



## This TradeWins! Services Agreement (“Agreement”)

describes the terms and conditions applicable to use of TradeWins! (as defined below). Each Client or potential Client should carefully read the terms and conditions of this Agreement, all of which a Client must accept and agree to before joining TradeWins!. If you (the “Client”) buy or sell, or offer to buy or sell, goods or services on, in or through TradeWins!, you are thereby accepting and agreeing to all of the terms of this TradeWins! Services Agreement, as amended from time to time. If you disagree with or cannot comply with any of the terms of this Agreement, you may not use TradeWins!.

**TradeWins! Terms of Services Agreement:** This Agreement is made by and between TradeWins! and you (the “Client”). This Agreement describes the terms and conditions applicable to use of TradeWins! by Client and by Client’s Authorized Users. Client acknowledges that TradeWins! has provided Client with a copy of this Agreement, either by providing Client with a hard copy of this Agreement or by directing Client to a website on which this Agreement is posted. Client and each Authorized User have had an opportunity to discuss this Agreement before making transactions through TradeWins!. By making, or attempting to make, a transaction through TradeWins!, Client agrees that it will be deemed to have accepted and agreed to the terms of this Agreement, even though Client may not have signed this Agreement.

**1. Nature of The Parties** 1.1. TradeWins! acts as a Clearinghouse and third-party record keeper of Trade Transactions among Clients of TradeWins!. Clients comprise an association of individuals, sole proprietors and companies that trade their products and services in accordance with the terms and conditions set forth in this Agreement. TradeWins! may, at its sole discretion, institute or engage in trading on its own behalf within TradeWins!, and TradeWins! may borrow TradeDollars and spend them within TradeWins!. TradeWins! does not give any assurance (i) that goods or services listed on TradeWins will remain available at the time any Client requests to make an offer or offers to purchase such goods or services or (ii) that any such goods or services will remain available on the terms listed. 1.2. TradeWins! contracts with independent contractors for the provision, by these contractors, of Client support or brokerage services associated with operation of TradeWins!. These independent contractors operate from business locations other than from TradeWins! sole corporate office in Alberta, and function as independent business entities. Such contractors are not employees of TradeWins!, and their authority to bind TradeWins! is strictly limited by applicable policies and contractual obligations that are binding on such contractors.

## 2. Nature of Trade Dollars

2.1. The term Trade Dollar refers to a book entry with an assigned arbitrary value that serves as a practical method of recording the value of every transaction that results in a transfer of goods or services among Clients of TradeWins!. Trade Dollars are not legal tender, securities, or commodities, are not an obligation of TradeWins!, and cannot be redeemed for cash or legal tender. In no event shall TradeWins! be required to refund, redeem or pay any amounts to any Person for any ETV’s, or allow conversion or liquidation of Trade Dollars into cash or legal tender. Except as otherwise expressly approved by TradeWins! in advance and in writing, Trade Dollars shall not be transferable, and shall not be transferred, assigned, pledged or hypothecated by Clients in any way, directly or

indirectly, except as required for the bona fide trading of goods or services through TradeWins!, The payment of Fees, or A Credit Line expressly authorized by TradeWins!, in each case in accordance with this Agreement and all rules and policies established by TradeWins!. TradeWins! disclaims any responsibility for the negotiability of TradeDollars.

2.2. For purposes of trading and record-keeping within TradeWins!, one TradeWins! Dollar shall be assigned a value equivalent to one Canadian Dollar.

**3. Client Eligibility.** Only individuals and businesses that have met TradeWins! qualifications, and authorized persons designated by such businesses, may trade through TradeWins! . Individuals or businesses that are not qualified may not use TradeWins! services. TradeWins! reserves the right to exclude any person, business, Client and/or any Authorized User at any time for any lawful reason. A Client may enter into Trade Transactions through TradeWins only through Authorized Users. Authorized Users are permitted to enter into Trade Transactions through TradeWins only if the applicable Client and such Authorized Users has agreed to the terms of this Agreement. Clients are obligated to ensure that the Authorized Signatory has properly executed (or has otherwise agreed to be bound by) this Agreement and that such Authorized Signatory has received any permission or approvals required for Client to be subject to this Agreement. TradeWins! may require, at any time, that each Client provide TradeWins! a valid credit card, debit card, or Paypal, or other guarantee of payment of fees. Client and each Authorized User acknowledges and accepts that in providing access to TradeWins!, TradeWins! has relied upon such Person's agreement to be bound by the terms of this Agreement.

#### **4. Conduct of Transactions**

**4.1. Legal Right to Sell Listed Goods.** Clients shall list on TradeWins! only such goods and services that Client has the right to sell on, in or through TradeWins!.

**4.2. Listings.** All listed items must be listed in an appropriate category. TradeWins! reserves the right to remove any Listing of a Client from TradeWins! and/or to change its location in TradeWins!. All Listings of a Client must comply with TradeWins! Listing Policy. Clients are not permitted to in any way manipulate, alter, interfere with or otherwise affect another Client's Listings. Listings that promote bonus items, giveaways, or random drawings or prizes as an enticement for buyers must be legal promotions in all jurisdictions where the promotion is available. It is Client's responsibility to determine the legality of Client's promotion. If TradeWins! finds that a promotion is illegal, then that promotion will be deleted.

**4.3. Process for Trade Transactions.** Trade Transactions through TradeWins! must be concluded between Clients in the following manner: A buyer must always identify himself to a seller as a TradeWins! Client prior to purchasing goods or services from that seller through TradeWins! by email or phone indicate this is a TradeWins! transaction. Before requesting an authorization from TradeWins! of a Trade Transaction, the buyer and seller must first reach an agreement on the terms under which the buyer will buy, and the seller will sell, the subject goods or services of the seller on, in or through TradeWins! . Buyer and seller may use computer-generated sales forms as established by the normal business practices to memorialize their transaction, if they wish to do so. Copies of any such written indicia of sale or Settlement should be maintained in Seller's business records. After the seller Settles the sale/purchase, the seller must request authorization from TradeWins! for

the Trade Transaction either by (i) contacting the local TradeWins! office. In any case, the seller shall require a personal identification number (PIN) or password to access the authorization system, and will be required to provide the number of the Account associated with the buyer, the number of the Account associated with the seller and the purchase/sale price denominated in Trade Dollars. Trade Dollars will be transferred from the Account associated with the buyer to the Account associated with the seller only if the Automated Authorization Program or the local TradeWins! office has granted an authorization number for the Trade Transaction. After an authorization number is granted, a period of up to one full business day may elapse before the seller's account is credited, to permit time for internal review and controls. If the buyer disputes the transfer of the Trade Dollars from the Account associated with the buyer, it must notify TradeWins! within the time periods set forth in Section 28, and such Disputes shall be resolved in accordance with Section 28 of this Agreement. Buyer and Seller both receive email confirmation of any transaction shortly after the transaction has been approved.

**4.4. Authorization by TradeWins!** . TradeWins! will not effect a transfer of any Trade Dollars from the Account associated with the buyer or to the Account associated with the seller in connection with a Trade Transaction, unless such Transaction was first authorized by TradeWins! and given an authorization number. TradeWins! reserves the right to refuse to authorize a Transaction in the event of any of the following: The Account associated with the buyer does not have sufficient Trade Dollars or Credit Line available for the purchase, The buyer or the seller (or the Account associated with such Person) is not a Client in good standing, TradeWins! has reason to believe the transaction is prohibited by law, by the terms of this Agreement, or by an agreement with the other party to the transaction, A credit card provided by (or on behalf of) either the buyer or the seller fails during the processing of Fees (regardless of whether arising from such transaction or a prior transaction), An electronic funds transfer (EFT) by or on behalf of either the buyer or the seller fails during the processing of Fees (regardless of whether arising from such transaction or a prior transaction), A check provided by (or on behalf of) either the buyer or the seller during the processing of Fees is returned for insufficient funds (NSF), or for any other lawful reason. Notwithstanding the foregoing, TradeWins! has no obligation to evaluate the lawfulness of any transaction conducted through TradeWins!.

**4.5. Transfer of Trade Dollars.** Client and each Authorized User understands and agrees that upon authorization from TradeWins! the amount of Trade Dollars constituting the agreed upon purchase price is charged (debited) to the purchaser, and credited to the seller. A period of up to one full business day may elapse before the seller's account is credited, to permit time for internal review and controls. Generally all transactions within the TradeWins! system are "real-time" but TradeWins! at its sole discretion may postpone the transfer of any Trade Dollars for a period of up to one full day.

**4.6. Safe Buying.** The Client bears sole responsibility for the authentication of the identity of any Person the Client may trade transaction with. Because authentication is difficult, particularly on the Internet, TradeWins! cannot and does not confirm any Person's purported identity. Clients should communicate directly with potential partners and establish their own standards for identity authentication.

**4.7. Release.** Because TradeWins! is not involved in any actual transaction between Clients, or between a Client and a Third Party on, in or through TradeWins! , in the event that any Client has a Dispute with one or more other Clients or with one or more Third Parties, such Client releases TradeWins! (and TradeWins! parent, subsidiaries, directors,

officers, employees, independent contractors, and other agents) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such Disputes.

**4.8. No Key Word Spamming.** Listings that include unrelated key word terms used in effort to gain unfair exposure for seller's good or service is not permitted and will be deleted.

**4.9. Links.** Users may place a simple link to another Web page in the description portion of their listing to help provide more information about the listed item. However, the following links are not permitted and will be deleted: Links to sites offering merchandise prohibited on TradeWins! Links to other online trade exchanges Links to sites offering the same merchandise for cash, or for the same or lower price

**4.10. No Control Over Client and Third-Party Information.** TradeWins! is not responsible for, and does not control, represent or endorse the accuracy, reliability, integrity or legality of any Information provided by Clients and Third Parties available on, in or through TradeWins! , including Information that is transmitted on behalf of Clients by TradeWins! contractors or employees. Clients and Third Parties are solely responsible for their respective Information. Clients may find other Clients' or Third Parties' Information to be offensive, harmful, inaccurate or deceptive. Clients should use caution, common sense and practice safe trading when using TradeWins! . There may also be, and Client accepts full responsibility for, any risks associated with dealing with foreign nationals and Persons acting under false pretense.

