



Corporate Barter Solutions

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Trade Membership Agreement

We hereby apply for membership in Corporate Barter Solutions (henceforth "CBS"), and agree to abide by this agreement and the "Trading Policies and Procedures" as they may be amended from time to time. The below Registrant (henceforth "Trader") requests the privilege of trading goods and/or services with other Traders of CBS.

Business Name _____ DBA _____

Business Address _____ City/State/Zip _____

Mailing Address _____ City/State/Zip _____

Phone _____ Fax _____ Cell _____

Corp. _____ Partnership _____ Sole Proprietor _____ LLC _____ Fed ID/SSN _____

Owner/President _____ Title _____ SSN/Federal Taxpayer ID# _____

Email address

Web page address

- 1) One time cash registration fee of \$ _____ Cash.
- 2) _____ Cash Service Fee per Sell Transaction
_____ Cash Service Fee per Buy Transaction
- 3) \$15 cash monthly accounting fee for credit card and ACH payment.
- 4) \$10 trade monthly accounting fee.
- 5) All fees are due upon authorization and billed for convenience.
- 6) All trading privileges will be suspended if not paid within the billing cycle.
- 7) 3% late charge will be assessed on all cash balances not paid within the billing cycle.
- 8) \$35 cash fee will be assessed on all returned checks or declined credit cards not replaced within 7 days.
- 9) This Agreement is personal to the Trader. This agreement may not be assigned, transferred or sold without the prior approval of CBS.

Products or Services to be offered: _____

Conditions & Exclusions: _____

I have read the current "Trading Policies and Procedures and agree to abide by them and the terms of the Agreement as they exist now and as they are amended. I represent and warrant that the product(s) and or services(s) offered can be legally sold by myself and my agents and dealers; and that I have the full power to make this agreement.

Trader's Signature

Date

Trader's Signature

Date

Corporate Barter Solutions Trading Policies and Procedures

Policies and Procedures. The Trade Membership Agreement and Policies and Procedures, a copy of which the Member has received, are incorporated herein and made a part of this agreement. Corporate Barter Solutions will also be referred to as CBS throughout this agreement. Member will also be referred to as Trader throughout these policies.

Nature of the Parties. CBS will act as a third-party record keeper of transactions between Traders, and as a clearinghouse to direct Traders to each other. Trader grants CBS the exclusive right to regulate the exchange and make decisions in its judgment deems necessary.

Nature of the Trade Dollar. Trade dollars shall not be considered as legal tender, a commodity or a security by either CBS or its Traders. Trade credits are not negotiable as cash. For tax purposes, bartering is equivalent to a cash sale and subject to IRS 1099B reporting. It is understood and agreed that Members may not be considered a creditor of CBS or the exchange in relation for a Member's ability or lack thereof to utilize or spend trade dollars in their account. Further, member grants CBS and its officers and directors the authority to regulate and control the amount of outstanding trade dollars in the barter exchange and to borrow and spend trade dollars in accordance with best practices and recommendations established by the National Associations of Trade Exchanges.

Trade Transactions. Trade transactions between Traders are entered into on a voluntary basis. Traders will sell goods and/or services, for trade credit, at its prevailing market prices. Traders will sell the first \$5000 worth of goods and or services, per transaction, for 100% trade at their prevailing price. Trader may collect cash for the difference between the purchase amount and the amount authorized. CBS is due their normal service fee from the seller on any cash collected from a CBS trader, excluding sales tax. All Traders are independent of CBS. CBS bears no responsibility for the quality of products or services, timely delivery, prices or warranties, or any disputes that arise from transactions. CBS shall be held harmless on all transactions. Disputes between Traders will be arbitrated by CBS upon request of either Trader in the dispute. The decision of CBS shall be final in all cases. Upon written request of a Trader, CBS may stop payment of trade funds payable to another Trader for a period of up to 30 days after a particular transaction. CBS will place such funds in an escrow account with the buyer's account remaining debited until the dispute is resolved by CBS.

Trade Authorizations. All transactions must be approved by CBS prior to sale and have a purchase authorization number assigned to each transaction. CBS is not responsible for transactions that have not been authorized. Seller must maintain copies of authorized CBS vouchers to be able to produce upon demand to verify transactions. The seller is responsible for acquiring the purchase authorization for any sale, and securing the buyer's signature on the CBS trade voucher. Seller may alternatively use any paperwork which they use in their normal course of business to verify a transaction.

Monthly Accounting. Trader must notify CBS in writing of any contested charges or discrepancies in monthly statements within ten days of the receipt thereof. Failure to give such timely notification shall constitute a waiver by the Trader of any right to contest the accuracy of the statement.

