

# Trading Policies and Procedures for All Clients

ABC clients will sell products and services at current retail pricing to other ABC clients for 100% trade credit. Clients must know over-pricing will not be tolerated, and will lead to termination of membership. Termination of membership for over-pricing will include forfeiting of ABC trade credits earned.

ABC may, at its sole discretion, accept merchandise into an inventory account for sale to clients, and such merchandise will not be accepted and will be returned if damaged, tainted, or altered. ABC is not responsible for the quality of merchandise, or any warranties.

A minimum \$5.00 cash fee will be assessed to any client requesting duplicate copies of statements, sales receipts, invoices, etc. (\$5.00 minimum charge per document)

All ABC clients enter into a trade agreement on a professional level, and are expected to treat trade-based transactions as if they were cash transactions. ABC is not liable for the quality of products, services, warranties, deliveries, or the “word” of another ABC client. ABC does not guarantee the amount or quality of business that any client may or may not receive from any other ABC client.

Clients must present themselves as an ABC client before establishing any trade-based purchase agreement. Each purchase agreement will require an ABC authorization or pre-authorization before each transaction. Recurring or on-going transactions, such as regular monthly transactions between two clients, always require a unique, new authorization from ABC.

ABC clients must present a signed invoice within seven (7) days of each transaction, to keep all accounts current. ABC holds the right not to honor any transaction invoices presented which are more than seven (7) days past the transaction date.

ABC clients may not exceed their current trade balance without receiving prior permission from ABC. ABC holds the right to charge interest in the amount of 1% per month on any account in a trade deficit. Clients are required to reimburse ABC in cash for any deficit amount made without pre-authorization or purchases made without adequate trade credits.

ABC clients must report all local, state, and federal taxes that result from trade transactions to the appropriate taxing and regulatory authorities, the responsibility of which rests solely with the client. Each calendar year, all ABC clients will receive a 1099-B form for reporting purposes.

# Trading Policies and Procedures for All Clients

Trade credits may not be redeemed by client for cash from ABC. Trade credits will not be considered legal tender, securities, or commodities.

Trading privileges will only be granted to clients maintaining their cash commissions, assessed fees, and annual renewal dues on a current basis.

Any client registering a complaint against another ABC client must submit it in writing within fifteen (15) days from ABC's statement due date. Complaints must be specific and include names, dates, and amounts. Any ABC client that receives three (3) complaints regarding service, product, integrity, etc. will be subject to membership termination.

At anytime during a dispute between an ABC buyer and seller, ABC may, at its sole discretion, upon receipt and review of supporting evidence, reverse the credit entry from the seller's trade account. ABC will maintain the said trade credits in an escrow account until the dispute is resolved between the two parties by a mutual agreement or judicial resolution. In the event that a dispute between a client and ABC results in a judgment entered in favor of the client and against ABC, client agrees that ABC shall have the right to satisfy said judgment in trade credits, or cash, at the sole discretion of ABC.

In the event of a violation by an ABC client of any of the obligations contained herein, whereby ABC must retain an attorney to enforce the obligations, the client agrees to pay attorney fees and costs incurred therein.

ABC may request prior payment for commissions or sales taxes on purchases from ABC's inventory account. All such amounts must be paid to ABC within fifteen (15) days ABC's statement due date. Non-payment will result in suspension of trade activity and a fee of 1% interest per month on any balance due. After ninety (90) days of delinquency, client's ABC account will be terminated and a twenty-five dollar (\$25.00) cash fee for reinstatement will apply.

In the event your account trade activity is in suspension for ninety (90) days, forfeiture of trade credits in lieu of cash commissions due is at the sole discretion of ABC.

Any client that chooses not to renew, or is terminated for any reason other than overpricing, has ninety (90) days to spend any remaining trade credits for products and/or services offered by another ABC client. Failure to spend trade credits within ninety (90) days will constitute forfeiture of said trade credits. Any client with an account in a trade deficit at the time of termination, or one that chooses not to renew their membership, agrees to pay any trade deficit amount in cash to ABC within ten (10) days.

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In the event client does not wish to renew its ABC membership on the yearly anniversary, a thirty (30) day written notice to ABC is required. Otherwise, client's account will automatically be assessed and debited the annual renewal dues.

Changes to the 'Trading Policies & Procedures for all clients' will be posted in a published bulletin or directory, or online at [www.absolutebarter.com](http://www.absolutebarter.com). There will be a thirty (30) day waiting period before any material changes apply. All changes will be in the interest of the client, by which the client agrees to abide.

ABC will pursue as new clients, businesses having products and/or services to satisfy the needs of its current clients. ABC clients understand and agree that certain products and services that are in high demand may only be available for a limited time.

Each and every item, term and provision in the 'Trading Policies & Procedures for all clients' is severable from every other item, term or provision herein. If any such items, provisions or terms shall be deemed invalid, illegal, or unenforceable, it shall not affect the validity, legality, or enforceability of the remaining items, terms, or provisions, as incorporated through the client application and agreement. No waiver of any condition or responsibility herein shall waive any subsequent conditions or responsibilities. In all cases, the provisions and terms herein shall be interpreted in accordance with the laws of the state of Missouri.

In the event that the client is a corporation, the person signing the application and agreement for the corporation will be held liable for any cash balances due or account trade deficit in the event the account is terminated.

Any ABC client may terminate their account at any time as long as such account is current and not in a trade deficit.

ABC may terminate any account for any of the following reasons:

Client is involved in unethical business practices.

The client sells products and/or services for prices in excess of the prevailing cash price.

No sales or purchases are made on the client's account for six (6) months.

In the event of bankruptcy or insolvency of the client or any personal guarantor of a client.

A client's cash commissions, assessed fees, or membership and renewal dues are not paid in full within ninety (90) days.

The client's account remains in a trade deficit for more than six (6) months.

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Clients are responsible for reviewing and reconciling all account statements upon receipt. In the event of discrepancies, client must notify ABC in writing about any such discrepancies within (15) fifteen days of the statement due date. If client does not notify ABC in writing, ABC can, at its sole discretion, deem the statement to be correct and client will be responsible for all purchases, charges and amounts due.

Approved By Counsel May/2009