**4.11. No Right to Stop Payment.** Neither the buyer nor the seller has the right to stop any payment about to be made to TradeWins! or the seller in respect of any Trade Transaction once it has been authorized by TradeWins! . A Trade Transaction relating to any offer to purchase goods or services through TradeWins! is deemed completed upon transfer of the relevant Trade Dollars to the Account associated with the seller. Client is obligated to pay to TradeWins! all Fees arising from a Trade Transaction even if the buyer refuses to take delivery or rejects goods after a Trade Transaction is authorized by TradeWins!.

**4.12. Implied Terms of Sale.** The terms of sale, and terms of delivery, of goods or services in any transaction through TradeWins! are to be negotiated between the buyer and the seller.

**4.13. Consent to Receive Electronic Mail from TradeWins! .** Client hereby expressly consents to receipt from TradeWins! (or from its independent contractors, parent or subsidiaries) of electronic mail messages containing information promoting the sale, lease, or other disposition of goods or services made available through TradeWins! , or containing information regarding the operation of TradeWins!

**5. Trading with Clients of Affiliated Independent Trading Systems.** TradeWins! is affiliated with a number of independently owned and independently-operated trading systems, which Client may on occasion have access to through TradeWins!. These other trading systems are located throughout the world. Transactions through TradeWins! between Client and a client of one of these independent but affiliated trading systems are subject to TradeWins! policies and to trade restrictions and trading quotas that exist between trading systems, which may change over time.

## 6. Client's Account

6.1. **General.** TradeWins! Is not a bank. The Account Balance is denominated solely in Trade Dollars. The Account is not insured by the Canadian Deposit Insurance Corporation (CDIC) or other such government or quasi-governmental agency. All Trade Dollars generated by Trade Transactions entered into by Client will be commingled in the Account, and can be used (i) by Client (or any Person using an Authorized User's TradeWins! Code) as buyers in other Trade Transactions, (ii) by TradeWins! to set-off any amounts (including, but not limited to, Fees) denominated in Trade Dollars owed by Client under this Agreement, (iii) by TradeWins! to reduce any negative Account Balance arising from Trade Transactions previously entered into by Client (or any Person using an Authorized User's TradeWins! Codes), regardless of whether the Trade Dollars used were generated by the same Person. TradeWins! will not pay interest on positive Account Balances and does not guarantee that there will be adequate TradeWins! Dollar reserves to cover all outstanding claims against TradeWins!.

6.2. **Positive and Negative Balances.** A positive Account Balance (i.e. a credit balance) denotes the right of Client to purchase goods and services offered by other Clients willing to accept Trade Dollars in payment for those goods and services. A negative Account Balance (i.e. a debit balance) creates an obligation on the Client to sell goods or services to other Clients to the extent of the TradeWins! Dollar deficit. In the event Client cannot, over a period of one hundred eighty (180) consecutive days, generate sufficient Trade Dollars through Trade Transactions to eliminate any negative Account Balance (or if the Account has a Credit Line, the excess of the negative Account Balance over the Credit Line), Client agrees to pay TradeWins! an amount equal to one Canadian Dollar (\$1.00) per TradeWins! Dollar.

6.3. **Restrictions.** TradeWins! may, in its sole discretion: Restrict use of Trade Dollars deposited in the Account for a Trade Transaction for a period of time after the completion of such Trade Transaction and thereafter pending resolution of any Dispute regarding such Trade Transaction, Modify, reduce, or eliminate any Credit Line assigned to an Account, for any reason or for no reason, with or without prior notice to Client; Require escrow, vesting or other procedures before the Client can use ETV's in the Account, or Cancel, freeze and/or otherwise restrict sales or purchases or the use of Trade Dollars in the Account by the Client in connection with a Default by Client (see Section 24).

6.4. **Inactivity.** An Account will be considered abandoned if Client has not entered into a Trade Transaction over any period of one hundred eighty (180) consecutive days. TradeWins! may, at its sole discretion, terminate an abandoned Account in accordance with Section 25 (regardless of whether the abandoned Account has a positive or negative Account Balance), and any positive Account Balance will be transferred out of the Account and Client will not receive any value for such positive Account Balance. If the Account has a negative Account Balance at the time of termination, Client agrees to pay TradeWins! an amount equal to one Canadian Dollar per TradeWins! Dollar owed as per Section 25.

6.5. **Security Interest.** Client hereby grants TradeWins! a security interest in all Trade Dollars credited and to be credited to the Account to secure the amount of all unpaid Fees and other obligations to TradeWins! (whether payable in Trade Dollars or U.S. Dollars) of Client and/or any Authorized User.

**7. Special Offers and Promotions.** From time to time, TradeWins! may, in its sole discretion, make special offers and promotions, such as reduced fees, discounts, incentives or other benefits, available to all or some Clients without creating any obligation on its part other than as explicitly set forth in such offers or promotions, including, but not limited to, any obligation to continue such offers or promotions on an ongoing basis. TradeWins! also may enter into contracts with third party providers of particular goods or services whereby these providers agree to offer their goods or services to TradeWins! Clients through TradeWins! in exchange for payment from Clients partially in the form of Canadian currency and partially in the form of ETV's. TradeWins! , at its sole discretion, may designate such providers as the exclusive provider of particular classes of goods or services within TradeWins! and prohibit other Clients from trading such classes of goods or services during any period of exclusivity granted to the third party provider.

## **8. Credit Lines and TradeWins! Dollar Advances**

8.1. TradeWins! may, but is not obligated to, extend a Credit Line to the Account on terms and conditions as determined by TradeWins! in its sole discretion. Clients shall not permit any negative Account Balance to exceed the Credit Line at any time. TradeWins! may, in its sole discretion and without liability to Client or any Authorized User, at any time for any reason without prior notice: Change the Account's Credit Line at any time for any reason, Permit any negative Account Balance to exceed the Credit Line TradeWins! has set from time to time, or Require that Client immediately pay in full an amount in Canadian Dollars equal to the excess of the negative Account Balance over the Credit Line, even if such excess results solely from a reduction in the Credit Line.

8.2. Client acknowledges these rights and powers and further acknowledges that any Credit Line extended to the Account shall carry fees and other charges (including, but not limited to, late charges and over-limit fees) in accordance with our Fee Policy, Fee Schedules, and our credit and billing policies.

8.3. Any Account in arrears over ninety (90) days in Fees due may have any Credit Line immediately revoked by TradeWins! at any time thereafter unless or until all Fees and charges are paid in full. Upon such revocation the entire amount of the negative Account Balance shall become immediately due and payable in an amount equal to one Canadian Dollar per TradeWins! Dollar owed.

## **9. Compliance with Policies and Laws.**

9.1. Client and each of its Authorized Users shall adhere to all of TradeWins! rules and policies, as amended from time to time, posted on the TradeWins! Site or otherwise provided to such Client, including the following:

**TradeWins! Privacy Policy.** As stated in our Privacy Policy on our TradeWins.biz website.

**TradeWins! Fee Policy.** TradeWins! may change its Fee Policy from time to time by notifying our Clients of such changes either in writing or by posting the changes on the TradeWins! Site. Changes to the Fee Policy that waive, decrease or suspend Fees shall become effective immediately after TradeWins! provides such notice. Changes to the Fee Policy that increase Fees or impose new Fees shall become effective fourteen (14) days after TradeWins! provides such notice. If the Client or any Authorized User transacts (or attempts to transact) business through TradeWins! after the effective date of the change or if any person uses such Client's Codes, it will mean that the Client has agreed to the

change. Even if the foregoing does not occur, if any negative Account Balance remains outstanding or any Canadian Dollar Denominated Debt remains unpaid after the effective date of the change, it will mean that the Client has agreed to the change and that such change may apply to any negative Account Balance and any Canadian Dollar Denominated Debt outstanding as of the effective date and to any pending (but not yet authorized) or future Transactions by such Client.

**The provisions of this Agreement**, including but not limited to those provisions relating to Listings, Taxes, Restricted Items, and Dispute Resolution, may be changed by TradeWins! from time to time by notifying Clients of such changes either in writing or by posting the changes on the TradeWins! Site. Such changes shall become effective immediately after TradeWins! provides such notice.

In addition, TradeWins! shall have the right to establish, and each Client and Authorized User agrees to abide by, general policies and rules concerning use of TradeWins!. 9.2. Client and each Authorized User shall fully comply with all laws, regulations, ordinances, rules (including, but not limited to, ethical and professional rules) and industry, professional or similar standards relating to: Listings and other Information of the Client or such Authorized User, The buying and selling of goods and services by the Client or such Authorized User on, in or through TradeWins! , Other uses of TradeWins! by the Client or such Authorized User, and The payment of Fees to TradeWins! associated with the above. TradeWins! is not responsible in any way for ensuring such compliance. The Client and each Authorized User will not offer to sell or buy, or will not sell or buy, any goods or services (or consummate any transaction that was initiated using TradeWins!) that, by paying the associated Fees to TradeWins!, could cause TradeWins! to violate any such applicable laws, regulations, ordinances, rules, and standards, or that are otherwise illegal using TradeWins!. If TradeWins! does not provide adequate facility or features for the Client or any Authorized User to comply with all such applicable laws, regulations, ordinances, rules, and standards, then such Client or Authorized User shall not use TradeWins! to offer to sell or buy, or sell or buy, the relevant goods or services. Without limiting the generality of the foregoing, the Client and each Authorized User acknowledges and agrees that TradeWins! is not an importer or exporter of any goods or services sold internationally on or through TradeWins! and that: Client will not export any good, service or technology listed or otherwise offered on, in or through TradeWins! in violation of Canadian law, rules or regulations, In connection with each of Client's Listings and other offers to sell or purchase, and sales and purchases of, goods and services on, in or through TradeWins! , Client shall be solely responsible for ensuring full compliance with, and Client will comply with: (i) all applicable customs, export control, sanctions, anti-boycott and other international trade laws, rules, ordinances, and regulations of Canada.

