge.

7. FAX AND E-MAIL SIGNATURES

TBT Barter will, and Member agrees that TBT Barter, accept a faxed or e-mailed signature as an original legal signature

8. ENTIRE AGREEMENT

Member acknowledges that it is not relying on any oral representations concerning this Agreement and that the complete agreement between the parties is contained in the Member Application, this Agreement and the Policies a Procedures.

9. NO WAIVER OF RIGHT

TBT Barter's failure or delay in exercising any right, will not operate as a waiver of that right nor shall the partial exercise of a right preclude any other or further exercise of any right. TBT Barter's remedies are cumulative and are not exclusive of any remedies provided by law.

10. INDEMNIFICATION

MEMBER AGREES TO HOLD HARMLESS AND INDEMNIFY TBT BARTER ITS OFFICERS, AGENTS REPRESENTATIVES, ASSOCIATES AND ASSIGNS FROM ANY LOSSES, LIABILITY OR DAMAGES WHICH MAY RESULT FROM MEMBERS PARTICIPATION IN ANY OF TBT BARTER'S ADVERTISING, INCLUDING THE COSTS OF LITIGATION AND ATTORNEY FEES.

11. JUDGMENT SETTLEMENT

In the event of a dispute between TBT Barter and Member resulting in a judgment entered on behalf of the Member against TBT Barter. Member agrees that TBT Barter shall have the right to satisfy said judgment in TBT Barter Trade Dollars.

G. APPLICABLE LAW

This agreement shall in all respects be construed under the laws of the State of NJ.

Venue shall be Cherry Hill, NJ 08002 United States