



TRADER PARTICIPATION AGREEMENT

This Participation Agreement (this "Agreement") is between B2B Edge Corp. ("us" or "B2B") and _____ ("you" or the "Participant").

1. Background. B2B owns and operates an electronic system (the "FuelEdge™ System" or the "System") that permits qualified purchasers and sellers in the cash market for bulk market transportation fuels and related products (the "Commodities") to post offers to sell or purchase Commodities, and to accept or make counter-offers to such postings (collectively, "Postings"). The FuelEdge™ System is Internet-based and is accessed through a website (the "Website") via the Internet. The term "Transaction" refers to an offer for the purchase or sale of Commodities that is conducted on the System.

2. Subscribing and Eligibility.

- (a) To use the FuelEdge System you must apply for a unique user id (a "User ID") and password (a "Password") either online or by completing and submitting a Subscriber Application via non-electronic means. Note that some features of the FuelEdge System may only be available to participants who have submitted a Subscriber Application. If your application is approved B2B will issue your User ID and unique Password, and you may begin using the System. B2B reserves the right to disapprove any application in its sole discretion and for any reason. By applying for a User ID or using the FuelEdge System, you agree to be bound by all of the terms and conditions in this Agreement.
- (b) You may permit more than one of your employees (each a "User") to access the System and conduct Transaction using your User ID by submitting a User Registration Form to add new Users or delete existing Users. You agree to advise each of your Users of the terms of this Agreement and to obtain such person's agreement to these terms.
- (c) To be eligible to use the System, You must meet the following criteria and any other criteria B2B indicates on an application form, and you hereby represent and warrant to B2B continuously during the term of this Agreement that:
 - You are a commercial participant in the cash market relating to the Commodities for which you will enter Transactions.
 - You are a producer, end user or marketer for each Commodity for which you will enter Transactions.
 - You regularly sell, purchase, produce, consume, distribute, ship, transport, store or process the Commodities, and during the past twelve months have transacted not less than \$1,000,000 in the aggregate of the Commodities.
 - You are not an individual speculator, commodity pool, passive collective investment vehicle or other non-commercial entity.
 - You have the financial and physical ability to take, or secure customary arrangements for, the physical delivery of each Commodity with respect to which you will enter Transactions.



- You have maintained over the past twelve (12) months working capital equal to at least \$1,000,000, a line of credit of at least \$1,000,000 and/or net worth of at least \$5,000,000.
- You have the right to sell, transfer or trade the Commodity for which you enter into Transactions.

At the request of B2B from time to time, you will promptly deliver such information as is reasonably requested by B2B to verify you meet the above criteria. B2B reserves the right to waive certain criteria requirements if you make available other documentation or information satisfactory to B2B in its sole discretion.

- (d) You continuously represent and warrant during the term of this Agreement that all information (a) you have provided to B2B or its agents in connection with this Agreement and any related application or (b) that you have or will provide in connection with participation in the System, is true and correct to the best of your knowledge. You will notify B2B promptly in the event of any material change with respect to any information so provided or of any corporate action or other event that shall cause you to cease to be in compliance with any representation.

3. System Access. During the term of this Agreement, B2B grants to you the right to access and use the FuelEdge System subject to the conditions set out in this Agreement. You agree that the information made accessible to you through the System is intended for the your sole use and not for redistribution or retransmission in any form outside your company. You will not use the System on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity or act as a broker, or effect transactions on behalf of any other person or entity, unless you have been authorized by B2B. You agree not to (i) modify or make derivative works of the System, or reverse engineer the System except to the extent explicitly permitted by law; (ii) use, or allow the use of, the System in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (iii) introduce into the System any virus or other code or routine intended to disrupt or damage the System or its content, or collect information about the System or its users; or (iv) otherwise act in a fraudulent, malicious or negligent manner when using the System. You will not access or use the System by means of any automated program, expert system, electronic agent or "bot". You shall furnish any computer, networking, telecommunications and other equipment necessary for you to access the Internet and use the System.