**10. No Avoidance of Fees.** The Client and each Authorized User agrees:

Not to conclude a transaction with another member or members representative, outside the TradeWins! System if the respective goods or services have been listed on TradeWins! , or Client has identified and/or engaged in negotiations with such party with regard to the respective transaction on or through TradeWins! ,or by being introduced to each other by virtue of their membership in TradeWins! and

Not to engage in any other practice for the purpose of avoiding or reducing Fees. If the Client or any of its Authorized Users concludes a transaction outside of TradeWins! in violation of this Section, such Client shall be liable to TradeWins! for all Fees avoided and

shall be subject to additional sanctions, including termination of access to TradeWins! or the Account.

## **11. Fair Market Value Pricing of Goods and Services Traded Through Network**

11.1. Goods and services listed on TradeWins! must be priced in ETV's (denoted as "ETV's"). The value of ETV\$ 1.00 is equivalent to \$1.00 Canadian Dollar (denoted as "CDN\$" or "cash"). All goods and services shall be listed for sale at an ETV Dollars price equal to the Client's prevailing cash price (e.g. an item that normally sells for CDN\$99.95 cash must be listed at ETV\$99.95 on TradeWins!).

11.2. TradeWins! reserves the right to request documentation supporting a Client's ETV valuation of a listed item with evidence of other valid cash sales at the same price. Failure to provide adequate documentation of cash sales to support the ETV listed price may result in the deletion of the Client's Listings from TradeWins!.

## **12. No Warranty or Guarantee**

12.1. TradeWins! is not a guarantor of any Trade Transaction. TradeWins! (and its independent contractors, parent and subsidiaries) do not guarantee, warrant, or make any representation regarding any of the following: The quality, quantity, delivery, value, condition, safety, legality, merchantability, fitness for a particular use or purpose, timeliness or accuracy, or any other characteristics of any goods or services placed into or purchased through or otherwise advertised on or through TradeWins! by a Client or Third Party; The accuracy, reliability, or integrity of any information provided to TradeWins! by a selling Client or Third Party and disseminated by TradeWins! on behalf of that selling Client or Third Party; The ability of any selling Client or Third Party to sell goods or services; The availability of goods or services within TradeWins! , or the ability of any buying Client or Third Party to buy goods or services; The volume of business that any Client will derive from participation in TradeWins! or through use of ETV's; The value of Trade Dollars or of the future existence or viability of TradeWins!. That there will be adequate TradeWins! Dollar reserves to cover all outstanding claims in TradeWins!. That the Client will be satisfied with the selection of products or services offered through TradeWins! at any given time, or with the prices for such products or services. The accuracy, reliability, integrity or legality of any offer, proposal, statement, data, opinion, or other content displayed or distributed through TradeWins!.

12.2. Whenever any Client either makes an offer to enter into or enters into a Trade Transaction through TradeWins!, such Client acknowledges that: The sole parties to any such Trade Transaction are the selling Client, on the one hand, and the buying Client or Third Party involved, as applicable, on the other hand, and not TradeWins! (unless explicitly designated as such by TradeWins!), Each Trade Transaction is entered into voluntarily, and incurs normal risks associated with any business transaction, and Each Client will engage in appropriate due diligence, with the assistance of professional counsel and consultants if appropriate, prior to entering into such Trade Transaction.

12.3. If a seller fails to deliver goods or services pursuant to agreed-upon terms, subject to the provisions of the "Disputes" section of this Agreement (Section 28), buyer's only recourse shall be against the seller, and not against TradeWins! or against TradeWins!'s parent, subsidiaries, or independent contractors.



12.4. If a seller seeks the protection of bankruptcy, receivership, or assignment for the benefit of creditors before fully performing its obligations arising from a transaction through TradeWins!, TradeWins! may at its sole option act as buyer's agent for submitting claims to the bankruptcy or receivership estate, but TradeWins! shall have no obligation to do so, nor shall TradeWins! have responsibility to make the buyer whole inside or outside of the bankruptcy or receivership estate. Buyer shall have all the rights of similarly-situated bankruptcy or receivership creditors against the debtor, but shall have no separate action against TradeWins! , its parent, subsidiaries, or independent contractors.

**13. Trading System Deficits and Adjustments** 13.1. As set forth in Section 6.2, a "positive" or "credit" balance in a Client's Account denotes the right of Client to purchase goods or services offered by other Clients through Tradewins! using ETV's. A "negative" or "debit" balance in Client's Account creates an obligation on Client to sell goods or services to other Clients to the extent of the deficit. A negative account balance represents an obligation by the Client to other Clients of TradeWins! , and is not a liability of TradeWins! (which is the facilitator of trading within TradeWins!). Notwithstanding the above obligations of Clients within TradeWins!, it is possible that accounting imbalances will arise within a local TradeWins! trading system or within TradeWins! as a whole, causing certain geographic components of TradeWins! trading system, or the entire Tradewins trading system, to develop a net imbalance or deficit condition. 13.2. TradeWins! may from time to time engage in activities on behalf of all Clients to maintain the value of Trade Dollars, including but not limited to 1) engaging in programs to generate TradeWins! Dollar revenue, where the resulting revenue will be allocated to each Client in TradeWins! in conjunction with equal write-offs of said revenue (a zero sum transaction for the Client), or 2) purchasing inventory on behalf of the trading system as a whole for the purpose of stimulating trading. Client acknowledges that these trading system support transactions may occur, and consents thereto. These activities shall not be considered to be Trade Transactions for purposes of fee calculations or activity reporting.

**14. Dissolution of Trading System.** In the event that TradeWins! ceases operating as a facilitator of Trade Transactions between its Clients (or during any period in which TradeWins! is in the process of winding up its operations or is subject to receivership or protection of bankruptcy) TradeWins! may delay payment of trade credit balances for a reasonable period of time during which it will attempt to collect the Canadian Dollar equivalent of as many outstanding trade debit balances as practicable from Clients. When, in the sole discretion of TradeWins! , a reasonable share of outstanding trade debit balances have been collected from Clients, these collected funds will be used first to pay the wind-up expenses of TradeWins! , and thereafter will constitute a fund from which then-outstanding trade credit balances will be paid on a *pro rata* basis from this fund to Clients holding trade credit balances. Other than the foregoing winding-up process, neither TradeWins! nor any shareholder of TradeWins! shall have any liability to compensate Clients or Clients of TradeWins! , or any third party beneficiaries, in any way for their trade credit balances in the event of any dissolution or winding-up of TradeWins!.

### **15. Fees for TradeWins Services**

15.1. TradeWins! operates on a fee basis. Particular Fees are denominated in, and payable in, either Trade Dollars or Canadian Dollars (as specified in the relevant statement of applicable Fees). Applicable fees are described both in: 1) this Section, and 2) any TradeWins! Client Application signed by the Client, as amended from time to time by any separate statement of applicable transaction fees delivered to the Client by TradeWins!, the most recent in time of which is incorporated herein by reference. Fees applicable to a particular Client may be amended prospectively at any time by TradeWins! , at its sole

discretion, by delivering a revised statement of applicable Fees to Client by Canada Post , by electronic mail, or by such other means as are reasonably calculated to provide actual notice.

15.2. Transaction fees arising from a Trade Transaction are imposed at the time such Trade Transaction is deemed completed pursuant to the terms of this Agreement. If a Trade Transaction is the subject of a Dispute that has been properly noticed pursuant to Section 28 of this Agreement, TradeWins! will determine, in its sole discretion, whether any Fees relating to or arising from such Trade Transaction should be reversed in part or at all, or whether any Fees arising from a Trade Transaction are to be held in abeyance pending resolution of a Dispute. Client is liable for, and must pay all TradeWins! Dollar- and Canadian Dollar -denominated Fees arising from or relating to Trade Transactions entered into by the Client, the Client's Authorized Users, and any Person using the Client's or the Client's Authorized User's Tradewins! Codes. TradeWins! reserves the right to change its Fees or other charges from time to time and for any reason and thereby: Increase or decrease the Fees, Establish and charge new Fees for services provided for some or all of our Clients, or Temporarily or permanently waive, decrease or suspend Fees for all or some of our Clients.

15.3. On any Trade Transaction negotiated for partial cash payment by prior agreement between the buyer and the seller, the parties shall pay TradeWins! Trade Transaction Fees on the cash as well as the trade portion of such Trade Transaction.

15.4. All Fees are in payment for services rendered by Tradewins! in connection with processing Client into TradeWins!, operating TradeWins! (including the Clearinghouse and brokerage functions), administering the Policies, maintaining records and facilitating Clients' use of TradeWins!.

15.5. Client agrees to pay TradeWins! the full amount of Fees due no later than fifteen (15) days of issuance of the monthly Statement of Account. In addition to any legal or contractual remedies Tradewins! may have, TradeWins! has the right to levy a late charge payable in Trade Dollars or Canadian Dollars on any past due negative Account Balance or Canadian Dollar Denominated Debt. Client agrees to waive all rights to usage of any positive TradeWins! Dollar balance in Client's Account and grants Tradewins! the right to hold any such balance so long as any Fees remain overdue.

15.6. Any Client will be required to provide TradeWins! a valid credit card number and/or direct debit of checking account and, in so doing, authorizes TradeWins! to charge such credit card or direct debit account for all past or future Fees owed by that Client. Client will be responsible to notify Tradewins! of any cards/accounts on file that have been lost, stolen, cancelled or changed, to provide a current valid account so that fees may be paid on a timely basis.

15.7. TradeWins! may close any Account continuing in a delinquent status for three (3) consecutive months without notice. Trade Dollars in such Account will be forfeited unless outstanding Fees are paid. If the Account Balance is negative on the date of account forfeiture, an amount equal to the Canadian Dollar equivalent of the negative Account Balance shall be immediately due and payable by Client to TradeWins! (regardless of any Credit Line in place at the time of account closure). The Account may be reestablished and the Trade Dollars returned to such Account if the Client pays TradeWins! all outstanding

Fees and the amount of monthly maintenance fees (minimum \$25) that would have accrued during the period between account closure and re-establishment

15.8. TradeWins! may, at its sole option, require advance payment of Fees.

15.9. Except as expressly provided above in this Section 15, all Fees are non-refundable, even if such Fees result from unauthorized use of a TradeWins Card, and even if the Client: Fails to complete or fulfill a Trade Transaction with a buyer or seller, is dissatisfied with a Trade Transaction, or Believes that it has been defrauded, unless seller does reversal of said transaction(s).

