





Empire Trade Membership



Will bring cash into your business as well as trade credits

"Right Price"...

Trade Component Negotiable!





In the old days

Before cash, checks and credit cards, and way before BANKS...



Barter was the ONLY method of doing business.

Disadvantages: Value and timing.

Empire Trade has taken the best aspects of the old style of trading from our ancestors, together with the best aspects of trading as it is today, **to create our philosophy of**

"Right Price"...
Trade Component Negotiable!



Plus <u>Low</u> Membership Fees <u>Low</u> Transaction Fees

(on spend-down only)

and

PERSONAL SERVICE





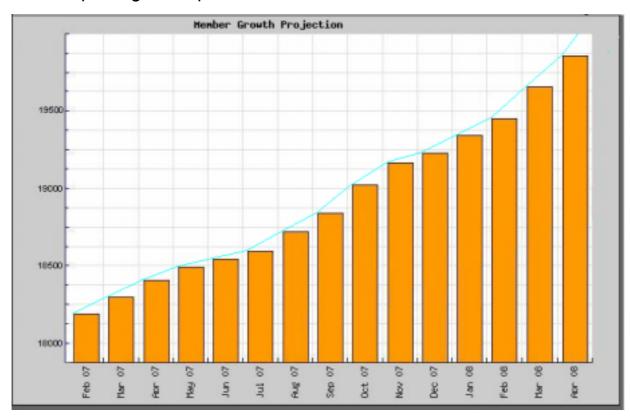
How Empire Trade Works

Empire Trade is *an innovative and progressive Trade Exchange*. A membership and *community based* organisation, Empire Trade offers real and practical solutions to small business through alternative marketing strategies that can *help to increase turnover and profits*, and provide an improved lifestyle while *easing cash flow restrictions*.

Empire Trade administers and develops a co-operative of businesses that trade amongst themselves. The use of a common currency, as a portion of every sale between members, facilitates this process. This currency is known as Empire Trade credits. One ETX Credit is equal to one (unit of the currency of the country of operation).

What does Empire Trade do?

Empire Trade *facilitates the exchange of goods and services* amongst its members. Members with the Empire Trade advantage, gain the opportunity to increase market share, conserve cash, improve profit levels, promote member goods and services, improve lifestyle, purchase property and receive special assistance packages or special trade facilities.



We must be doing something right!





DO YOU EVER OFFER A DISCOUNT?

DO YOU KNOW THAT YOU ARE LITERALLY THROWING YOUR MONEY AWAY?



WHY?

THE EMPIRE TRADE SYSTEM IS DESIGNED TO PAY YOU THE DIFFERENCE

THE BIGGER YOUR DISCOUNT, THE SMALLER YOUR PROFIT.





DO YOU SPEND MONEY ON ADVERTISING TO GENERATE EXTRA SALES OR DISPENSE WITH UNWANTED STOCK?



WHY?

AS AN EMPIRE TRADE MEMBER WE ARE HAPPY TO OFFER YOU:

FREE PRESENCE ON OUR WEBSITE TO PROMOTE YOUR GOODS AND SERVICES

FREE INCLUSION IN OUR NEWSLETTER TO PROMOTE YOUR BUSINESS

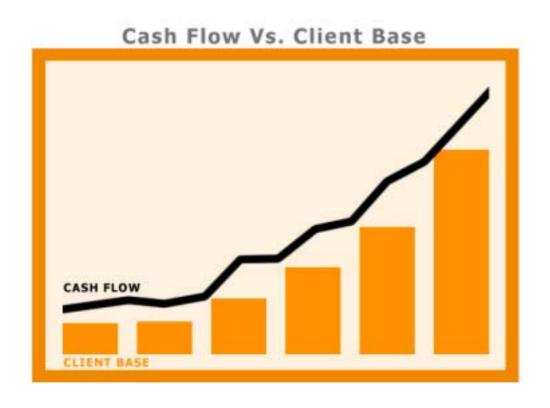
FREE ACCESS TO OUR ENTIRE MEMBERSHIP TO INCREASE YOUR CLIENT BASE

FREE ONLINE CLASSIFIEDS ADVERTISING





Not Discounting and Saving Cash on your expenses are just two ways Empire Trade can conserve your cash



What we really want to do however, is increase your client base and of course your cash flow

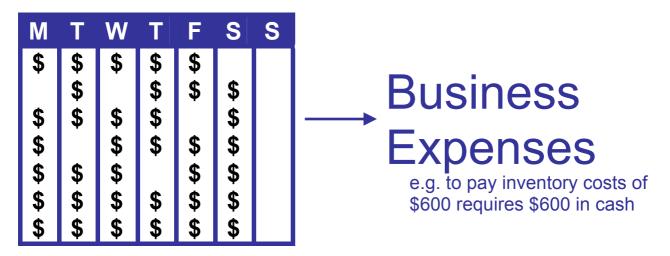
LET ME SHOW YOU HOW . . .





Is this one of the reasons that your business has a tight cash flow?

Your Business



With a 50% profit margin, it requires 24 transactions @ \$50 to be taken from existing business already done, and this <u>reduces the cash flow!</u>

Basic raw costs of job \$25

 $24 \times $25 = 600 in costs

 $$25 \text{ Gross profit / sale } (24 \times $25) = $600 \text{ for inventory items}$

Business cash flow reduced by \$600

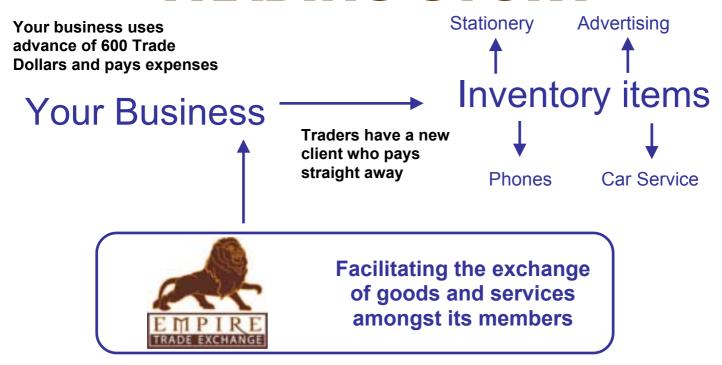
These same basic rules apply to every type of business

Now let's do it again with the power of Empire Trade



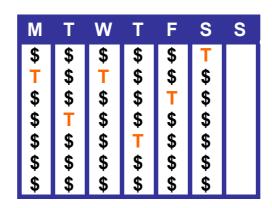


TRADING STORY



How do you repay?