4. User ID's and Transactions.

- (a) *Responsibility for User ID.* Each User ID and Password is unique and confidential and is intended for use only by the Participant to whom it is assigned and that Participant's authorized Users. Your User ID and Password uniquely identify you to the System. You are not allowed to disclose your User ID and Password to third parties or permit others to use your Password. You will be held responsible for any use or security breach traceable to your User ID. You agree to notify immediately B2B in the event you have determined, or have reason to believe, that an unauthorized party has gained access to a User ID or a Password, and B2B will then take reasonable efforts to assist you in attempting to cancel any unauthorized Posting that was made.
- (b) *Accuracy of Postings.* You hereby assume sole responsibility and liability for the accuracy and adequacy of information entered on the System using your User ID and Password,



and for all results obtained from your use of the System. You agree to promptly notify B2B in the event any inaccurate, incomplete or incorrect information relating to Participant or a Transaction (i) is communicated to B2B or the System, or (ii) is contained on the System; and, if within your control, you shall immediately withdraw and correct such information.

- (c) *Reliance on Postings.* You hereby authorize B2B and any party claiming through B2B, including users of the System, to rely upon any information and/or instructions set forth in any Posting using your assigned User ID and Password, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. **YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS B2B FROM ANY CLAIM, PROCEEDING, OR DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) BASED UPON ANY USE, MISUSE, OR UNAUTHORIZED USE OF YOUR ASSIGNED USER ID AND PASSWORDS.** You warrant to B2B with respect to each Transaction you conduct using the System, that you have the right to sell, transfer or trade the Commodities offered by you.
- (d) *Confidentiality.* B2B agrees that it shall hold in confidence, all User IDs and Passwords in accordance with its customary procedures for maintaining confidential information. B2B shall not disclose to any other participant on the System the fact that a Transaction Posting was transmitted by or relates to you; provided, however, that in the event of an offer and acceptance between you and another participant regarding a Transaction made through the System, B2B may disclose your identity to such other participant and other relevant information relating thereto without seeking your consent. B2B will be entitled to disclose any information required by law or court order. In addition, B2B shall have the right to use and disclose information involving Transactions, Postings or other information collected by the System as required by law or court order and for any purpose so long as such information is aggregated or encrypted in such a manner that Participant is not identified as the party that transmitted any specific Transaction information.
- (e) *System Errors.* You understand that, in the event of a System malfunction or System error, regardless of the cause thereof, affecting a Transaction or purported Transaction involving Participant, B2B may withdraw a confirmation that was issued with respect to such Transaction or take other corrective action deemed reasonable by B2B under the circumstances, and such withdrawal or other action may have the effect of canceling such confirmation or Transaction. You confirm that you assume all risks for such cases.

5. Obligations of Participant.

- (a) You agree to use the System only for the purpose of making offers, counter-offers and acceptances of purchases and sales of Commodities in customary cash market time frames.
- (b) You shall not use the System to engage in any future transaction (a "contract of sale of a commodity for future delivery"), as defined in and regulated under the Commodity Exchange Act, 7 U.S.C. §§1 et seq. Any such Transactions conducted using the System shall be invalid and void and subject to cancellation by B2B and/or the applicable Trading Partner (as defined herein).
- (c) You shall not use the System or Postings, directly or indirectly, to collateralize any transaction, to subject any transaction to margin or marked-to-market provisions.



- (d) You shall not use the System or Postings to engage in any unlawful activity or transaction.
- (e) You shall not manipulate the price of any Commodity through self-bidding, use of another identity or otherwise or directly or indirectly transact any business on the System with any of your affiliates, including without limitation, accepting or countering any offer made by any of your affiliates.
- (f) You shall be bound by the terms of a Transaction finalized using the System and shall perform the obligations arising in connection with any such Transaction in accordance with the terms and conditions of such Transaction.
- (g) You shall not modify the terms of any Transaction completed with any other user of the System other than as such terms may be modified customarily in cash market transactions, each of which shall be individually negotiated only on a case-by-case basis.
- (h) A buyer shall be obligated to satisfy the creditworthiness requirements of a seller which may include the requirement to post a letter of credit in favor of the seller.
- (i) B2B in its sole discretion may take any action on the System to enforce any of the above obligations or prevent any prohibited transactions or activities from occurring, including removing or altering any Posting.
- (j) YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD B2B HARMLESS AGAINST, ANY LOSSES, CLAIMS, SUITS, OR DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) THAT ARISE FROM YOUR BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT.