15.10. In addition to Fees or other charges set forth in any Client Application or other separate written statement of applicable transaction fees delivered to the Client by TradeWins!, Client agrees to pay the following fees and charges:

**Late Fees.** All Fees set forth in a monthly Statement of Account are due within 15 days of issuance of the Statement of Account. In the event that cash fees are not paid by Client within the same calendar month in which the Statement of Account is issued, late charges of CDN\$10.00 plus ETV\$10.00 may be assessed each month thereafter until all overdue charges are paid in full.

**Special Service Charge on Negative Balances.** Any Account which has a negative (deficit) balance at the close of business on the final business day of a calendar month shall have deducted from the Account Balance an amount of Trade Dollarsequal to one percent (1%) of the portion of the negative (deficit) balance on that day that is less than or equal to the Account's approved credit limit.

**Overdraft Charge.** Any Account which exceeds its approved credit limit as of the close of business on the final business day of a calendar month shall have deducted from the Account Balance an amount of Trade Dollarsequal to two percent (2%) of the entire negative (deficit) balance. Overdraft Charges are in addition to applicable Special Service Charges on Negative Balances.

**Returned Check/Rejected Transaction Fee.** A fee of Forty Canadian Dollars (Cdn\$40) will be assessed in the event that any direct debit authorized transaction or check is returned for insufficient funds, or any automatic clearing house (ACH) or credit card transaction is rejected.

**Shipping and Handling Fees.** In the limited situations where TradeWins! itself is the seller of goods or through TradeWins! , it shall be the buyer's responsibility to pay all shipping charges. When TradeWins! sends scrip to a Client, the Client shall be responsible to pay all shipping charges. In transactions in which TradeWins! is not the parties may negotiate a buyer or seller, responsibility for shipping charges. Absent other agreement, shipping charges shall be the responsibility of the buyer.

**Research Fees.** TradeWins! reserves the right to charge a reasonable Research Fee if Client makes a special request that TradeWins! perform extensive research on prior transaction history or similar matters.

## 16. Authorization to transfer funds.

I hereby grant TradeWins! the right to utilize the information I provide online for effecting the transfer of funds in card to card or ACH to Card transfers. Said transfers can be effected by either myself, signing in to my TradeWins! online account.

**16.1 ACH Funds or Card to Card Transfer Authorization:** I authorize TradeWins! . and/or its authorized agent(s) ("TradeWins!") to initiate each single or regularly scheduled recurring transfer from the account and financial institution I have designated. I agree that these directions to TradeWins! to make a single or regularly scheduled recurring transfers are my authorization and consent to use this payment service. We (TradeWins!) will provide the services that you have directed until such time as you revoke your directions.

You have the right to change or withdraw your authorization to continue. To change or withdraw your consent, please contact us at 1 403 396 7845

### 16.2 STOP PAYMENTS ON WEB ENTRIES

For recurring WEB entries, the NACHA (National Automated Clearing House Association) Operating Rules regarding ACH stop payments require consumers to place a stop payment order on a debit at least **three banking days** prior to the scheduled date of the entry. However, because the process for Single-Entry WEB transactions are normally done quickly, you may not be able to meet the three day advance notice requirement for placing a stop payment order on such entries. To ensure that you have the ability to place a stop payment order on a Single-Entry WEB entry, the NACHA Operating Rules allow you to provide a stop payment order to TradeWins! so long as it is given in such a time and manner that allows the RDFI (Receiving Depository Financial Institution) a reasonable opportunity to act on the stop payment order prior to acting on the debit entry.

## 17. Taxes

17.1. All Trade Dollars earned from Trade Transactions are taxable. Trade Dollars are a means of satisfying an obligation. When TradeWins! adds Trade Dollars to an Account, the seller has completed the earning process. Sellers must include in their reported income the value of the Trade Dollars that are added to their Account, even though they may not actually receive goods or services from other Clients until a later tax period.

17.2. Client is responsible for the reporting and payment of all applicable taxes that result from Trade Transactions. Client is responsible for billing and collecting sales tax due from buyers. There are a number of different factors that determine Client's total tax on sales. Because of this, TradeWins! recommends that Client contact a tax consultant who is qualified to advise Client about tax ramifications of sales on TradeWins!.

17.3 Client agrees and affirms that TradeWins! is not acting as its agent, and in the event any jurisdiction successfully asserts such relationship or otherwise successfully asserts any obligation to collect or pay any transfer tax upon TradeWins! , Client agrees to hold TradeWins! (and its parents, subsidiaries, employees, attorneys, independent contractors, and agents) harmless, and will reimburse all such taxes (including any interest, penalties and other costs) incurred by TradeWins! , in cash, upon presentment. Client shall, to the fullest extent permitted by law, indemnify and hold harmless TradeWins! and all of its parents, subsidiaries, officers, employees, attorneys, independent contractors, and agents,

from and against any and all costs and expenses (including attorneys fees) arising from any failure by Client to comply with applicable tax laws.

## **18. Statements of Account**

18.1. TradeWins! will, by e-mail or online viewing, postings on the TradeWins! Site or other reasonable means, provide the Statement Contact with a Statement of Account approximately every month (the period covered by each Statement of Account will vary between 28 and 31 days), (i) when a Trade and/or Discount-Customer Loyalty Rewards Transaction entered into by the Client during such period, (ii) if a Fee has been imposed during such period (iii) or as required by applicable law. Each Statement of Account will set out each entry during such period as well as the total positive or negative Account Balance and the total Canadian Dollar Denominated Debt. TradeWins! will send only one Statement of Account for the Account, which will be sent to the Statement Contact. No other Persons will be sent a Statement of Account with the exception of any designated company or individual email address entered by Primary contact in the email preferences section of their account. Failure to receive a Statement of Account will not relieve Client of its obligation to deliver goods or services to another Client or to pay any amount (in Trade Dollars or Canadian Dollars) that is due and payable to TradeWins! or to another Client. If the Statement Contact has any doubt about whether a Statement of Account (or an entry or balance recorded in it) is correct, he/she must notify his/her assigned TradeWins! broker by mail, with a copy sent by mail to "Attention: Client Services Department, #1, 21003 100 Ave Edmonton Alberta Canada T5T 5X8" (or the address set forth on the Statement of Account) within thirty (30) days after the date of such Statement of Account. TradeWins! will evaluate a claim within a reasonable time, but our initial response shall take no longer than fourteen (14) days. If the Statement Contact does not notify TradeWins! as required, TradeWins! is entitled to treat the relevant Statement of Account, and all entries and balances therein, as complete, correct and binding on the The Client in respect of such Statement of Account, entries and balances will release client, and TradeWins! from all claims.

## **19. Client Information**

19.1. **Requirements.** Client agrees that all Information (including, but not limited to, Listings) provided by Client or its Authorized Users to Tradewins! ("Client Information"): Shall not be not false, inaccurate or misleading, Shall not include materials that constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, regulation, ordinance, rule or industry (or similar) standard, Shall not infringe, plagiarize or violate any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, Shall not be obscene, defamatory, libelous, slanderous, harassing, abusive, vulgar, threatening, racially or ethnically hateful, or otherwise objectionable (including, but not limited to, that pertaining to sexual orientation) or otherwise result in any actionable injury, damage or harm to any third party, Shall not create any liability for TradeWins! or cause TradeWins! to lose (in whole or in part) the services of our suppliers or partners, Shall not include descriptions of, or otherwise offer to sell, products or services that violate the TradeWins! Restricted Items Policy, or that are otherwise prohibited under this Agreement (inclusive of any documents it incorporates by reference), Shall include all required and appropriate warnings, information and disclosures in connection with Listing, buying or selling goods or services by Client on, in or through TradeWins!, including, but not limited to, disclosure on: (i) all amounts to be paid by buyer, including, but not limited to, any sales or other taxes and

shipping costs, (ii) shipping information (if applicable), customer service, warranties and exchange/refund policies and (iii) all applicable restrictions and all disclosures required by law, Shall be promptly updated by Client as necessary or appropriate to keep all of Client's Information (including, but not limited to, Listings) current, complete and accurate, Shall not contain a virus or other harmful component, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment (or that are designed to do so), and Shall not contain any materials for which Client does not have all necessary rights and licenses to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information).

**19.2. License.** Client hereby represents and warrants to and for the benefit of TradeWins! that Client owns or has all rights in and to all Client Information sufficient to make the license grant of this Section 18 without subjecting TradeWins! to claims of intellectual property infringement by virtue of our uses of such Client Information. Client hereby grants to TradeWins! during the term of this Agreement, a fully paid, worldwide right and license: To modify and edit, reproduce and distribute its Client Information on, in, through and in connection with TradeWins! as TradeWins! deems necessary or appropriate, on, in or through any media now known or hereafter developed, and To reproduce and distribute reasonable excerpts of its Client Information in connection with our advertising, marketing and promotion of TradeWins! and Client's participation in TradeWins! on, in or through any media now known or hereafter developed.

**19.3. TradeWins!'s Right to Edit Client Information.** TradeWins! has the right, but not the obligation, to: Correct any errors or omissions in any portion of any Listings by Client on, in or through TradeWins!, Edit, modify, refuse to post on or remove from TradeWins! any Client Information, in whole or in part, and Take any other action with respect to Client Information as TradeWins! in its sole discretion deem appropriate, including, but not limited to, any action necessary to comply with applicable laws, regulations, ordinances, rules or standards, to enforce this Agreement (inclusive of any documents it incorporates by reference), to respond to claims that any Client Information violates the rights of third parties, or to protect our rights, property or personal safety, or that of our Clients or Third Parties.

**19.4. TradeWins! Trademarks.** "TradeWins!" and its associated graphic logos and service names are trademarks of the parent of TradeWins!, Inc. and are protected by applicable intellectual property laws and treaties. Client acknowledges that any software used in connection with trading or communicating on TradeWins! contains proprietary and confidential information that is protected by applicable intellectual property laws and other laws. Client further acknowledges and agrees that content provided by Clients and posted through TradeWins! is protected by applicable intellectual property protections such as copyrights, trademarks, patents, and other proprietary rights.