New Business generated for you from the Empire Trade Membership creates the new bookings and fills the vacant spaces in between your current clients.



24 bookings @ \$25 profit in trade = \$600



This repays the \$600 advance

Six extra bookings per week over and above existing customers, generates \$600 of additional profit over four weeks.

That's a difference of \$1,200 from the previous example.

This example shows how Empire Trade improves turnover and conserves cash





Empire Trade Benefits

- **✓** Increase Market Share
- ✓ Conserve Cash
- **✓** Advertising Subsidy
- ✓ Promote Goods & Services
- ✓ Buy sell swap or trade online
- ✓ Special Trading Clubs

- ✓ Expand Profitability
- **✓** Reduce Excess Inventory
- ✓ Improve Lifestyle
- ✓ Investment Opportunities
- ✓ Financial Support





EMPIRE TRADE





EXTRA BUSINESS



EXTRA CASH







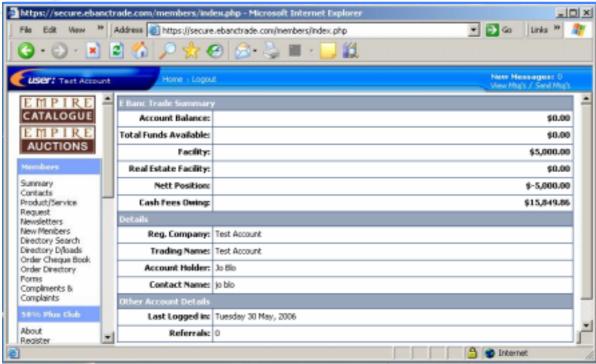
The answers you want are at your fingertips





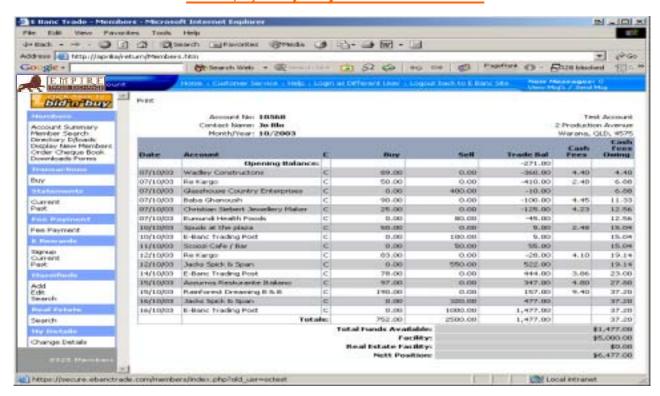






If you are trading with our competitors, you could be paying as much as 15% in transaction fees when <u>buying and selling</u> goods and services. The above account with our competitors could cost you as much as \$250 in transaction fees, monthly administration fee and debt reserve fund contribution. (That doesn't include any late or penalty fees)

With Empire Trade, you would benefit by around \$210 per month. With an account on average using the above example, you would be <u>saving</u> over \$2,500 per year in fees alone.







Cheques



Payee Payee	E M P I R E MEMBER CHEQUE	6,6,6,6,6
6 6 6 6 6	Pay Seler Name	Seller Account Number
Details	The sum of E Banc Trade Dottar amount in words	Trade \$
0,0,0,0,0		6666
16,6,6,6	Skyer Name NOT NECOTIARLE	Buyer Signature All transactions are subject to Trabing Rules of the Bano Trabe international Barter Exchange.
Trade \$	Exper Account Number FOR CASH AND THORISATION NUMBER Fagured for trace arounds of \$200 and over You must outring an ITT from for transactions of \$3,000 and over	Please mail charge within 14 days to: cated Bag 151, Buddina OLD 4575 1800 675 092

Amounts up to \$200 are guaranteed by Empire Trade. Authorisation is not required. Phone this number for authorisation of amounts o \$T200 and over

Please note that original cheques must be received at Empire Trade Head Office within 14 days of purchase to prevent transactions being reversed.

Any transactions of \$3000 and over must be authorised 24 hours prior to the transaction taking place by completing an ITT form and paying cash fees in advance.

Multiple Sales Voucher

E M P	Multiple Sale Voucher
Buyer	
Buyer Account	
Script Value	Empire Trade
Seller/Issuer	
Seller Account #	
Seller Signature	
Date of Issue	

Date	Product	Amount	Balance	Inti
4				
-	4			
3				
1				
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What does it cost?

ONLY \$372.00 (plus tax) one off membership fee

- ✓ no annual renewals
- ✓ a small \$12 (plus tax) monthly administration charge
- ✓ fee free when you receive trade credits
- √ fee free on any cash component of a purchase

ONLY 5% (plus tax) when you spend your trade credits on goods and services. There is an additional 1% (plus tax) charged on international transactions.

ONLY 6% (plus tax) when you spend on property / contractual purchases

ONLY \$T48 per year contribution to Bad Debt Reserve Fund

What are the benefits?

- **✓** ADDITIONAL BUSINESS
- **✓** CONSERVES CASH
- **✓** COST EFFECTIVE
- **✓** PROMOTES YOUR BUSINESS
- **✓** FLEXIBILITY OF TRADE COMPONENT
- **✓** IMPROVEMENT IN LIFESTYLE
- ✓ OPPORTUNITY TO BUY AND SELL REAL ESTATE

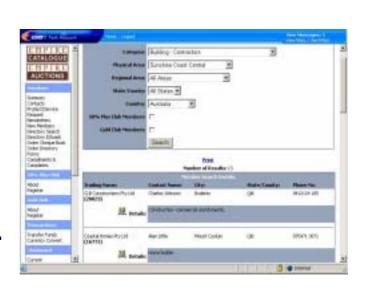




We will promote, market, and advertise your business to our ever expanding membership base locally nationally and internationally through our hard copy mail-outs, newsletters, and directories...



and also online 24 hours per day through the live membership directory on our interactive website.







As promised I have shown you how to increase your cash flow, client base and improve profit, do you agree?



