

## AGRI- BARTER TERMS AND CONDITIONS

**Foodline & Co. LLC** (hereafter referred to as Foodline) is a trading company that also acts as a broker and third-party record keeper of **FOODLINE EXCHANGE** ® or **AGRI-BARTER** ® trade platform transactions among its members, who are business owners and professionals who contract with Foodline to organize and facilitate the trade of their goods with each other. The member agrees and understands that Foodline is a service organization whose purpose is to direct members to each other for trading.

1. **GOOD STANDING:** A member in good standing is one who conducts trade in accordance with these Terms & Conditions, and has a valid member account. Only members in good standing are entitled to the services of Foodline.
2. **COURTESY:** Member agrees to treat fellow trade Members in the same manner, with the same professionalism, and with the same priority which Member treats all other customers.
3. **VOLUNTARY:** Trade transactions between Members are conducted on a voluntary basis. Any trade transaction disputes over the goods purchased or sold shall be between only the buyer and the seller and shall be settled by those parties themselves. Foodline assumes no responsibility for the quality, timely delivery, warranty or dispute of any nature between members with regard to any products or services being traded.
4. **TRANSACTIONS:** All trades with other Foodline members must be done through Foodline Agri-Barter platform. Transactions involving Foodline with members are commissionable. Foodline reserves the right to charge fees on all purchases and sales not limited to those purchases or sales that include a cash/trade component.
5. **INDEMNIFY:** Member agrees to indemnify and hold harmless Foodline, its agents, officers, directors and employees, for any loss incurred by Foodline which is caused by an act of omission of Members including but not limited to legal fees, court costs, and litigation expenses, paid or incurred as a result of Foodline relationship with the member as well as "collections costs" and litigation expenses related to the neglect or refusal of the member to comply with the Application and/or Foodline Terms & Conditions (current or as amended or supplemented.)
6. **PURCHASE AUTHORIZATION:** Upon making a purchase, the purchasing member shall use the Foodline website Agri-Barter platform function to process a transaction. Any transaction can also be done over email via a Foodline trade broker as approved by the Foodline member.
7. **CANCEL MEMBERSHIP:** A Member may cancel his/her membership by providing Foodline with thirty (30) days written notice & making full payment in cash for all service fees and the dues charged by Foodline.
8. **WARRANTIES:** Foodline is not responsible if a Member cannot find specific products or services to buy from the Members. Foodline is not responsible for the quality, timely delivery, warranties, or other problems which arise with the respect to goods traded by Members of Foodline. Foodline makes no representations or warranties, either expressed or implied, and disclaims all liability as to the fitness, quality, delivery, date, merchantability, prices, or any term of any trade transaction.
9. **DILIGENCE:** Members should exercise the same diligence in entering into trade transactions as they exercise in entering business transactions for cash.
10. **COMMITMENTS:** Foodline is responsible only for commitments made in writing by a duly authorized officer of Foodline, and not for verbal or written commitments made by account executives, trade brokers, or other representatives of Foodline. Member agrees that their business is not engaged in any other retail barter exchange and will not engage as a Member in any other Barter Exchange or similar entity to compete with Foodline. Member agrees to barter with all Members exclusively that are Members of Foodline.

**11. TERMINATION:** If a Member violates any term of the Membership Agreement or Terms & Conditions now or hereafter in effect, Foodline may immediately terminate the Member's account in accordance with these Terms & Conditions or may freeze all activity in the account without notice until such time as Foodline, in its sole discretion, reinstate the Member or decides to terminate the Member's account. Upon termination of a Member's account, if a member has a negative trade balance (i.e. purchases exceed sales), Member shall trade acceptable products to eliminate the negative balance within thirty (30) days of the termination date or after the thirty (30) day period immediately pay to other parties any remaining balance of the trade deficit in cash. Member may not assign this Agreement without the written consent of Foodline.

**12. COURT:** Member agrees and consents venue for any legal actions arising out of Member's participation in Foodline shall be proper in a court of Switzerland and the prevailing party shall be responsible for all reasonable legal fees and court costs.

**13. PROMOTION:** Foodline may use, free of charge, the name, address, and logo of any member in the Foodline advertising and promotion, unless otherwise stipulated in writing by Foodline members. Memberships of Foodline may not be transferred or sold or assigned in any fashion without prior written approval from Foodline.

#### **14. FOODLINE'S ROLE**

Foodline has established the Exchange (Agri-Barter and Countertrade) to allow Members to trade amongst each other on a non-cash basis. Foodline's role is that of a facilitator. The parties to any Transaction made through the Exchange are entirely responsible for that sale or supply and Foodline has no liability to either party in relation to that Transaction.

Any disputes in relation to a Transaction are to be resolved between the parties to that Transaction. Foodline has no responsibility in relation to any such dispute.