**20. Account Information.** Clients are responsible for: Doing everything necessary to prevent the TradeWins! Codes of Client's Authorized Users from being lost, stolen or used wrongfully, •

Notifying TradeWins! in the event of a lost, stolen, misplaced or misappropriated Code; Ensuring that any record of any Codes for any Authorized User is kept in a safe place, Maintaining, and ensuring that all Authorized Users maintain the confidentiality of Account information (including, but not limited to, the Account number, TradeWins! Codes), and All consequences of use or misuse of such Client's Account or Account information.

TradeWins! bears no responsibility for any loss or damage that might result from the use of a Client's Account or of TradeWins! Codes by unauthorized persons.

## **21. TradeWins! Codes and Authorized Users**

21.1. Only the Authorized User (s) to whom it is issued may use a TradeWins! Code. Subject to Section 24, each Code is valid from the time it is selected or issued until the Account or applicable Authorized User is terminated.

21.2. **Initial TradeWins! Codes.** Upon TradeWins!'s acceptance of a Client's Application, such Client's initial TradeWins! Codes (if any) will be issued to the Authorized Signatory.

21.3. **Additional TradeWins! Codes.** The Authorized Signatory may identify additional persons to be given or allowed to select Codes at TradeWins!'s sole discretion and only after we have received authorization from the Authorized Signatory. TradeWins! reserves the right to impose additional conditions and restrictions upon the Account if there are multiple authorized persons using an Account, including, but not limited to, requiring that: Each Authorized User separately register and obtain a sub-Account (including, but not limited to, a sub-Account number), and An administrator be appointed for the Account.

21.4. **Authorized Users.** Client shall obligate each Authorized User who has access to the Account, Codes, and/or Account information, to read and abide by the terms and conditions of this Agreement (inclusive of any documents it incorporates by reference). Client hereby represents and warrants that each Authorized User will, at all times prior to cancellation of that Authorized User's TradeWins! Code, be vested by Client with the authority to use TradeWins! and legally bind the Client, including but not limited to, with respect to payments, Trade and/or Discount-Customer Loyalty Rewards Transactions and Fees. If an Authorized User uses his/her TradeWins! Codes, it will mean that such Authorized User has read this Agreement and understands and agrees to use TradeWins! on Client's behalf strictly in accordance with the terms of this Agreement. Client will be solely responsible for ensuring compliance with this Agreement by each Authorized User of Client, and will be liable for any non-compliance with this Agreement by such Authorized Users. Subject to Section 20.5, Client will be responsible and liable for the acts and omissions of such Client's Authorized Users in connection with TradeWins!, and shall indemnify TradeWins! for such acts and omissions as set forth in Section 27.

21.5. **Lost or Stolen TradeWins! Codes.** Client must tell TradeWins! at once if Client believes that someone other than the Client's Authorized Users has obtained knowledge of any Codes, or has used the Account, without permission. TradeWins! must be notified by a letter or phone call to the address or phone number shown on the last Statement of Account. If TradeWins! is notified by phone, a letter mailed or faxed (to the address or fax number shown on the last Statement of Account) within twenty-four (24) hours after the verbal notification must confirm such notification. Client, and not TradeWins!, shall be solely responsible and liable for any and all Trade and/or Discount-Customer Loyalty Rewards Transactions (and Fees arising there from), other acts and omissions, and any and all consequences of use or misuse of a TradeWins! Codes or Account information prior to such notification.

## **22. Access and Interference**

**22.1. Access.** TradeWins! does not guarantee continuous, uninterrupted or secure access to any of our services, and operation of our Websites may be interfered with by numerous factors outside of our control. From time to time, access to TradeWins! may be altered or denied for scheduled and unscheduled maintenance without any prior notice to Clients. TradeWins! has the right to do the following without any notice or liability: Change, suspend or discontinue any aspect of TradeWins! at any time, including, but not limited to, hours or days of operation and availability of any feature, telephone line, automated response system, database or content,

Impose limits on certain features and services, and Restrict access to parts or all of TradeWins!.

**22.2. Interference.** The Client and each Authorized User will not: Use any device, software, routine or other means to interfere or attempt to interfere with the proper working of TradeWins! or its Websites, telephone services, infrastructure, systems or components, Take any action that imposes an unreasonable or disproportionately large load on TradeWins!, or its Websites, telephone services, infrastructure, systems or components, Gain unauthorized access to other computer systems through TradeWins!, Defame, abuse, harass, stalk, threaten, embarrass or cause distress or discomfort upon any other Clients or Third Parties, Restrict, inhibit or otherwise interfere or attempt to interfere with another Client's use and enjoyment of TradeWins!, Disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other Clients' ability to engage in normal transactions on or through TradeWins!, Impersonate or otherwise misrepresent any person or entity, including, but not limited to, one of our officials or representatives, Falsely state or otherwise misrepresent its/his/her affiliation with a person or entity, or Conceal the true identity of the parties-in-interest for purposes of evading or circumventing any applicable law, regulation, ordinance, rule or standard or for any other reason. 21.3. Much of the information on TradeWins! is updated on a real-time basis and such information, and any software (including, but not limited to, the source code) used in connection with TradeWins!, is proprietary to TradeWins! or is licensed to TradeWins! by third parties. The Client and each Authorized User will not: Copy, reproduce, alter, modify, rent, lease, loan, sell, distribute, create derivative works based on, or publicly display any content (except for Information of the Client and/or such Authorized User) from or software used in connection with TradeWins! without our prior express written consent, or Cause TradeWins! to be displayed as a part of or within another Internet site or Web page or resell or redistribute any portion of TradeWins! or provide access to TradeWins! (including, but not limited to, the Account, any Codes or other Account information) to any third party for financial gain.

**23. Prohibited and Restricted Items Policy.** Client is responsible for making sure that Client's selling of particular goods or services is (1) not prohibited by law and (2) allowed on TradeWins!. Guidelines to assist Client to properly list items and understand what is allowed on TradeWins! are available by viewing the TradeWins! Prohibited and Restricted Items policy, which is available upon request from TradeWins! or may be viewed online at: [www.TradeWins!insider.com/RestrictedItemsPolicy.pdf](http://www.TradeWins!insider.com/RestrictedItemsPolicy.pdf). The guidelines set forth in the TradeWins! Prohibited and Restricted Items Policy do not constitute legal advice and do not pertain to any particular Client or company's practices. When in doubt, Client must check with law enforcement agencies, a lawyer, or with a copyright, trademark or other rights owner, for clarification. Client agrees to hold TradeWins! (and its parent, subsidiaries, employees, independent contractors, and agents) harmless from and against any and all claims, damages, or costs (including attorneys fees) arising out of 1) Client's violation of any law, or 2) Client's violation of TradeWins!'s Prohibited and



Restricted Items Policy, or 3) Client's violation or infringement of the rights of any third party as a result of listing products and services on TradeWins!.

## 24. Privacy

23.1. TradeWins! will abide by the terms of the TradeWins! Privacy Policy, which is available upon request from TradeWins! or may be viewed online at: [www.TradeWins!insider.com/PrivacyPolicy.pdf](http://www.TradeWins!insider.com/PrivacyPolicy.pdf). The Client and each Authorized User agrees that TradeWins! shall have the right to collect, use and disclose any and all personally identifiable information as TradeWins! deems necessary or appropriate and as set forth in the TradeWins! Privacy Policy. 23.2. The Client agrees that if the Client does not timely pay amounts (whether denominated in U.S. Dollars or Trade Dollars) due and payable by the Client under this Agreement, Client will accept calls from TradeWins! at its place of business regarding collection of such amounts. The Client understands that such calls could be automatically dialed and a recorded message be played. The Client agrees such calls will not be "unsolicited" calls for the purposes of U.S. Federal and state law(s). The Client also agrees that, from time to time, TradeWins! may monitor or record telephone conversations between Client and TradeWins! to assure the quality of our customer service.

## 25. Default

25.1. **Definition of Default.** A Client is in "Default" of this Agreement if any one of the following occurs: Client does not make a required payment under this Agreement by the due date, •

Client becomes generally unable to pay its debts or obligations (including, but not limited to, a negative TradeWins! Dollar Account Balance) as and when they become due, Client provides TradeWins! with any false or misleading Information or a false signature on the TradeWins! Client Application or such Client fails to notify TradeWins! if any such Information previously provided becomes false or misleading, Client ceases to do business as a going concern or, in the case of individuals, such Client dies, becomes incapacitated or otherwise incapable of decision-making, A petition in bankruptcy is filed against, or proceedings for dissolution, winding up or liquidation are instituted, by or against Client under the U.S. Federal Bankruptcy Code or any similar laws, TradeWins! believes that the likelihood of such Client performing all its obligations under this Agreement has been impaired, Client is found, or is reasonably believed by TradeWins!, to have engaged in deceitful trading practices or otherwise fraudulent, undesirable or harmful conduct as determined by TradeWins!, Such Client breaches this Agreement (inclusive of any policies or documents it incorporates by reference), TradeWins! cannot verify or authenticate any Information delivered by such Client to TradeWins! or other Clients, or placed on, in or through TradeWins! by such Client, Such Client is in default of any obligation to TradeWins!, a Client or any Third Party, Such Client is the subject of an investigation by a Government Agency or other authority, TradeWins! concludes in its sole discretion that any act or omission of such Client may cause legal liability for TradeWins!, the Client or other Clients, or Any of the events described above with respect to a Client occurs with respect to any Authorized User.

25.2. **Remedies Upon Default.** Upon the occurrence of a Default by any Client, TradeWins! has the right, at its election then or at any time thereafter while such Default continues, to take, without limitation, one or more of the following actions: Terminate such Client's

Account (see Section 25), Declare any negative Account Balance and any Fees arising from Trade and/or Discount-Customer Loyalty Rewards Transactions entered into by such Client, or by a Person using such Client's TradeWins! Codes, to be immediately due and payable in U.S. Dollars by the Client to TradeWins!, with or without notice to Client, subject to the other terms and conditions of this Agreement, Immediately delete any Listings or other Information of such Client, Require modification of payment terms or fees in order to continue or reinstate access or use by Client of services provided by TradeWins!; Temporarily suspend, indefinitely suspend or terminate the rights of such Client to transact in (as a seller and/or buyer), access or otherwise use TradeWins! or Trade Dollars in the Account (including, but not limited to, by deactivating such Client's Codes), Issue a warning to such Client, and/or Refuse to provide services to Client.