Now let me show you some other reasons why your business should be a part of the Empire Trade membership base.





Empire Trade



Trading alternatives for Business... for Lifestyle... for You...

Benefits at a Glance

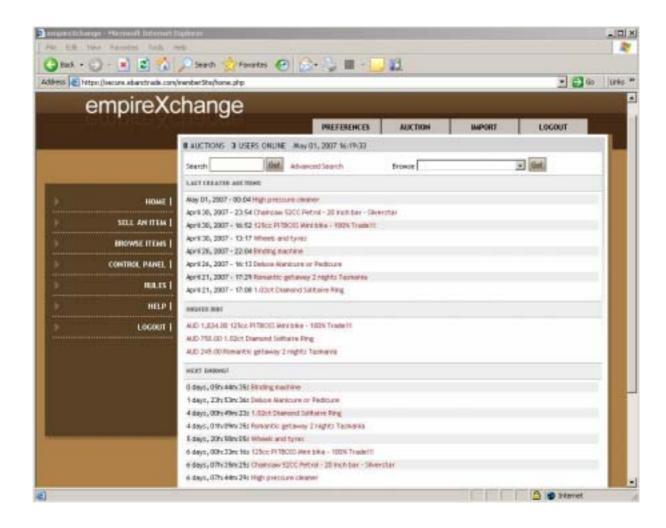
- Members Directory of goods and services available online
- ✓ Internet presence and Buy, Swap and Sell online trading service
- ✓ Trade credit assistance for property purchase
- An established market for your goods and services
- ✓ Online Internet transactions and up to date account information
- ✓ Retail space for display and sale of goods and services
- Free trade nights and promotional events
- No authorisations required for transactions below \$200
- ✓ Immediate online authorisation for up to \$2999 where there are sufficient funds in the purchaser's account
- The percentage of trade component for each transaction is at the members' discretion
- ✓ One off membership fee \$372.00 (plus tax)
- ✓ Transaction fee 5% (plus tax) charged on purchases, only when you spend trade credits.
- ✓ Single monthly admin fee of \$12 (plus tax)
- ✓ Promotion in our regular Newsletters and online Bulletins.
- ✓ Subsidised Advertising when the Empire Trade logo is displayed
- Online Classifieds for sale and purchase of goods
- ✓ Dynamic Property Division within our membership base offering professional advice in the establishment of property portfolios (Currently in Australia, opening soon in the US)

Empire Trade – Right Price, Trade Component Negotiable





Empire Barter Solutions











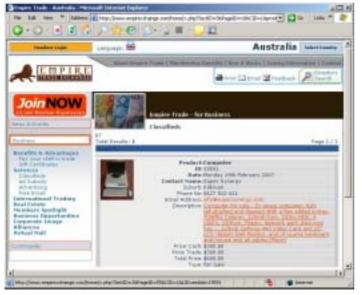
Advertising Subsidy

Empire Trade is happy to assist members with their advertising costs when they meet certain requirements.

Include the authorized Empire Trade advertising artwork in your print, yellow pages, television, cinema, radio or web page advertising, and we will give you a trade credit rebate of up to 25% of the cost of advertising to say thank you for promoting us along side your business.

The approved amount of subsidy will not be greater than an amount equal to 50% of the last 12 months trade dollar turnover of the member applying for the subsidy. New members will be assessed individually. Conditions apply.





Free Classifieds

Sell business or personal items on our online classifieds at no charge when the item is under \$375.

Your entry will reach all our members around the world giving you a greater opportunity to increase income.





REAL ESTATE



Dreams Can Come True With Empire Trade

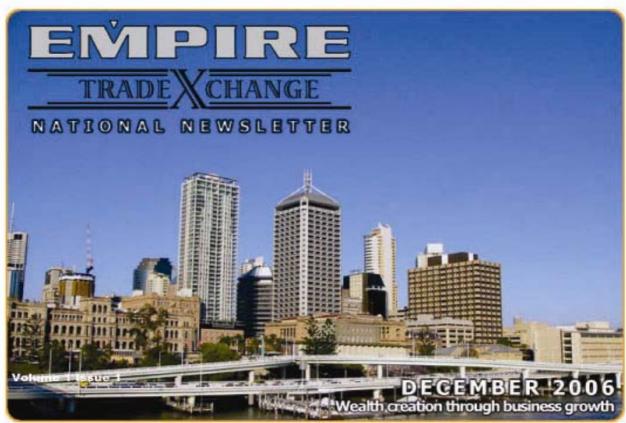
Empire Trade Dollars



By utilising your trade income in a property purchase you can effectively reduce your mortgage, gain instant equity, and cash convert your Empire Trade currency.







Empire Trade-Our new Director. . .

Meet our new Director and hear his plans for the future of the exchange

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Empire Trade - Member Specials

Goods and services available from our members around Australia. ...

Pages 4-11

Empire Trade Contacts

Empire Trade Agents around Australia and

...

Page 12

Welcome to our first issue as Empire Trade Exchange. We are keen to prove to you that the changes to your exchange will only see if growing stronger with increased trading, rising membership numbers and greater product availability with larger trade percentages.

We realise this change may have come as a surprise to many of our members. The short notice was not from lack of consideration for our members, after all, without you, there is no exchange. We did not want to say anything until we were 100% sure that the changes were going to take place, and when they did, it was an extremely fast process. We hope you understand.

Our International offices still operate under the E Banc Trade exchange name (Malaysia is E Planet Trade), however our international trading is still as simple as it always was. Our International chequebooks can be used in any country and are available from each country's head office.

Please be assured that all your trade dollars are safe with Empire Trade and until we have our new stationery and cheque books printed, all E Banc Trade cheques will continue to be accepted. New chequebooks will be mailed to you once available.

Please ensure that all future cheques are made out to Empire Trade Exchange. Our new bank account for direct de-

ANZ Bank BSB

014 616

Account number 4932 32389

We all look forward to the exciting future ahead of us and are keen to allay any fears of concerns you may with any queries to info@empireXchange.com.