6. Transactions.

- (a) All Transactions conducted on the System will be settled directly between you and the other user (a "Trading Partner") in accordance with any separate agreements between you and such Trading Partner. B2B is not directly or indirectly a party to any Transaction posted to, or consummated on, the System. B2B does not take title (even temporarily) to any Commodity offered, solicited, purchased, traded or sold using the System, and B2B is not assuming responsibility for, or otherwise guaranteeing any transaction entered into between you and any Trading Partner. You agree to proceed solely against the applicable Trading Partner to collect or recover any amounts owing to you or to enforce any of your rights in connection with or as a result of Transactions entered into with such Trading Partner through the System, and you hereby irrevocably and unconditionally release B2B from any and all such actions.
- (b) B2B makes no representation or warranty regarding the creditworthiness or any other matter regarding any participant of the System, nor does it represent or warrant that any of the representations and warranties made by you in this Agreement have been made by any other party who may from time to time be admitted as a participant to use the System.

7. Fees and Charges.

- (a) *Fee Schedule.* During the term of this Agreement, you shall pay to B2B all applicable fees set forth in the attached fee schedule (the "Fee Schedule"). Listed fees do not include taxes or duties, and you will be responsible for paying any such amounts. B2B charges a Transaction Fee for each Transaction effected using the System. B2B shall submit periodic invoices to you



setting out all fees owed based on the Fee Schedule. Invoices shall be due and payable on receipt with interest accruing at a rate of 1.5% per month, or the maximum amount allowed by law, whichever is less, on all unpaid balances more than 30 days past due.

- (b) *Fee Changes.* B2B may amend the Fee Schedule at any time in accordance with Section 10, and you shall have the right to terminate this Agreement pursuant thereto. Termination of this Agreement shall not relieve you of your obligation to pay any fees already due.

8. Proprietary Rights. All information and materials supplied by B2B in connection with this Agreement, including the System, together with all modifications, and revisions thereto, and all copyrights, trademarks, patents, trade secret rights and other intellectual and proprietary rights, title and interest relating thereto, shall at all times be and remain the property of B2B, its successors and assigns.

9. Disclaimers and Limitation of Liability.

- (a) B2B disclaims any warranty that any information relating to a Transaction, Posting or any party that is included on the System is true, complete or accurate. All such data and information is provided on an "AS-IS" basis. B2B MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING ANY SUCH INFORMATION, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. Participant acknowledges and agrees to accept the risk that the System, the Website and all information available thereon, from time to time may contain inaccuracies and may be adversely affected by computer viruses or unknown programming difficulties resulting in incorrect information or system malfunctions or shut-downs.
- (b) B2B shall not be liable for any liability, loss, damage, cost or expense caused from error, omission, interruption, deletion, defect, delay in operation or transmission, loss of data, communication or line failure, theft or destruction, unauthorized access to, alteration of or use of the System, or the actions of any other party involving the use of the System. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR, AND WILL INDEMNIFY, DEFEND, AND HOLD B2B HARMLESS AGAINST, ANY LOSSES, CLAIMS, SUITS, OR DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) THAT ARISE FROM REGULATORY COMPLIANCE OR NON-COMPLIANCE RELATED TO TRADING OF THE COMMODITIES OR THE SYSTEM, INCLUDING, BUT NOT LIMITED TO ALL COMMODITIES, FUTURES, SECURITIES, DERIVATIVES, AND OTHER RULES, REGULATIONS, AND STATUTES.
- (c) Participant acknowledges that the Internet is not owned or controlled by any single entity, that the success of transmissions using the Internet is in part dependent on servers and telecommunications facilities outside of B2B's control, and that transmission of data across the public portions of the Internet is inherently insecure and is subject to interception or loss for reasons beyond B2B's control. In no event shall B2B be liable for missing, garbled or misdirected communications over the Internet or for downtime, system speed or slow down of the Website or Internet, or for the inability to access the Website over the Internet.