## **26. Termination of Account or of an Authorized User**

**26.1. Termination of Account by Authorized Signatory.** The Authorized Signatory may terminate the Account at any time by giving TradeWins! written notice of termination to the address shown on the last Statement of Account, such termination to take effect fourteen (14) days after receipt of such notice.

**26.2. Termination of Account by TradeWins!.** TradeWins! may, in its sole discretion and without liability to Client, terminate the Account at any time and for any reason, regardless of whether Client is in Default, immediately upon sending written notice to the Statement Contact at the last e-mail address or fax number shown on our records (and without sending any notice to any other Person).

**26.3. Effects of Termination of Account.** If, upon termination of the Account, Client is in Default or the Account does not have a positive Account Balance: TradeWins! may immediately withdraw the rights and privileges of the Client and each Authorized User in respect of any Codes and the Account (including, but not limited to, the right to transact in or otherwise access TradeWins! or the Account), Any negative Account Balance and any Fees arising from Trade and/or Discount-Customer Loyalty Rewards Transactions entered into by the Client, or by a Person using such Client's TradeWins! Codes, will become immediately due and payable in full in U.S. Dollars by the Client to TradeWins!, with or without notice to Client, subject to the other terms and conditions of this Agreement, TradeWins! may immediately delete any Listings or other Client Information and deactivate any or all Codes of Authorized Users, and Client shall remain liable for all Fees, commitments and obligations incurred or accrued by the Client prior to the effective date of termination of the Account. If, upon termination of the Account, Client is not in Default and there is a positive Account Balance, the Client will have a period of ninety (90) days to purchase goods or services in Trade Transactions using the Trade Dollars representing the positive Account Balance, less any set-offs as provided in this Agreement or other amounts required to fully secure and guarantee any debts, obligations, damages or liabilities of the Client to TradeWins!, other Clients or Third Parties. Under such circumstances: TradeWins!'s rights and the obligations of Client set forth above shall apply and shall accrue as of the effective date of termination (except to the extent necessary to allow the Client to spend the positive Account Balance during such ninety (90)-day spending period, in which case such remaining rights and obligations shall accrue immediately upon expiration of such ninety (90)-day spending period), Upon expiration of the ninety (90)-day spending period, the Trade Dollars representing any remaining positive Account Balance will be transferred out of the Account and neither the Client nor any Authorized User will receive any value for such balance, Client shall remain liable for all Fees, commitments and

obligations incurred or accrued by the Client prior to the last day of such ninety (90)-day spending period, including, but not limited to, Fees relating to TradeTransactions entered into by or on behalf of the Client, or by a Person using any Authorized User's TradeWins! Codes, and authorized by TradeWins! within such period, TradeWins! has the right to require adequate assurances from the Client that Client will comply with this Agreement, and all Policies, laws, regulations, ordinances, rules, and standards and will satisfy such Client's obligations, duties and other reasonable requirements before allowing such Client or its Authorized Users to spend any of the positive Account Balance. Such assurances may include, but shall not be limited to, such Client pre-paying any Trade Transaction Fees or posting a bond or a requirement that Client appoint a reputable third party acceptable to TradeWins! to assume responsibility for the Account in accordance with this Agreement and spend the positive Account Balance on or through TradeWins! on behalf of the Client rather than allowing such Client to access the Account directly, and The above right to spend any positive Account Balance within such ninety (90)-day spending period shall be the Client's sole and exclusive remedy, and our sole and exclusive liability, with respect to termination of the Account and any positive Account Balance.

26.4. In no event shall TradeWins! be required to refund, redeem or pay amounts to the Client or any Authorized User for any positive Account Balance or allow transfer, conversion or liquidation of any positive Account Balance upon termination.

26.5. Until all amounts (whether payable in Trade Dollars or CDN Dollars) owing to TradeWins! are paid in full, the Client and each Authorized User shall continue to be subject to this Agreement and any amendments made pursuant to Section 29, including, but not limited to, changes to Fees and/or payment requirements. This Agreement shall terminate only after (i) the Account is terminated and (ii) all amounts owing to TradeWins! are paid in full.

**26.6. Termination of Authorized User by Authorized Signatory.** The Authorized Signatory may terminate an Authorized User's status as an Authorized User at any time, without terminating the Account, as follows: Written notice to TradeWins! of cancellation/termination by the Authorized Signatory must be returned to TradeWins!, If the terminated Authorized User is the existing Authorized Signatory or Statement Contact, the existing Authorized Signatory must provide TradeWins! with written certification of appointment and authorization of another Person to be the new Authorized Signatory or Statement Contact, as applicable, for the Account, The TradeWins! Codes of such Authorized User will then become invalid on the day TradeWins! receives the notice, and Such Authorized User will cease to be an Authorized User as of the date the TradeWins! Codes become invalid.

26.7. If the Authorized Signatory fails to appoint a new Person to act as the Authorized Signatory and/or Statement Contact for the Account, the Account will be in "Default" and TradeWins! may immediately terminate the Account.

26.8. Notwithstanding anything to the contrary, if the terminated Authorized User is the Client, the Account will be deemed to be terminated by TradeWins! pursuant to this Section upon termination of such Authorized User.

**26.9. Termination of Authorized User by TradeWins!.** TradeWins! may, in its sole discretion and without liability to Client or any Authorized User, (i) terminate an Authorized User's status as an Authorized User (without terminating the Account) at any

time and for any reason immediately upon sending written notice to the Statement Contact at the last e-mail address or fax number shown on our records (and without sending any notice to such Authorized User).

**26.10. Effects of Termination of an Authorized User.** Upon termination of an Authorized User's status as an Authorized User: TradeWins! may immediately withdraw the rights and privileges of such Authorized User (including, but not limited to, the right to transact in or otherwise access TradeWins! or the Account), and TradeWins! may immediately delete any Listings or other Information of such Authorized User, and deactivate such Authorized User's Codes.

26.11. Client shall remain liable for all acts and omissions of the terminated Authorized User until such Authorized User's TradeWins! Codes are rendered inactive.

**26.12. Legal and Collection Costs.** To the extent permitted by applicable law, Client agrees to pay all costs including, but not limited to, attorney fees, incurred by TradeWins! (i) through any process to recover any amounts due and payable (whether in U.S. Dollars or Trade Dollars) by the Client to TradeWins!, or (ii) in enforcing this Agreement against the Client.

## **27. Limitations on Liability**

27.1. TradeWins! AND ITS SUPPLIERS PROVIDE TradeWins!, AND ITS WEBSITES, INFRASTRUCTURE, SYSTEMS AND COMPONENTS "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR SUPPLIERS AND TradeWins! SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TradeWins! MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY PRODUCTS OR SERVICES OF CLIENTS OR THIRD PARTIES AVAILABLE ON, IN OR THROUGH TradeWins! AND MERELY ACT AS A PASSIVE CONDUIT FOR THE DISSEMINATION OF SUCH REPRESENTATIONS AND WARRANTIES, WHICH ARE EXTENDED EXCLUSIVELY BY THE SUPPLIER OF SUCH GOODS OR SERVICES.

27.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TradeWins! OR ITS SUPPLIERS, PARENT, SUBSIDIARIES, OR INDEPENDENT CONTRACTORS, BE RESPONSIBLE OR LIABLE TO ANY CLIENT, AUTHORIZED USER OR ANY OTHER PERSON UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS OR REVENUES, OR THE COST OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH TradeWins!, ITS WEBSITES, INFRASTRUCTURE, SYSTEMS AND COMPONENTS, OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING FROM: ANY PARTIAL OR FULL FAILURE OR MALFUNCTION OF THE ON-LINE AND OTHER COMPUTER ELEMENTS OF TradeWins! AND ITS WEBSITES, INFRASTRUCTURE, SYSTEMS AND COMPONENTS, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE OR COMPLETION OF INFORMATION AND/OR TRANSACTIONS ON, IN OR THROUGH TradeWins!, ANY UNAUTHORIZED ACCESS OR USE BY ANY PERSON OF ANY AUTHORIZED USER'S TradeWins! CODES, THE ACCOUNT NUMBER OR OTHER ACCOUNT INFORMATION, ANY UNAUTHORIZED ACCESS OR USE BY ANY PERSON OF ANY INFORMATION (WHETHER CORRECT OR INCORRECT) OF ANY CLIENT OR AUTHORIZED

USER, ANY INCORRECT INFORMATION ABOUT ANY CLIENT OR AUTHORIZED USER GIVEN BY TradeWins! TO ANY PERSON, INCLUDING ANY CREDIT BUREAU OR BUSINESS REFERENCE, ANY INCORRECT PROCESSING BY TradeWins! OF ANY INFORMATION OF ANY CLIENT OR AUTHORIZED USER, ANY FAILURE BY ANY CLIENT TO ACCEPT AN OFFER BY ANY OTHER CLIENT OR AUTHORIZED USER TO BUY OR SELL GOODS OR SERVICES ON, IN OR THROUGH TradeWins!, ANY REFUSAL BY TradeWins! TO AUTHORIZE A TRADE AND/OR DISCOUNT-CUSTOMER LOYALTY REWARDS TRANSACTION, ANY TRANSACTION, AGREEMENTS, ARRANGEMENTS OR DISPUTES BETWEEN ANY CLIENT OR AUTHORIZED USER, ON THE ONE HAND, AND ANY OTHER CLIENT, AUTHORIZED USER OR THIRD PARTY, ON THE OTHER HAND, IN CONNECTION WITH TradeWins!, ANY INFORMATION (INCLUDING LISTINGS) OF ANY CLIENT OR THIRD PARTY AVAILABLE ON TradeWins!, INCLUDING WITHOUT LIMITATION, ANY ERRORS OR OMISSIONS IN ANY SUCH INFORMATION, AND ANY USE OF OR RELIANCE ON ANY SUCH INFORMATION BY ANY CLIENT OR AUTHORIZED USER, AND ANY PRODUCTS OR SERVICES OF OTHER CLIENTS OR THIRD PARTIES OBTAINED BY ANY CLIENT OR AUTHORIZED USER ON, IN OR THROUGH TradeWins!.