Merry Christmas from the team a

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Empire Trade Fees

Joining Fee \$372.00

Cash (plus tax)

Goods and Purchase Fee 5% **Services**

Cash (plus tax) of trade component on purchases only

6%

Property and Contractual

Admin Fee (cash fee) \$12(plus tax)

Bad Debt Reserve Contribution (Payable Full Trade)

T\$48 annually



All Transaction fees are fully tax deductible (Membership application fee is deemed to be a one-off capital expense, and as such may not tax deductible)





- Trading name
- Company Tax ID
- Email Address
- Chq/Savings Account Numbers
- Drivers Licence







MONTHLY INVENTORY ANALYSIS - BUSINESS

Advertising		Conference/Travel	
Billboard		Accommodation	
Internet		Fees	
Letter Drops		Flights	
Magazine		Sustenance	
Newspaper		Expense Estimate \$	
Presentations/Displays			
Promotional Items		Vehicle	
Radio		Accessories	
Sign Writing		Detailing	
Sponsorships		Fuel	
Television		Servicing	
Yellow Pages		Smash Repairs	
Expense Estimate \$		Tyres	
•		Expense Estimate \$	
Printing Services	_	Combined Complete	
Business Cards		Contract Services	_
Printed Forms		Airconditioning/Heating	
Stationery		Catering	
Expense Estimate \$		Cleaning	
Consultants		Computing Maintenance	
Financial		Electrical	
Graphic Design		Equipment Hire	
Information Technology		Haulage	
Multimedia		Landscaping	
Market Research	_	Light Fittings	
Public Relations		Painting/Decorating	
Staff Training		Pest Services	
Telecommunications		Plumbing	
Expense Estimate \$		Refrigeration	
		Security	
Professional Services	_	Shop Fitters	
Accountants		Waste Disposal	
Decorators		Expense Estimate \$	
Solicitors Expense Estimate \$			
Expense Estimate \$		Communications	
Office Administration		Internet	
Computing Equipment		Mobile Phones	
Courier Services		Office Telephones	
Equipment Supplies		Expense Estimate \$	
Fitting & Furnishings			
Insurance		Miscellaneous	_
Photocopying Supplies		Donations	
Postage		Community Services	
Secretarial Services			
Stationery/Office Supplies			
Computing Software			
Expense Estimate \$		Expense Estimate \$	
		באףפוופב בפנוווומנפ שַ	





MONTHLY EXPENSE ANALYSIS - PERSONAL

Home		Personal	
Appliances/Repairs		Butchers	
Cleaning Products		Clothing	
Cleaning		Cosmetics	
Decorator Items		Dining Out	
Electrical Goods		Dry Cleaning	
Electrical Repairs		Education	
Fittings		Gifts	
Florist		Groceries	
Furniture		Gym/Equipment	
Gardening		Hair Dressing	
Maintenance		Holidays	
Music/Equipment		Jewelery	
Pest Services		Expense Estimate \$	_
Plumber		P	
Pool Supplies/Maintenance		Miscellaneous	
Soft Furnishings		Driving Lessons	
White Goods		Financial Services	
Expense Estimate \$	_	Hobbies	
		Party Hire/Catering	
Medical		Pet Supplies	
Dentist		Veterinary Services	
Doctor			
Natural Therapies			
Pharmacy			
Sports Medicine			
Expense Estimate \$	_	Evnance Estimate &	Ц
P		Expense Estimate \$	
	ANALVO	C CLIMMA DV	
	ANALYSI	S SUMMARY	

ANALYSIS SUMMARY			
Total Expenses – Business	\$		
Total Expenses – Personal	\$		
Total Monthly Expenses	\$		
Total Annual Expenses	\$		

You can assist Empire Trade to better service your business by completing this Expense Analysis form. By seeking out new member businesses that can meet your requirements, Empire Trade can assist you to conserve cash, sell your excess inventory and improve cash flow.





REAL ESTATE OPPORTUNITIES

OLYMPUS Realty (ABN 53 100 260 955) is a very successful Empire Trade member in Australia. Property contracts totalling ninety-two million dollars were generated over the first twelve months and the volume of sales increases weekly. Clients include some of the largest development companies in Australia. They have benefited from pre-sales, achieved by listing their real estate with Olympus Realty, gaining exposure to Empire Trade's full membership listing and to the general public via mailing lists supported by the online Real Estate listings on Empire Trade's web facility.

There is no reason why this success will not be replicated through Empire Trade USA.

Trade facilities are available to US members on five-year terms, attracting a once off 6% cash fee (plus tax) over this period. Our easy access facilities ensure everyone interested in investing in property is treated equitably, with respect and efficiency. Empire Trade's mission in this area is to provide a clear avenue for investors from all walks of life to avail themselves of the opportunity to invest in a vast range of properties, from small holiday homes to multistorey commercial buildings.

If you have property you wish to sell, a 30% or 40% trade component will ensure a quick sale. Your marketing and advertising costs will be NIL simply by listing your real estate with an Empire Trade component. In fact, this property facility is so successful that investors have sourced their own properties then promoted Empire Trade's special services to the vendor.

By arranging 30% to 40% of the capital outlay through the Empire Trade system, cash financiers are given greater scope to source the cash balance required to close the transaction. By accessing "on the spot" special facility approval, prospective investors are able to make instant decisions, sure in the knowledge that finance will be forthcoming.







Insert Olympus Realty Property Listings

Double Sided Directory Cover

Double Sided Directory Cover

Insert Current Empire Trader Newsletter





FEES EXPLAINED

Goods and Services Purchase Fee: cash 5% (plus tax) on the goods and services.

Real Estate/Contractual Transaction Fee: cash 6% (plus tax) on the trade portion of property transaction.

Monthly Administration Fee: \$12 (plus tax) is debited to the account monthly.

Optional Stationery Fee: A cash fee of \$4 (plus tax) payable monthly, unless Empire Trade receives notification that the member will obtain their statement of account and updated Empire Trade Membership Directory via online facilities.

Bad Debt Reserve Contribution: A trade fee of \$48 is debited annually to fund bad debts of ETX credits incurred by members to the exchange.

Facility Administration Fee: A cash fee of 1% (plus tax) is charged for the establishment of goods and services facilities of \$T 20,000 and above.

International Transaction Fee: An additional 1% (plus tax) cash fee will be payable to ETX Administration Pty Ltd on the Trade component of all international transactions. This fee covers costs and charges associated with an international transaction and is collected by the National Agent on behalf of the Administrator.

