



DEFINITION

United Trade Card here after referred to as UTC
CONTRACT AND CHANGES IN RULES

The following Trading Rules constitute the contract by and among Member ("Member") and UTC, doing business as the UTC Retail Trade Exchange ("Exchange"). Any trade purchase or sale by an Exchange member (Member) constitutes acceptance of all terms and conditions of the UTC Trading Rules. Trading Rules apply to all UTC Members. In its sole discretion, UTC may change, delete or add to Trading Rules

PARTICIPATION IN THE UTC RETAIL TRADE EXCHANGE

NATURE OF THE PARTIES

- a. UTC is a trading and barter company which acts as a third party record keeper and administers the clearinghouse function of the Exchange for Members who subscribe to UTC recordkeeping and barter services. UTC may, in its sole and absolute discretion, contract with others to provide all or part of such recordkeeping and barter services
- b. Member is a bona fide and legal business that desires to exchange its goods and/or services with other members of the Exchange, accepting UTC trade credits ("Trade") as payment for their goods and services and hereby subscribes to UTC's record keeping and related services

CARD Types

UTC introduces a unique card system. From time to time the card levels and benefits will vary. Card trading terms are denoted against a card type which is designated a colour to differentiate the various levels.
Card types may have different cost to join, fee structures and trading terms. Members may change to card type after a six month period but under the sole discretion of UTC

CASH FEES

- a. Due Date of Cash Fees: Cash fees are due and payable upon receipt of statement. Cash fees are to be payable to UTC and sent to the office at the address shown on the statement. The date of receipt is the date that funds are received at the address designated on the statement
- b. Non-refundable fees: Unless otherwise agreed to in writing by UTC, the members payment of Purchase and Sales Fees to UTC is non refundable. If a transaction is not completed by buyers or sellers, or if performance of members' obligations to each other is disputed, UTC will not be obligated to refund any fees it has received

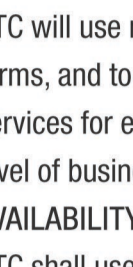
PAYMENT OF FEES

All fees and charges that Members pay UTC are for services rendered in processing Members into the Exchange, maintaining re-

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records, operating the clearinghouse, administering the Trading Rules, and facilitating Member's use of the Exchange. If cash fees are past due beyond four (4) weeks, Member waives all rights to the use of any positive Trade Dollar grants in Member's account and grants UTC the right to freeze the balance until fees are paid

TRADING ASSISTANCE

UTC will use reasonable commercial efforts to assist Members to trade among themselves by, among other things, making Member information available on the internet; maintaining current member information on computer files; appointing, at UTC's discretion, independent persons or entities as local brokers to provide information on Members' goods and services available through the Exchange; and through UTC Online, an internet based trade information network. Member acknowledges that the sole principals in any Exchange transaction are the buying and selling Members involved, that transactions are entered into voluntarily, and neither UTC nor the Exchange is a guarantor of any transaction or Trade Dollar

UTC will use reasonable commercial efforts to record trades accurately, to administer the Trading Rules in accordance with their terms, and to assist in the sale of Member's goods and services to other UTC Members. However, the initiative for using UTC's services for economic benefit is exclusively that of the Member and neither UTC nor the Exchange guarantees or warrants any level of business through the Exchange

AVAILABILITY OF PRODUCTS AND SERVICES

UTC shall use reasonable commercial efforts to enrol new businesses with products and services to meet the needs of Members. Neither UTC nor the Exchange is responsible if Member cannot find specific products or services or customers for their products and services within the Exchange

DEFINITION OF "MEMBER IN GOOD STANDING"

A Member who complies with the current Trading Rules and any other agreements in effect with UTC, who is current in the payment of any cash or Trade Dollars owing to UTC and who has a valid Member account, is a "Member in Good Standing". Only Members in Good Standing are entitled to the services of UTC and its Retail Trade Exchange

ADVERTISING AUTHORIZATION

Unless UTC is otherwise notified in writing, Member authorizes UTC to inform other Members of the availability of Member's products or services. This includes listings in local, regional or national directories, website listing, fax broadcasts. Member information that will be publicly available will be the name of the business, address, contact person, address, telephone number, fax number, email address, website and product availability, unless Member directs otherwise. UTC is neither a party to these sales listings nor responsible for their accuracy. Any inaccuracies should be reported to UTC in writing, immediately

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TRADE TRANSACTIONS ONLINE PROCEDURE

Member may make purchases directly on the INTERNET by using UTC ONLINE. Members who wish to use this system of payment must enter their approved password. It is important to guard the identity of this password because the use of the password to make a purchase represents the consent of buyer to debit buyer's account. Member agrees to indemnify and hold UTC harmless for any debit to Member's account utilizing Member's password