27.3. THE ABOVE LIMITATIONS APPLY, REGARDLESS OF HOW SUCH DAMAGES MAY ARISE AND UNDER ANY THEORY OF LIABILITY, EVEN IF TradeWins!'S SUPPLIERS AND TradeWins! WERE ADVISED OF, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. 26.4. THE AGGREGATE OF LIABILITY OF TradeWins!, ITS PARENT, ITS SUBSIDIARIES, ITS INDEPENDENT CONTRACTORS, AND ITS SUPPLIERS TO ANY CLIENT, AUTHORIZED USER OR ANY OTHER PERSON IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES PAID BY THE CLIENT, AUTHORIZED USER OR OTHER PERSON, AS APPLICABLE, TO TradeWins! IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) U.S.\$100.

## **28. Indemnification**

28.1. Client agrees to indemnify and hold the Indemnified Parties (as defined in Section 44) harmless from and against any and all claims, demands, lawsuits, damages, costs, fees (including, but not limited to, reasonable attorneys' fees) and expenses resulting from, arising out of, relating to or incurred in connection with: Any breach of this Agreement (inclusive of any policies or documents it incorporates by reference) by the Client or any Authorized User, Any allegations that, if true, would constitute a breach of the covenants made by the Client in Section 16.1 or Section 18, Any and all (including negligent and wrongful) actions taken by, or omissions of, the Client, any Authorized User of the Client or any other Person accessing TradeWins! by using Client's Account Number, TradeWins! Codes, Any and all goods and/or services made available by the Client or any Authorized User of the Client through TradeWins! including, by way of example and without limitation, claims arising from the design or manufacture of such goods or the provision, or failure to provide, customer support in connection with such goods or services, Any Client Information (including, but not limited to, Listings), Any and all transactions, agreements, arrangements or Disputes between the Client or any Authorized User, on the one hand, and any other Client, Authorized User or Third Party, on the other hand, in connection with TradeWins!. Any actual or alleged infringement of any patent, copyright, trade secret, trademark, or other intellectual property right arising out of the use or sale by Client of goods or services purchased or received through TradeWins!.

**28.2.** Each Client and Authorized User shall fully cooperate with the Indemnified Parties and provide all assistance reasonably requested by the Indemnified Parties in the defense

and settlement of any claim. The Indemnified Parties shall have the right, at their own expense, but not the obligation, to assume the exclusive defense and control of any matter subject to indemnification by the Client, and no Client shall settle any matter without the written consent of the Indemnified Parties.

## **29. Disputes**

**29.1. Disputes Between Clients, or Between Clients and Third Parties.** Any Dispute between Clients, or between Clients and Third Parties, arising from this Agreement shall be a matter to be resolved between those Clients and/or Third Parties. As long as a dispute, controversy or claim between two or more Clients (or Third Parties) does not name TradeWins!, Inc., or any of its parent, subsidiaries, predecessors-in-interest, officers, employees, independent contractors, or agents, as a party or parties to a formal claim, any such dispute shall not be subject to the choice of venue or exclusive jurisdiction requirements of this Agreement. If, despite the provisions of this Agreement, TradeWins!, Inc. or any of its parent, subsidiaries, predecessors-in-interest, officers, employees, independent contractors, or agents, are named as a party to any dispute or claim, the portion of such dispute which brings a claim against TradeWins!, Inc., or its parent, subsidiaries, predecessors-in-interest, officers, employees, independent contractors, or agents shall be decided or adjudicated solely pursuant to the provisions of this Agreement for disputes between Clients and TradeWins!, with any litigation of Disputes with TradeWins! to be conducted exclusively in Alberta, Canada. All other issues between Clients and Third Parties may separately or thereafter be submitted by the claimant to a court or tribunal of competent jurisdiction for adjudication of issues not involving claims against TradeWins! or its parent, subsidiaries, predecessors-in-interest, officers, employees, independent contractors, or agents.

**29.2. Disputes Between Clients and TradeWins!.** The parties to this Agreement hereby consent to the exclusive jurisdiction and venue of the courts of the Province of Alberta, Canada, to adjudicate any and all disputes, controversies, or claims between a Client and TradeWins!, or any formal action in which TradeWins!, Inc., or its parent, subsidiaries, predecessors-in-interest, officers, employees, independent contractors, or agents, are a named party.

**29.3. TradeWins! Is Not a Party to Disputes Between Clients.** TradeWins! shall not be involved in, and the Client shall not involve TradeWins! in, any Dispute between the Client and another Client, or between the Client and a Third Party. If the Client nonetheless attempts to involve TradeWins! in any Dispute: Such Client shall be liable for all of TradeWins!'s costs and reasonable attorneys' fees incurred in connection with such involvement and shall indemnify TradeWins! as set forth in Section 27 of this Agreement, and The exclusive venue for any litigation relating to such Dispute shall be limited to Edmonton Alberta. Such Dispute shall be submitted to litigation according to the provisions of this Section. TradeWins! is not a party to, and shall not be responsible for, Disputes between Clients or between a Client and a Third Party.

**29.4. Reversal of Transactions Subject to Dispute.** In order to assist two or more Clients that are engaged in a Dispute to reach a resolution of the dispute, TradeWins! may, at its sole discretion, reverse the subject transaction(s). As a matter of general policy (but subject to TradeWins!'s sole discretion), when TradeWins! is informed within the time period set forth below of a dispute between Clients, TradeWins! may thereupon request from the seller proof of Settlement. If seller fails to produce proof of Settlement within

fifteen (15) business days, the subject Trade Dollars may be returned by TradeWins! to the buyer's account. If seller does produce proof of Settlement within fifteen (15) business days, TradeWins! may, at its sole discretion, freeze the subject Trade Dollars pursuant to Subsection 28.7 of this Agreement. If it wishes to request a reversal of a transaction, Client must notify TradeWins! in writing of the Dispute it has with or against another Client or a Third Party that arises from or relates to a Transaction on, in or through TradeWins! on or before the earlier of: Ninety (90) days following the date of the Statement of Account in which such Transaction appeared with respect to Trade and/or Discount-Customer Loyalty Rewards Transactions, or Ninety (90) days following the date on which such Transaction was authorized and given an authorization number by TradeWins!.

**29.5. Freezing Account Subject to Dispute.** If the Client is involved in a Dispute subject to this Section, TradeWins! shall have the right (but not the obligation) to freeze the Trade Dollars involved in the Dispute. Any Trade Dollars that are frozen will not be available to the Client or any Authorized User during such time. TradeWins! shall also have the right, at its sole discretion, to place such Trade Dollars into a restricted account maintained by TradeWins! or an escrow account maintained by a third-party escrow agent in order to ensure that funds are available upon conclusion of any litigation, mediation or arbitration of such Dispute. Any such Trade Dollars may be released on mutual consent of the parties to the Dispute, on conditions to which they mutually agree, or upon order of a court of competent jurisdiction or an arbitrator as set forth in this Section. Any such frozen Trade Dollars and any such restricted or escrow account shall not bear interest.

**29.6. Injunctive and Interim Relief.** Notwithstanding anything in this Section to the contrary: Any party to a Dispute may also, without waiving any remedy under this Section, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the Dispute), and TradeWins! may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or equitable relief, as necessary or appropriate, or to enforce the provisions of this Section, or of the TradeWins! Business Services Agreement.

**29.7. TradeWins! Must Receive Timely Notice of Claims Against TradeWins!.** A Client must notify TradeWins! of any Dispute the Client has with or against TradeWins! that arises from or relates to this Agreement or TradeWins! Policies within One Hundred Eighty (180) days of the date of the alleged injury, regardless of any statute of limitations. The Client will be deemed to have waived its right to litigate any Dispute for which notice was first provided to TradeWins! after the relevant period, regardless of any law to the contrary

**30. Amendments to this Agreement.** TradeWins! may amend this Agreement at any time and will notify Client of any such amendment either in writing or by posting the amended terms on the TradeWins! Site. Any such amendment will take effect fourteen (14) days after that date on which Client is so notified or the amendment is so posted. By using TradeWins! after such period, Client acknowledges its acceptance of this Agreement, as amended. This Agreement may not be otherwise amended except in a writing signed by the Authorized Signatory and TradeWins!.

**31. No Agency.** TradeWins!, on the one hand, and the Client and its Authorized Users, on the other hand, are independent entities operating at arms length. Neither Client nor any Authorized User shall have the power or authority to bind, or purport to bind, or obligate TradeWins! in any

manner or for any liability whatsoever. Neither the Client nor any Person affiliated with the Client (including, but not limited to, any Authorized User) is, or may be considered as, a distributor, agent or representative of TradeWins! or any of our affiliates and no agency, partnership, joint venture, employee-employer or franchisee-franchiser relationship is intended or created by this Agreement.

**32. Notices.** Except as explicitly stated otherwise, any notices given under this Agreement shall be made in writing and sent by either (i) personal delivery, (ii) prepaid registered or certified (return-receipt requested) first-class postal mail, or (iii) internationally-recognized prepaid overnight courier services (e.g., FedEx, DHL, TNT, etc.) to "Attention: Legal Department, TradeWins!,#1, 21003 100 Ave Edmonton Alberta T5T 5X8 " (in the case of notice to TradeWins!) or to the Client and/or any Authorized User at the address given by the Client on the application form, or (iv) e-mail (a) for the Client or any Authorized User, to the e-mail address such Person provides to TradeWins! during the registration process and (b) for TradeWins!, to [andrew.pludek@tradewins.biz](mailto:andrew.pludek@tradewins.biz) . For this purpose, notices shall be deemed effective (i) upon receipt if made by personal delivery or overnight courier service, (ii) seven (7) days after dispatch, if by registered or certified postal mail, or (iii) four (4) days after dispatch, if by e-mail. Each party may change its address for delivery of notice by providing notice of such change in accordance with the terms of this Section 31.

**33. Choice of Law.** This Agreement shall be governed in all respects by the laws of the Canada and the Province of Alberta.

**34. Jurisdiction.** The parties to this Agreement consent to the exclusive jurisdiction and venue of the courts of the Province of Alberta located within Alberta Canada, for any dispute arising from, relating to, or interpreting this Agreement, which names as a party or parties TradeWins! or any of its parent, subsidiaries, predecessors-in-interest, officers, employees, independent contractors, or agents.