Authorisation Requirements

Amounts up to 200 Empire Trade credits DO NOT require an authorization from head office. Multiple transactions between the same Seller and Buyer within a 48 hour period must be authorised if their sum total is 200 Empire Trade credits and above.

Transaction amounts of 200 Empire Trade credits and above must be authorised by Head Office. Contact (877) 365-7143 for this authorisation. Payment will not be guaranteed without an authorisation number. Cheques must be mailed to Head Office with the authorisation number written in the space provided before funds are cleared to the seller's account.

The Intention to Trade (ITT) form must be completed and lodged in advance where a single transaction is 3000 Empire Trade credits and above. Multiple transactions between the same Seller and Buyer within a 72 hour period will require the completion of an ITT form if their sum total is 3000 Empire Trade credits and above.

Authorisation for transactions of 3000 Empire Trade credits and above is dependent upon the ITT being approved in advance by Head Office.





A Message from the Directors of the International Exchange

Empire Trade provides trading alternatives for business and lifestyle, through a community and membership based organisation, using Empire Trade credits as the medium of exchange. Through the promotion and support offered to member businesses, Empire Trade fosters commercial growth, within the community, and provides an avenue of support for community organizations, charities, and sporting sponsorships.

Chris Sun & Peter Barnes

Mission Statement

Our mission is to facilitate the exchange of goods and services between businesses in an environment conducive to fair and equitable trading, to create a feeling of wellbeing over and above the member's expectation.

Guiding Principles

- Our prosperity parallels that of our community, locally, nationally and internationally
- We Endeavour to create a feeling of wellbeing over and above the expectation of members, agents and staff
- Members are most important to continued growth, as are agents and staff
- New ideas are valued as we continually strive to improve the business formula
- Dare to be different think and work faster, smarter and with less.
- One thing that can be promised is change it inspires innovation
- Communication engenders trust and loyalty ring back





Do you know someone who would be interested in this amazing trade opportunity?

When you refer a business and they sign up, provided you are the first person to refer them, you will receive \$T50 as a special thank you from Empire Trade.

Your referral will assist the expansion of the Empire Trade client base which will enable you to draw extra business from the exposure to a much broader membership.

Your referrals could earn you money. Complete the section below and lorward to the				
attention of:	fax no:			
Business	Contact Name	Ph		
Business	Contact Name	Ph		
Business	Contact Name	Ph		
Business	Contact Name	Ph		
Business	Contact Name	Ph		
Business	Contact Name	Ph		
Business	Contact Name	Ph		
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Business	Contact Name	Ph		
Business	Contact Name	Ph		
Business	Contact Name	Ph		
Business	Contact Name	Ph		
Business	Contact Name	Ph		
Referred by	Business Name	Date		





NATIONAL TRADING RULES

Empire Trade USA (as USA National Agent for ETX International) is hereafter referred to as the National Agent.

These trading terms are to be read in conjunction with the ETX International Trading Rules and form part of the conditions of membership of the Exchange specifically in the USA.

Fees and Charges

Trade Credits will be referred to as an ETX Credit or Trade dollar. The use of the \$ (official designation for the American dollar) will be deemed to accurately represent the value in American dollars for the purpose of taxation and value of trade transaction. T\$ represents Empire Trade dollars or ETX Credits. All values are in American dollars only. Fees and charges are non refundable.

Compulsory Fees

♦ Membership Fee

A one off fee of \$372 cash (plus Tax) is payable to the National Agent on joining Empire Trade and must accompany the Application for Membership. Payment can be made by cash, cheque or credit card.

♦ Goods and Services Purchase Fee

A cash fee equal to 5% (plus Tax) of the Empire Trade dollar portion of any purchase transaction on goods and services is payable to the National Agent. For amounts up to and including T\$2999, this is payable within 7 days of the completion of the transaction in whole or in part. All transactions of T\$3000 and above require the submission of an Intention to Trade (ITT) Agreement (see below) and payment of fees in cleared funds at least 24 hours prior to finalisation of the transaction.

♦ Real Estate /Contractual Purchase Fee

A cash transaction fee equal to 6% (plus Tax) of the T\$ portion of any Real Estate or contractual transaction is payable to the National Agent on or before settlement.

♦ Administration Fee

A monthly cash fee of \$12 (plus Tax) per membership account is payable to the National Agent.

♦ Bad Debt Reserve Contribution

A Bad Debt Reserve contribution of forty-eight trade dollars (T\$ 48) per annum will be deducted from a trading member's account to fund bad debts in Trade Credits within the Exchange.

Incurred Fees

◆ Stationery Fee

A cash fee of \$4 (plus Tax) will be payable monthly to the National Agent unless the National Agent receives notification that the member will obtain their statement of account and updated Empire Trade Membership Directory via online facilities. Provision is made for members to access this information free of charge via online computers available for member use in Empire Trade offices.

♦ Goods and Services Facility Administration Fee

A 1% (plus Tax) facility administration cash fee will be payable to the National Agent for a goods and services Facility Application for T\$20,000 and over. The approved facility amount will not be deposited to the member's account until cleared funds in payment of the Facility Administration Fee are received by the National Agent.

♦ International Transaction Fee

An additional 1% (plus Tax) cash fee will be payable to ETX Administration Pty Ltd on the Trade component of all international transactions. This fee covers costs and charges associated with an international transaction and is collected by the National Agent on behalf of the Administrator.

Authorization Requirements

- Transaction amounts up to T\$200 **DO NOT** require an authorization from the National Agent. Multiple transactions between the same Seller and Buyer within a 48 hour period must be authorized if their sum total is T\$200 or above.
- Transaction amounts of T\$200 or above must be authorized by the National Agent. Payment will not be guaranteed without an authorization number. Checks must be mailed within 7 days to the National Agent with the authorization number written in the space provided.





- Completed checks are valid for 12 months only from date of issue, provided that the buyer's account is still current. Checks received more than 14 days from date of issue will not be honored if the buyer's account is closed.
- The Intention to Trade (ITT) form must be completed and lodged with the National Agent in advance where a single transaction is T\$3000 or above. Multiple transactions between the same Seller and Buyer within a 72 hour period will require the completion of an ITT form if their sum total is T\$3000 or above.
- Authorization for transactions of T\$3000 dollars or above is dependent upon the ITT being approved by, and the transaction fees paid in advance to, the National Agent.