Foodline is a Member and can enter into Transactions as a principal. Where Foodline sells goods through the Exchange it does so on the basis that it makes no warranty regarding those goods, except that it owns them. Foodline excludes any warranties implied by law in respect of any such sale.

#### **15. COMMITMENTS BY FOODLINE**

Foodline agrees to use its best endeavors to:

- (a) encourage a wide range of businesses to become Members;
- (b) operate the Exchange in accordance with good industry practice;
- (c) respond to queries from Members in a timely manner;
- (d) authorize (or decline, where appropriate) Transactions between Members on a real-time basis;
- (e) maintain an accurate and up-to-date database of Members which can be accessed by Members during normal business hours.
- (f) Foodline agrees to act in good faith towards each Member.

#### **16. CHARGES**

The obligation of the offeror is to pay the Foodline commission in the amount of 3% of the value of the entire transaction. Foodline reserves the right to estimate the value of the transaction based on the market value of the goods and to provide an invoice that must be paid within 7 (seven) business days of the transaction closed. The commission must be paid whether the transaction is executed or not, the contract is executed or not because Foodline has no control over the further course of the transaction and are not responsible for its execution or any damage that may occur.

## **17. OBLIGATIONS OF MEMBERS**

Each Member agrees: to pay the charges due to Foodline in accordance with clause 16 by the due date for payment; to act in good faith towards Foodline and each other Member;

- (a) not do anything which is likely to diminish the good name or goodwill of Foodline or the Exchange;
- (b) to comply with all relevant laws when engaging in Transactions;
- (c) to comply with all relevant taxation obligations (and each Member acknowledges that Foodline has no responsibility to pay any tax on the Member's behalf); and
- (d) not to use the name or any trademark of Foodline, except in a manner approved by Foodline.

## **18. ENTIRE AGREEMENT**

These Terms contain all of the terms relating to each Member's participation in the Exchange.

## **19. WAIVER**

No exercise or failure to exercise or delay in exercising any right or remedy by Foodline will constitute a waiver by Foodline of that or any other right or remedy available to it.

## **20. CONFIDENTIALITY AND PUBLICITY**

Confidentiality: Each Member undertakes to keep these Terms and any information that Member learns about Foodline or its business or the business of any other Member confidential, except that this undertaking will not apply to disclosures made: as required by law or the Foodline Stock Exchange Listing Rules; or in good faith and in proper furtherance of arrangements connected with the Foodline Exchange; or to the Member's professional advisers; or of information already in the public domain.

## **21. PRIVACY**

Foodline will treat information regarding Members in accordance with Foodline's Privacy Policy and, where applicable, in accordance with the Privacy Act.

## **22. SUSPENSION**

Foodline may suspend a Member's ability to engage in Transactions if: the Member has failed to pay any charges or other sum due under these Terms within 10 days of the due date; or Foodline reasonably believes that the Member has breached any of its obligations under these Terms.

Any suspension will be lifted when all arrears are paid. Any suspension will be lifted when Foodline is reasonably satisfied that no breach has occurred, or that any breach which did occur has been rectified.

## **23. TERMINATION OF MEMBERSHIP**

Termination on notice: A Member may cease to be a Member by giving 14 working days written notice to Foodline. Foodline may terminate a Member's membership by giving 14 working days' written notice to the Member.

Termination by Foodline on default: Foodline may terminate a Member's membership with immediate effect by giving written notice to the Member: if the Member commits any material breach of these Terms; or if the Member becomes insolvent, or a receiver or manager of any asset of the Member is appointed, or an order made or resolution is passed for the liquidation of the Member.

## **24. ASSIGNMENT**

No Member may assign its rights under these Terms. Foodline may by notice to the Members assign its rights under these Terms.

## 25. NOTICES

Service of notices: Any notice given pursuant to these Terms will be deemed to be validly given if personally delivered, posted, or forwarded by mail transmission to:  
in the case of a notice to Foodline, the address set out below or to such other address as Foodline may advise:

Foodline & Co. LLC  
Tel; +41 (22) 548 05 05  
E-mail: vrzic@foodlineco.com  
www.foodlineco.com

- (a) in the case of a notice to a Member, the address or e-mail address which is listed in Foodline's records as the address or e-mail address of that Member.  
Time of service: Any notice given pursuant to this Agreement will be deemed to be validly given:
- (a) in the case of delivery, when received;
  - (b) in the case of facsimile transmission, when sent provided that the sender has a facsimile confirmation receipt recording successful transmission;
  - (c) in the case of posting, on the second working day following the date of posting; provided that any notice personally delivered or sent by facsimile either after 5 pm on a working day or on any day that is not a working day will be deemed to have been received on the next working day.

Geneve, Octobre 3, 2022