**35. Severability.** If any provision of this Agreement is rendered void, invalid or unenforceable by any court of law for any reason, such invalidity or unenforceability shall not void or render invalid or unenforceable any other provision of this Agreement. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

**36. Headings.** The headings in this Agreement are used only for convenience and will not have an effect on the interpretation thereof.

**37. No Waiver.** If TradeWins! allows the Client and/or any Authorized User any latitude or extension of time, this is not and must not be understood as a notation or waiver of our rights in respect of this Agreement, and it will also not be, or be the cause of, an estoppel against TradeWins!.

**38. No Third-Party Beneficiaries.** Except as set forth in Section 27, nothing in this Agreement is intended nor shall be construed to give any person or entity, other than the Client and



TradeWins!, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision contained herein.

**39. Acts Beyond TradeWins!'s Control.** In the event of circumstances not reasonably within TradeWins!'s control, including, but not limited to, natural disaster, earthquake, breakdown or temporary failure of the Internet, any mechanical, electronic or communications failure, war, riot, or civil insurrection, which results in the unavailability of all or any part of TradeWins! or the inability to transmit or receive information electronically, TradeWins! (and its parent, subsidiaries, and independent contractors) shall not have any liability or obligation for delay or failure to provide services under this Agreement to the Client or any Authorized User, or any other Client, Third Party or other Person.

**40. Entire Agreement.** This Agreement, inclusive of any TradeWins! Client Application executed by Client and of those Policy documents incorporated herein by reference, contains the complete and final statement of the understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements or communications, whether written or oral, between the Client and TradeWins! (or between the Client and any predecessor in interest to TradeWins!) with respect to the subject matter of this Agreement.

**41. Disclosures.** The services hereunder are offered by TradeWins!, Inc., an Alberta Corporation.

**42. Assignment.** Client shall not assign the Account, any TradeWins! Codes issued to any Authorized User, this Agreement, or any interest, rights or obligations hereunder or there under, by operation of law or otherwise, without our prior written approval and any such attempted assignment shall be void. TradeWins! shall have the right to freely assign this Agreement, and our rights and obligations hereunder, to any third party without requiring the consent of or notice to the Client or any Authorized User. Subject to the foregoing, this Agreement (inclusive of any documents it incorporates by reference) shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**43. Insurance.** Client and each Authorized User agree that TradeWins! is not an agent of any insurance broker or insurance company. Client is responsible for obtaining any master policy or other insurance agreements and documents that it desires and for understanding the terms, conditions and exclusions of any such documents. TradeWins! is not liable for any claim not paid by the relevant insurer for any reason.

**44. Survival.** The provisions of the following Sections of these Rules shall survive the termination of Client's Account: 1 (Nature of the Parties), 2 (Nature of Trade Dollars), 4.7 (Release), 4.10 (No Control Over Information), 4.13 (Consent to Receipt of e-Mail), 4.14 (Right to Escrow Funds), 6 (Client's Account), 8 (Credit Lines), 9 (Compliance with Policies and Laws), 12 (No Warranty), 13 (Trading System Deficits), 14 (Dissolution of Trading System), 16 (Taxes), 18 (Client Information), 19 (Account Information), 20.1 (TradeWins! Codes), 21.2 (Interference), 23.2 (Privacy), 24 (Default), 25 (Termination), 26 (Limitations on Liability), 27 (Indemnification), 28 (Disputes), 30 (No Agency), 31 (Notices), 32 (Choice of Law), 33 (Jurisdiction), 34 (Severability), 35 (Headings), 36 (No Waiver), 37 (No Third Party Beneficiaries), 39 (Entire Agreement), 41 (Assignment), 42 (Insurance), 43 (Survival), 44 (Definitions)

**45. Definitions** In this Agreement the following capitalized terms shall have the following meanings unless otherwise indicated or the context otherwise clearly requires:

- **Account:** The account in TradeWins! that is in the name of Client.
- **Account Balance:** The balance in the Account, denominated in Trade Dollars, comprising (a) Trade Dollars generated by Trade and/or Discount-Customer Loyalty Rewards Transactions in which Client is a seller, less (b) Trade Dollars spent in Settled Trade and/or Discount-Customer Loyalty Rewards Transactions in which Client is a buyer, less (c) Trade Dollars set aside in a designated “Escrow Account” for Trade and/or Discount-Customer Loyalty Rewards Transactions in which Client is a seller and the Trade and/or Discount-Customer Loyalty Rewards Transaction is authorized by TradeWins! but not Settled, less (d) Trade Dollars payable by Client to TradeWins! in accordance with this Agreement (including, but not limited to, Fees, administrative charges, and any other charges). The Account Balance may be negative, positive or zero.
- **Agreement:** This TradeWins! Business Services Agreement, including any TradeWins! Client Application executed by Client and all Policies and Schedules referred to herein that are hereby incorporated herein by this reference, in each case as amended.
- **Authorized Signatory:** The individual who completes the TradeWins! Client Application on behalf of a Client, or such other individual that the Client may thereafter designate in writing to TradeWins!. The Authorized Signatory must: (i) have the requisite legal authority to bind the Client, (ii) have received any and all approvals required for him/her to bind the Client and (iii) permit TradeWins! to obtain any information relating to the Client and/or its principals that TradeWins! may reasonably request from time to time (including personal or corporate credit reports).
- **Authorized Users:** The Authorized Signatory and any other person(s) authorized by the Client to use Client’s Codes.
- **TradeWins!:** TradeWins!, Inc., an ALBERTA corporation.
- **TradeWins! Trade dollars** The sole non-cash accounting unit of TradeWins!, as more fully described in Section 2 above. TradeWins! reserves the right to name and change the name of the TradeWins! Trade Dollars.
- **TradeWins! Client Application:** The application form(s) that a Client must complete to register to participate in TradeWins!.
- **TradeWins!:** TradeWins!’s on-line and off-line Exchange and Discount-Customer Loyalty Rewards Programs and systems.
- **TradeWins! Site:** The TradeWins! Web site, available at the Uniform Resource Locator [www.tradewins.biz](http://www.tradewins.biz)
- **Clearinghouse:** A central agency for the collection, classification and distribution of information.
- **Codes:** Any and all unique numbers (including PIN's), passwords or codes that are selected by or assigned to the Client, Account, and/or the Authorized Users for security purposes and which are required to access or enter into transactions on, in or through TradeWins!.
- **Credit Line:** The maximum number of Trade Dollars for which there can be a negative Account Balance outstanding at any time in the Account.
- **Dispute:** Any dispute, controversy or claim.
- **Fees:** Any amounts due to TradeWins! from Clients, payable in Trade Dollars, Canadian Dollars, or other national currency or Dollar denomination, as applicable, in accordance with the terms and conditions of this Agreement, including, but not limited to, late charges, registration fees, administrative fees and transaction fees.
- **Good Standing.** A “Client in Good Standing” is a Client that complies with all provisions of this Business Services Agreement, is current in payment of all amounts of Canadian Dollars or Trade Dollars owed by the Client to TradeWins!, and has a valid Client Account without restriction.
- **Government Agency:** Any Federal, state or local government agency or other organization empowered to exercise the authority of the Federal, or any state or local government,

including, but not limited to, agencies and organizations of the CANADIAN and non-CANADIAN. national governments.

- **Indemnified Parties:** TradeWins!, Inc. and all of its parent, subsidiaries, independent contractors, and affiliates, and their respective officers, directors, agents, employees, co-branders, contractors and other partners, information providers, suppliers, licensors, and licensees.
- **Information:** With respect to any Person, any and all text, works of authorship, images, audio/visual elements, photographs, artwork, graphics, trademarks, slogans, logos, links and other content and information (i) delivered to TradeWins! or other Clients by such Person in the registration, credit application, trading or Listing process, in any public message area or through any e-mail feature, or (ii) placed on, in or through TradeWins! by such Person.
- **Listing:** With respect to any Person, the Information supplied by such Person that either (i) textually, graphically or otherwise describes goods or services of such Person available for sale on, in or through TradeWins!, or (ii) references or links to other sources for the Information describing such goods or services.
- **Client:** Any Person that engages in one or more transactions through TradeWins!, including but not limited to any Person (i) on whose behalf the Authorized Signatory has completed the TradeWins! Client Application and (ii) that has been approved by TradeWins! to trade in TradeWins!.
- **Person:** A human being or juridical entity.
- **Policy:** Any and all policies governing a Client's use of TradeWins!, including, without limitation, the TradeWins! Privacy Policy and Fee Policy, which policies are hereby incorporated by reference and shall be an integral and inseparable part of this Agreement.
- **Settle:** With respect to any sale or purchase of goods or services offered by a seller in TradeWins!, the act of buyer and seller fully satisfying their contractual obligations pursuant to the terms of agreement between buyer and seller in such transaction. "Settling", "Settled" and "Settlement" have correlative meanings. Depending on the terms agreed to by seller and buyer in a particular transaction, Settlement may include seller dispatching or delivering particular goods, seller fulfilling agreed-to service obligations, and/or buyer making payment.
- **Statement Contact:** The Person to whom TradeWins! sends all monthly TradeWins! Statements of Account. The Authorized Signatory will be the Statement Contact unless the Authorized Signatory notifies TradeWins! in writing that another Person shall be the Statement Contact.
- **Statement of Account:** A statement or accounting showing (i) the Trade and/or Discount-Customer Loyalty Rewards Transactions entered into by Client, and (ii) all Fees arising from or relating to such Trade and/or Discount-Customer Loyalty Rewards Transactions, and (iii) the account balance as of the date of the statement or accounting. The Statement of Account may be delivered to Client electronically or in hard copy form, or may be made available to Client through a secure website.
- **Third Party:** Any third party (other than a Client) found on, in or through TradeWins!.
- **Trade and/or Discount-Customer Loyalty Rewards Transaction:** A purchase or sale of products or services from or to a Client on or through TradeWins!, made using Trade Dollars (in whole or in part), which is deemed to be completed after the relevant amount of Trade Dollars is transferred to the seller's account in TradeWins! in accordance with our Trading Policy.
- **Canadian \$:** A Dollar or other equivalent unit in such coin or currency of Canada as at the time shall be legal tender for the payment of public and private debts.
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**We, Us and Our:** TradeWins!, Inc.