TRADE DRAFT PROCEDURE

- BNA will guarantee the crediting of UTC Trade Drafts only when the procedures outlined below are followed:
 - a. Trade Drafts must be properly completed with account numbers and names, signature, and date. Trade Drafts received without the buyer's signature may be returned to the seller or seller's broker
 - b. An authorizing number must be secured from UTC Transaction Clearance for all transactions
 - c. UTC has no obligation to post a transaction unless authorisation is obtained at the time of sale and the trade draft is received by the UTC head office within fourteen (14) days from the date authorised. UTC reserves the right to refuse to issue an authorization number if
 - (i) the buyer does not have sufficient Trade TH Baht to cover purchases or
 - (ii) either party is not a Member in Good Standing

TRADE DOLLAR EXTENSIONS OF CREDIT

Member understands and acknowledges that all aspects of Trade Dollar Extensions of Credit are within the sole discretion of BNA. Members wishing to apply for credit may be required to submit a loan application, financial statement, credit agreements, promissory note, provide collateral or to prepay cash service fees prior to approval

RECORD KEEPING

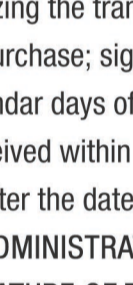
BNA will issue periodic statements to Member reflecting account activity and amounts due and owing to UTC. Statements are deemed accurate as printed unless Member notifies the UTC Head office, in writing, of any discrepancy within four weeks of statement date. Interim account activity summaries may be requested at any time at no charge and are available from Head Office. Members requesting copies of processed trade drafts will be charged

\$5 cash research fee per copy, unless the examination reveals an accounting error. EFT returns, credit card returns, cheque returns will be charged \$20 cash per incident, against the originating account. Until the payment is honoured by Member's bank, Member's trade balance will be frozen. UTC operates on a four (4) week accounting cycle which may or may not conform to any given calendar month. It is the sole responsibility of the Seller to maintain any written documentation of the transaction (contract, invoice, etc.), including an authorising signature from the Buyer, in case of dispute. If

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no signed authorisation from the Buyer is kept, the transaction may be reversed at the Buyer's written request but not after 120 days from the date of the transaction. BNA has the right but not the obligation to reverse transactions due to noncompliance with these Rules or failure to provide goods or services, in which event it will be the Seller's responsibility to collect from the Buyer. Transactions are subject to final audit and verification by BNA and, in case of inaccuracies, or noncompliance, UTC may debit or credit Member's account without notice

PRODUCTS SOLD BY UTC

On all products and scrip for services owned and sold by UTC the only warranty UTC makes is that it has title free and clear from any lien or encumbrance, and are sold "As is, where is". UTC makes no warranty either express or implied, by operation of law or otherwise as to the merchantability or fitness for a particular purpose of such products or services, and Buyer shall look solely to the manufacturer, distributor or retailer of such merchandise for any warranty.

MEMBER TRANSACTIONS WITH BROKERS

UTC brokers, both in Australia and internationally, are independent contractors or independent licensees who sell UTC services and assist Members in trading. Brokers, their employees and UTC employees are free to buy and sell on trade, but do so on their own behalf and for their own account. Every provision of the Barter Network Australia Trading Rules applies equally to brokers, their employees, BNA employees and Members. Member agrees to indemnify and hold UTC harmless from any claim arising from a trade or attempted trade with a broker, broker's employee or a UTC employee when they are acting as a principal to the transaction

DISCLAIMER OF WARRANTY AND LIABILITY UTC 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 UTC 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 trade transaction in which Member participates is entered into by Member on a voluntary basis

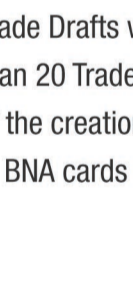
TAXES

Seller shall be solely responsible to collect and remit to the appropriate taxing authorities the appropriate GST. Under no circumstances is UTC responsible to pay any GST, other taxes on behalf of any Member. Transactions involving Trade Dollars are generally treated as taxable. The declaration and reporting of applicable taxes resulting from trade transactions rests solely with the Member. Member agrees to indemnify and hold UTC harmless for any actions UTC takes to comply with federal, state or provincial, and local laws