How to Trade

When contacting other members with the intention to trade, etiquette requires that you identify yourself as an Empire Trade member and agree to the trade percentage prior to purchase. Once you negotiate your purchase with another Empire Trade member you have the option to complete the transaction either online via the Internet, or via your Empire Trade cheque book.

Your online trade account operates similarly to your online regular bank facility. Access your account by selecting Members' Login from the Empire Trade homepage on the web at http://www.empireXchange.com. Transactions below T\$3000 can be completed immediately online. The Buyer simply selects "Buy" under the "Transactions" heading, completes the requested information (both Buyer and Seller details), and notes the transaction authorization number issued on the screen. This is your record that the transaction has taken place and guarantees transfer of the funds from the Buyer's account to the Seller's account. The Seller is also given this number as a record of their transaction. Online members can view their statement of account and transaction history at any time from this Members' Login site. Computers are made available at Empire Trade offices for members to access their account details and current membership directory. This service is free of charge.

Your Empire Trade cheque book operates in a similar way to your regular bank cheque account.

As a Buyer, simply complete your cheque slip with the required information, and exchange it for the goods or services you have purchased. Ensure you have enough funds in your Empire Trade account to cover this purchase. You will be required to pay to the National Agent an amount in cash equal to 5% (plus Tax) of the T\$ component of the purchase of the goods or services within 7 days of the transaction.

As the Seller, you will need to have the transaction authorized when it is T\$200 or above. Simply call your National Head Office for an authorization number which must be included on the Buyer's cheque slip. Confirm all the details have been completed correctly on the cheque slip before completion of the transaction. This cheque slip must be mailed or delivered to the National Agent within 7 days of the transaction. The trade dollar amount is then credited to your account.

Trading Internationally

Members who are traveling overseas to countries where Empire Trade is established can contact their National Head Office to request a special International Empire Trade Cheque Book. For each cheque slip issued, the member must have \$200 in credit in their account, and a direct debit authority must be established for the automatic payment of international transaction fees, or these fees can be prepaid. Regardless of which country the member travels to, they simply complete each cheque slip in the currency of the country where they are purchasing, remembering to include the currency symbol, and gives the cheque to the seller, as they would in their home country.

The Seller is responsible for obtaining any authorization required under their National Trading Rules.

Checks must be forwarded to the national head office within 14 days of receipt. At the time of processing, the exchange rate is drawn from a reputable, live currency site. In order to minimize the impact of fluctuations in the exchange rate, international checks are valid for 3 months only from the date of issue. Where checks are received after the 14 day period, any loss due to a variation in the exchange rate may be carried by the seller.

Full details of the international transaction are displayed on the member's statement of account which can be viewed online.





International Trading Rules

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PREAMBLE

These Rules establish the world's first truly international trade exchange enabling trade amongst Traders on national and international platforms

The PARTIES participating in the barter exchange ETX INTERNATIONAL (called herein "E Banc Trade", "Empire Trade", "E Planet Trade", "the Trade Exchange" OR "the Exchange") are:-

ETX International Inc (Number 25171 Vanuatu) (called "the **Exchange Company**") which does not trade, but houses the Traders' transaction records

ETX Management Inc (Number 31162 Vanuatu) (called "the Manager") and its Delegates which manage the Trade Exchange

Trading members of the Trade Exchange who agree to be bound by these Rules and the Constitution of the Exchange Company and who trade with other trading members within the Trade Exchange nationally or internationally (called "Traders" or "Buyers" and "Sellers")

INTENT OF PARTIES

- These Rules are deemed to include the National Rules for each country which are drafted in the language of the country and will include the fees applicable to
- 2.2 The Parties intend that these Rules shall constitute a contract initially between the Exchange Company and the Manager establishing the Trade Exchange and then as each Trader joins, shall constitute a contract between the Exchange Company, the Manager and each Trader and as between the Traders, and that
- their mutual promises and obligations shall constitute valid consideration at law. The Parties intend that these Rules shall establish a trade exchange facilitating reciprocal trade amongst the Traders nationally and internationally and shall govern the management and operation of the Trade Exchange.
- The Exchange Company and the Manager agree to be legally bound by these Rules upon signing the original and each Trader agrees to be legally bound by these Rules upon signing the membership application form.

MANAGER'S ROLE

- 3.1 The Manager is hereby appointed as the Manager of the Exchange on a continuing basis.
- The Manager may participate as a Trader.
 The Manager may provide, or provide access to additional goods and services to members of the exchange (including but not limited to) essential goods and services offered by the Exchange, or another party through membership of the Trade Clubs
- The Manager may provide or provide access to services and related goods at a nominated trade percentage to members of the exchange through independent companies.
 The Manager is obligated to manage the efficiency, administration, development
- and profitable operation of the Exchange.

 If the Manager is placed in Administration, Receivership or Liquidation, the
- Exchange Company may appoint a replacement Manager

MANAGER'S DELEGATES

- **4.1** The Manager may appoint an Administrator and may delegate any of its powers and obligations set out herein to the Administrator.
- 4.2 The Administrator may be located in any country.
- 4.3 The Administrator may in turn delegate any of its powers and obligations to National Agents to manage the Exchange within a country in that country's
- The National Agents may in turn delegate any of their powers and obligations to Regional Agents to manage the Exchange within a region in a country.

 4.5 The Administrator, the National and Regional Agents are referred to in these
- rules as the "Delegates". The term "Manager" in these rules includes the Delegates where applicable.
- 4.6 In these rules where an obligation is imposed on the Manager, this may be carried out by one of the Delegates, subject to the agreements entered into
- 4.7 The Delegates may participate as Traders
- 4.8 The Manager may remove or replace an Administrator.

4.9 The Administrator may remove or replace National Agents and National Agents may remove or replace Regional Agents, subject to the agreements entered into

APPLICATION FOR MEMBERSHIP

- In order to join the Trade Exchange, an applicant shall complete a Membership Application Form and tender the membership fee. The Regional Agents and National Agents shall decide in the first instance whether to accept the applicant as a Trader, but the Manager shall have the final decision to accept or reject an applicant.
- By signing the Membership Application Form, the Trader acknowledges having read and understood these Rules and agrees to be bound by them.
- A Trader shall continue as a member until the membership is terminated or suspended or the Trader resigns in accordance with paragraph 16.