- (d) B2B does not ordinarily filter, censor, edit or regulate information and content provided by third parties on the Website, including any Postings or information provided in interactive areas. B2B neither endorses nor is responsible for (and under no circumstances shall be liable for) the contents, accuracy or reliability of such content, products or services or such content of any websites linked to the Website.
- (e) In no event shall B2B or its officers, directors, owners, employees, agents or affiliates be liable directly or indirectly to you or any party claiming through you for any special, indirect, incidental or consequential damages, including without limitation, loss of profits, arising out of this Agreement, the use of the System, or the services or goods to be provided hereunder. In addition, recoveries by you or any party claiming through you against B2B or its officers, directors, owners, employees, agents or affiliates, whether based in contract, tort, negligence or otherwise, shall be limited to the lesser of: (i) the amount of actual loss or damage suffered by you; or (ii) the amount of all fees, charges and other amounts actually paid by you to B2B during the 12 month period immediately preceding such loss or damage.

10. Termination. This Agreement shall be in effect from the date you receive a User ID and Password from B2B and shall continue until terminated as provided herein. Either party may terminate this Agreement by giving the other party thirty (30) days written notice. B2B reserves the right at any time, in its sole discretion, for any reason and without prior notice: (i) to change, suspend or discontinue any aspect of the System, including the availability of any feature, database or content, or the support of any Commodities; (ii) to refuse to display or provide access to any information posted by you; (iii) to limit or restrict your access to certain features available on the System; and (iv) to suspend your use of the System, temporarily or permanently.

11. Entire Agreement and Amendments. This Agreement, including all exhibits and schedules hereto, constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to such subject matter. You agree that B2B may change the terms of this Agreement, including the Fee Schedule, as it deems necessary in its business judgment, provided that you are notified that the Agreement has changed via a written notice or a pop-up window when any User next logs in to the System. Participant shall have the right to terminate this Agreement as a result of any such change upon ten (10) days written termination notice. Participant agrees that Participant's continued use of the System after Participant receives such written or pop-up notice as set forth in this section shall constitute Participant's acceptance of and agreement to all new or modified terms.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to the laws that might otherwise govern under principles of conflicts of laws applicable thereto. The parties agree that the federal and state courts located in Cook County, Illinois, shall have exclusive jurisdiction over an action brought to enforce the rights and obligations created in or arising from this Agreement, and each of the parties hereto irrevocably submits to the jurisdiction of such courts. Notwithstanding the above, application may be made by a



party to any court of competent jurisdiction wherever situated for enforcement of any judgment and the entry of whatever orders are necessary for such enforcement.

13. Arbitration. In the event of any disagreement regarding performance under or interpretation of this Agreement (a "Dispute"), and prior to the commencement of any formal proceeding, the parties shall attempt in good faith to reach a negotiated resolution by designating an appropriately authorized representative from each part to resolve the Dispute. If such representatives fail to resolve the Dispute within a reasonable time, or upon the material breach of the Agreement, excluding claims for equitable relief, the matter shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), supplemented by any other rules that the parties shall agree to in writing, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration shall be held in Chicago, Illinois before a single, neutral, mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the AAA Rules for selection of an arbitrator will be followed. The parties shall bear their respective costs incurred in connection with the arbitration procedure, including the administrative costs of the arbitrator and the AAA. The award and decision shall be final and binding on the parties. The Federal Arbitration Act, 9 U.S.C. §§ 1-16 shall apply to the construction, interpretation and enforcement of this arbitration provisions, including any questions relating to the arbitrability of a Dispute.

14. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. General. Investigation by a party shall not act to waive any representations and warranties of the other party. No waiver by either party of any default or breach of any obligation under this Agreement of the other party hereto shall operate as a waiver of any continuing or future default or breach. Sections 4(c), 8, 9, 12, 13, 14 and 15 shall survive termination of this Agreement for any reason. Except as otherwise provided herein, all notices provided under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or by nationally recognized overnight courier, sent by telecopier, or mailed, postage prepaid, to the addresses set forth on the Subscriber Application or provided during online application (if to Participant), or set forth on the Website (if to B2B). Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. Participant shall not assign this Agreement by operation of law or otherwise without the express prior written consent of B2B. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement or imposing any obligations on either party hereto to persons not a party to this Agreement. Neither this Agreement nor the performance hereunder shall be deemed to have created a partnership, agency, joint venture or other business enterprise or relationship between the parties hereto other than that of independent contractor.



IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2000.

[Participant]

B2B Edge, Corp.

By: _____

By: _____

Title:

Title:

Address:

Address: _____ |