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DISPUTES

a. Transaction disputes concerning the quality or nature of goods or services purchased are between the Buyer and Seller ONLY, and UTC has no responsibility in connection therewith other than recording transactions. Buyers should exercise the same diligence in inspecting goods, insuring delivery, etc. in trade transactions as they do in cash transactions. UTC is not responsible for use of Trade Dollars by unauthorized persons or for transactions that do not comply with the UTC Trading Rules. UTC is not a buyer or seller unless it so states in writing

b. Any situation where a Buyer disputes having entered into a transaction, he should notify BNA within 28 days of the purchase, then it shall be the responsibility of the Seller or the Seller's broker to provide BNA with written verification from the Buyer authorizing the transaction (e.g. signed UTC trade draft; signed contract specifying goods or services to be supplied and amount of purchase; signed voucher, given by) or written verification by the Buyer that Buyer is rescinding the dispute, within fourteen (14) calendar days of notice being etc.) to UTC or Seller or Seller's broker of the disputed transaction. If such documentation is not received within that time, the transaction will be reversed. No transactions will be reversed after one hundred twenty (120) days after the date of the disputed transaction. Except in the case of an accounting error

ADMINISTRATION OF THE EXCHANGE AND ITS TRADE DOLLAR

NATURE OF TRADE DOLLAR

A "trade" is a purchase or sale of goods or services through the Exchange using the medium of the UTC Trade Dollar. Payment is made by posting debits and credits to the buying and selling Members' respective accounts, pursuant to these Rules. A "Trade Dollar" is an accounting unit used to record the value of trades determined by the selling Member Trade Dollar denote the right to receive goods or services available from other Exchange Members, or the obligation to provide goods or services to other Exchange Members. Trade Dollars will not be redeemed for cash by UTC Barter. Trade Dollars may be used only in the manner and for the purposes set forth in these Rules. Trade Dollar are not legal tender, securities, or commodities and may not be bought or sold for cash. UTC Trade Dollars in international transactions will be treated as Dollar for collateral. UTC disclaims any and all responsibility for the negotiability of Trade Dollars or for the availability of goods or services from any source

ALLOCATION OF GOODS AND SERVICES

Member acknowledges that regulation of purchases, control of credit extension, and allocation of goods or services in short supply are inherent in UTC Barter's responsibilities. Decisions regarding exercise of these responsibilities are at BNA's sole discretion. Member acknowledges that some accounts are primarily or solely for the use of UTC, its principals or employees. UTC acknowledges that with respect to those accounts, it is bound by these Trading Rules in the same manner as any other Member

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BREACH OF TRADING RULES; PROHIBITIONS TRADING RULE VIOLATIONS

UTC has the right, but not the obligation, to inquire into complaints of Trading Rule violations by Member. Member grants to UTC the right to take such actions which, in UTC's sole discretion, are deemed necessary. Violations of these Rules may result in termination of Member's account and/or immediate adjustment to the transactions involved. If Member fails to buy from and sell to other Members in Good Standing in accordance with these Rules, Member will be in material breach of these Rules. If Member violates any term of the currently effective Trading Rules, UTC may immediately terminate Member's account or may freeze all activity in the account without notice. In its sole discretion, UTC may reinstate the Member or unfreeze Member's account

SUSPENSION OF TRADING PRIVILEGES

UTC reserves the right, in its sole discretion, to suspend the trading privileges of any Member who is in violation of any local, state or provincial, or federal law, who engages in overpricing, direct trades, or otherwise violates these Rules, or when cash fees are due to BNA and unpaid for more than four (4) weeks (one accounting cycle). In the latter case, trading privileges shall be reinstated immediately upon payment of cash fees due. BNA will at all times act reasonably in suspending Member trading privileges

PAST DUE FEES

In its sole discretion, UTC may terminate Member accounts with cash fees owing beyond twelve (12) weeks and may assess a cash collection fee in such amount as may be specified by UTC from time to time

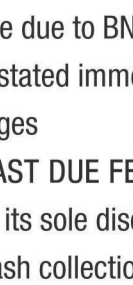
TERMINATION

- Either party may terminate this Agreement upon five (5) days written notice to the other party. Upon termination:
 - a. All cash and Trade Dollar fees outstanding become due and payable. No fees will be refunded
 - b. Any Member with a negative trade balance (where purchases exceed sales) must balance its account with Trade Dollars within four (4) weeks of termination date. After said four (4) week period, Member must immediately pay UTC any remaining negative balance in cash. UTC reserves the right to charge any fees due against credit cards or EFT on file
 - c. Any Member with a positive trade balance (where sales exceed purchases) may spend the positive balance after paying BNA the cash fees then owing plus the Purchase Fee on the positive balance. After payment of fees, UTC Trade Exchange Prepaid Trade Drafts will be issued to a Member if the amount is less than or equal to 20 Trade Dollars. If the trade balance is greater than 20 Trade Dollars UTC will create a spend down account which must be completely used within twelve weeks from the date of the creation of the spend down account
 - d. BNA cards and unused trade vouchers must be returned immediately upon termination

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