6 NATURE OF TRADE CREDITS

- ETX Credits are notional accounting units. They are known as Trade Credits or by the name of the currency of the country of operation, i.e. Australia: Trade Dollars. UK: Trade Pounds, Europe: Trade Euros, etc. They are not legal tender and can only be exchanged within the membership of the Exchange for real and personal property and services supplied by other Traders
- The Manager records the issue and repayment of Trade Credits in the Traders' Trade Accounts with the Exchange. Trade Credits are not redeemable in cash, in part or in whole; nor can they be sold or exchanged in part or in whole for cash.
- For the purposes of trading within the Exchange and for the purposes of the laws of each country of operation, one Trade Credit is equivalent to one whole unit of currency of the country of operation.

7 **TRADING**

Traders may agree to sell real or personal property or provide services to other Traders in exchange for Trade Credits, either through a business or

8 RECORDING OF TRANSACTIONS

- establish in the books of the Exchange sections for each National Agency where Trade Accounts are recorded in the Traders' names in their national currency;
- establish a Trade Account in the books of the Exchange for each
- faithfully and honestly record the issue and repayment of Trade Credits in each Trader's Trade Account in the Exchange when required by these Rules to do so;
- communicate regularly with Traders as to the balance in their Trade Account and send monthly accounts for any cash fees owing;
- organize and manage the affairs of the Exchange so as to fairly protect the rights and enforce the obligations of Traders;
- market the Exchange to maximize trading opportunities for Traders and maximize the value of the Trade Credits;
- publish directories of Traders:
- make all reasonable efforts to join new members;
- make all reasonable efforts to organize Licensed Real Estate Agents to assist Traders in buying or selling real property.

TRADER'S OBLIGATIONS

- 9.1 The Trader agrees to comply with these Rules and the applicable National Rules.
- The Trader agrees to deal honestly and fairly with other Traders.

 The Trader agrees to charge the same prices as for cash sales for real or personal property or services paid for in whole or in part with Trade Credits. It shall be at the absolute discretion of the Trader as to what percentage of each sale is comprised of Trade Credits and what is cash or other
- consideration.

 The Trader agrees to pay the Manager the Fees set out in the National Rules as varied pursuant to these Rules or the National Rules.

 The Trader agrees not to offer or advertise any Trade Credits for sale in
- consideration for payment in cash or other currencies.
 The Trader agrees to comply with the Privacy Policy displayed on the
- Exchange's web site.
 The Trader agrees not to suspend trading within the Exchange without the
- written permission of the Manager when the Trader owes the Exchange Trade Credits or Fees The Manager its Delegates and the Traders shall be responsible for keeping books and records of Trade Credit transactions to satisfy the requirements of all relevant legislation of the country of operation. 9.8

10 CONFIDENTIAL TRANSACTIONS

Details of each Trader's Trade Account shall remain confidential as between the Manager its Delegates and the Trader, unless a Trader provides the Manager or Delegate with written waiver of this confidence.

TRADER TRANSACTIONS

The Manager shall issue Traders with a Trade cheque book which operates in a similar way to a regular bank cheque book. A Buyer completes a cheque with the required information, and exchanges it for the property or services





- purchased from the Seller. Buyers must ensure they have enough funds in their Trade account to cover all purchases.
- their Trade account to cover all purchases.

 The Manager shall from time to time specify an amount below which authorizations shall not be required ("the Authorization Minimum").

 Transactions under this amount are guaranteed by the Exchange and DO NOT require an authorization from the Manager.

 Multiple transactions between the same Seller and Buyer within a 48 hour 11.2
- 11.3 period must be authorized if the sum of any two or more of them exceed the Authorization Minimum.
- Checks for amounts above the Authorization Minimum must be authorized by the Manager in order to ensure clearance. Only authorized checks will be guaranteed by the Manager. Checks must be mailed to the Manager with the authorization number written in the space provided.
- 11.5 The Manager shall from time to time specify an amount above which Traders are required to obtain clearance in advance of trading (called the "Intention to
- Trade" amount or "ITT amount").

 When Traders intend to trade above the ITT amount they must complete the ITT form and lodge it with the Manager in advance where a single transaction exceeds the ITT amount or where the sum of any two or more transactions to be entered into over a 72 hour period between the same Traders will exceed
- The Seller shall submit the cheque with the authorization details endorsed on 11.7 it to the Manager within 7 days of the authorization and the Manager shall record the transaction details in the Seller's and Buyer's Trade Accounts.

- INTERNATIONAL TRANSACTIONS
 Buyers may use their Trade Credits in one currency to negotiate the purchase of real and personal property and services from Sellers in the Seller's currency. This is an "International Transaction".
- In the books of each National Agency, the Manager shall establish an account styled "Currency Account" in the Administrator's name. 12.2
- The Buyer may obtain an International Cheque from the Manager and present 12.3 it to the Seller in the Seller's currency.

 The Seller shall obtain authorisation from the Manager in the usual way. The
- 12.4
- The Manager will only issue International Cheques where the Trader has Trade Credits equivalent to the amount specified in the applicable National Rules and has a direct debit authority in place, or pays the transaction fees in 12.5
- Authorizations are not necessary for International Checks for less than the 12.6 amount specified in the applicable National Rules and the Manager will guarantee their clearance, but at the Exchange Rate applicable at the time the Manager records the transaction.
- The Manager shall use its best endeavors to encourage trade in order to balance the Currency Accounts between National Agencies

BAD DEBT RESERVE 13

A Bad Debt Reserve will be funded by the Traders contributing the amount specified in the applicable National Rules. The Fund shall be maintained by the Manager and utilized to fund bad debts in Trade Credits within the Exchange

- 14.1 The Trader agrees to pay the Manager the fees set out in the applicable National Rules in consideration for the Manager's obligations set out in these
- A cash transaction fee being the percentage as set out in the applicable 14.2 National Rules of the Trade Credit component in each transaction is payable by the Buyer at the time of authorizing or processing the transaction or as otherwise specified by the Manager.
- The Manager may impose a late payment fee if fees owing are overdue. A stationery fee as specified in the applicable National Rules is payable by
- A stationary tea as specified in the application valuation rotte is payable by each Trader monthly in cash unless the Manager receives notification from the Trader that they will obtain statements of account and an updated Membership Directory via online facilities.

 An International Transaction fee as specified in the applicable National Rules
- 14.5 is payable on the Trade Credit component of all International Transactions
- A membership fee as specified by the Manager for each National Agency is payable on joining.

 The Manager shall be entitled to add or increase any fee at its discretion in the interests of maintaining the viability of the Exchange.

 The Manager may insist fees are paid by direct debit or credit card. 14.7
- 14.8

TRADE FACILITIES 15

- A Trade credit facility may be provided to members upon application. An application fee as specified in the applicable National Rules may be charged 15 1
- by the Manager at the time of application.

 Trade credit facilities not repaid when due will be payable in the cash currency of the country of operation at the expiry of the facility term where 15.2

SUSPENSION AND TERMINATION

- A Trader may terminate their membership by giving written notice to the Manager of the Trader's intention to terminate. The termination shall not be effective until all cash fees amounts owing to the Manager are paid and the 16.1 balance in the Trader's Trade Account is cleared, or in the event it is a Facility, the amount owing is paid back.
- The Manager may suspend or terminate a Trader's membership if the Trader is in breach of these Rules, or has failed to notify the Manager of changes to their circumstances and is not contactable, or the Trader becomes bankrupt, or a judgment is entered against the Trader and it remains unsatisfied for 30 16.2 days, or, if the Trader is a company, is placed in Administration, Receivership or Liquidation, or if the Manager is of the reasonable opinion that the Trader is acting unlawfully or to the detriment of other Traders or the Exchange.
- acting unlawfully or to the detriment or other Traders or the Exchange. Upon suspending the trader's account, the Manager shall forward to the trader a notice to remedy the circumstances complained of and give the Trader seven days to show cause or remedy the circumstances. If the Trader does not show cause or remedy the circumstances complained of to the complete satisfaction of the Manager, the Manager may in its absolute discretion forthwith terminate the Trader's membership.

The Manager may designate conditions on particular accounts in the case of

- While suspended, a trader may earn trade credits, however the trader agrees that until the circumstances have been remedied and the trading account
- reinstated to active, they will refrain from spending trade credits.

 Upon terminating the Trader's membership, the Manager shall forward to the Trader a notice of termination. The trader will return any unused Trade checks, and any membership card to the Manager and will forthwith refrain
- from any trading activity or representation as a Trader. Upon termination of membership for whatever reason, a Trader shall 16.6
 - forthwith pay any cash Fees owing to the Exchange or the Manager,
 - repay any facility amount owing within 30 days, failing which the Trader shall repay same in cash currency of the country of operation forthwith upon demand

- INDEPENDENT CONTRACTORS
 The Trader acknowledges and agrees that the Manager or its Delegates may 17.1 contract with Membership Agents, Trade Brokers and Real Estate Agents etc., to provide services to the Trader. The Trader acknowledges and agrees etc., to provide services to the Trader. The Trader acknowledges and agrees that these persons act as Independent Contractors and not employees or agents of the Manager or Delegates.

 The Trader acknowledges and agrees that the Exchange Company, the Manager, or the Delegates shall not be liable for any misrepresentation or
- 17.2 negligent act of any of these agents or their servants or agents

NO GUARANTEES 18

- NO GUARANTEES
 The Trader acknowledges and agrees that the Exchange Company, the Manager, and the Delegates are not a party to and do not guarantee any transaction as between a Trader and any other Trader, and the Exchange, the Manager, and the Delegates make no warranty or representation in respect of any real or personal property or services sold by one Trader to another and will not be liable in damages to any Trader in respect of any 18.1
- goods or services purchased from another Trader.

 The Trader acknowledges and agrees that the Manager shall use its best endeavors to join new Traders and retain existing Traders and create trading opportunities and procure new goods and services for sale by Traders to other Traders within The Exchange, but shall not be liable under any circumstances for a failure to join new Traders or retain existing Traders or retain existing Traders or result in a desprice for sale by create trading opportunities and procure new goods and services for sale by Traders to other Traders within The Exchange.

VARIATION 19

- 19.1 The Manager may vary these Rules at any time provided that the variation is in the interests of the better management and operation of the Exchange.

 The Manager shall give notice of the variation by posting the changes on
- Exchange's Internet site. The information posted on this site will be considered to be the true and accurate representation of the Rules governing the Trade Exchange. All such variations will be binding on the Traders seven (7) days after posting on the site.
- (/) days after posting on the site. Should any court of competent jurisdiction find a clause or part of these Rules to be unlawful or ineffective at law, these Rules are to be construed and interpreted as if that clause or part had been severed from the remainder but the remainder is to continue in force and effect after such severance unless the Rules as then constituted are not efficacious in regulating the affairs of the parties as adjudged by the relevant court.

20 WIND DOWN

- In the event that The Exchange is to be wound down for any reason whatsoever, the Manager shall allow a trading out period of six months during which all Traders agree to make all reasonable efforts to clear balances and spend Trade Credits by trading with one another (the Trading Out Period).
- Traders agree to pay all cash Fees owing to the Manager by the end of the Trading Out Period.
- Within seven days of the conclusion of the Trading Out Period, each Trader with a Trade Credit Facility shall pay to the Manager on behalf of the Exchange an amount in cash in the currency of the country of operation, being the same amount as the amount outstanding on the Trade Credit 20.3
- The Manager shall take all reasonable steps to recover the cash thus owing on the Trade Credit Facilities and shall within a reasonable time distribute the cash proportionately to the Traders with the credit balances. The Manager shall be entitled to deduct a Wind Down Fee of 10 % of the cash amount to be paid to the Traders.

DISPUTES 21

The Exchange may also at its discretion offer the service of mediation or resolution of disputes between traders involving the use of trade credits.

GENERAL

- 22.1 All parties shall comply with all applicable laws in the country or countries in which they trade. The laws of the country in which the Trader is resident or is trading shall apply to any dispute arising out of these Rules or any National Rules
- 22.2 The parties agree that the laws of the country where the relevant contract was entered into shall apply.
- In these Rules, "written" shall include communication by posted letter, facsimile or email or online bulletin board or any similar electronic communications system and the parties may communicate through any of those mediums.
- 22.4 The Exchange may at its discretion offer the service of promoting the sale of Traders' goods and services on such terms as may be negotiated