Suspension and Cancellation of Trading Privileges. CBS reserves the right to cancel membership, to freeze Trader's account without notice, and to terminate a Trader's trading privileges for non-fulfillment of any provisions of the Trade Agreement, or Trading Policies and Procedures. Trader agrees that CBS's discretion in all such matters is final. If a member's fees become 60 days past due, CBS has the right to require fees be paid in advance of spending.

Termination. Membership in CBS may be canceled by a Trader upon written notice of cancellation. Membership shall be canceled when all fees have been paid in full. Trader shall not be entitled to a refund of any fees paid prior to cancellation.

Contact Permission. Member gives CBS permission to send trade offerings and related advertisements via email, fax, USPS on a regular basis.

Cancellation. In the event of a Trader's withdrawal or termination from CBS, all past due and current fees must be paid within 30 days of withdrawal or termination. Members who have stopped selling their product or service permanently fall under this definition. Traders will have 90 days from the date of withdrawal or termination to spend their remaining balance, but only after payment of prepaid service fees

and accounting fees. If fees are not paid within 30 days, Trader's balance shall be forfeited to CBS. After 90 days, Trader may maintain a balance at a cost of \$15.00 cash per month payable in advance. Past due fees will be turned over for collection after 90 days. Traders with a negative balance must satisfy their deficit with products or services at their regular prevailing prices for 100% trade within 30 days after their withdrawal or termination. If any sale is refused, the balance immediately becomes due in cash.

Member Insolvency/Bankruptcy. If Member files bankruptcy, Member agrees that CBS shall suspend trading until all cash fees are paid, and may either file a secured claim, terminate the account, or take other legal action without being required to move for relief from stay.

Direct Trades. Trader will not attempt to do a direct trade with another CBS member as long as either trader is a member of CBS. Trader agrees that CBS will charge their normal commission on any direct trade, cash purchase, or trade transaction that is diverted to another barter company if either party is a member of CBS. CBS may also terminate a Traders account or pursue civil liability in the event Trader attempts to do a direct trade with another CBS member.

Trade Dollar Loans. Clients wishing to apply for a loan will be required to submit a loan application, credit agreement, promissory note or equivalent collateral. The applicant must personally guarantee the repayment of such loan. Approval of such loan is at the sole discretion of CBS and CBS is not under any obligation to approve such loan. Any account with a trade deficit will be charged up to 1% per month in trade. While operating under a trade dollar loan, Member must accept all trade sales at 100% trade until such loan has been repaid. Violation of this clause shall make the loan immediately due and payable in cash. Trade dollar loans will not be authorized unless Member is paying their fees with either a credit card or ACH draft.

Member Account Inactivity Charge. Any Member whose account remains inactive with no buying or selling activity for a period of six months will incur an inactivity charge of 1% of their balance or a minimum of \$25 trade.

Trade Requests. All trade requests for travel, goods and services that are fulfilled by CBS but not purchased by the requesting member may be subject at CBS's discretion to a research fee up to the value of the commission if such request was purchased.

Overpricing. All products and services are to be traded at fair market value or everyday selling prices. CBS has the right to investigate claims of overpricing. Violations of overpricing subject the member to immediate termination. CBS with advance documentation from the Member, may allow special pricing for low margin items.

Proprietary Information. Members agree that all Member directories, address lists, email lists, offerings and communications by email, fax, mail or any other form of communication are proprietary to CBS and its members only. Unauthorized distribution to any non-member of CBS or to any competing trade group is a breach of this agreement. Such violation will result in termination of membership in CBS. Further, any use of a CBS membership list by a member for purposes of soliciting sales, donations or contributions of any kind is a breach of this agreement.

Attorneys Fees and Costs. In the event CBS incurs any costs or legal fees to enforce any of the provisions of the Trade Membership Agreement or these Trading Policies and Procedures, the Trader agrees that reasonable costs or legal fees shall be assessed against them.

Disclaimer of Liability. By signing the CBS Trade membership Agreement and Trading Policies and Procedures, Member agrees to participate in the barter exchange; and hold harmless and defend CBS in respect to any claim, debt or liability arising out of any transaction of which the Member is a buyer or seller. This includes, but is not limited to product liability, contractor disputes, malpractice claims, etc. Member acknowledges that all trade transactions are entered into voluntarily.

Modifications of Policies and Procedures. CBS reserves the right, upon 30 days written notice, to modify its terms, policies and procedures, and conditions for trading and accepting new Traders. CBS shall from time to time publish bulletins or directives containing modification or additions to these policies and procedures by which Trader agrees to abide by.

Severability. If any term of the Trade Membership Agreement, or these Policies and Procedures is judged unenforceable it shall not affect the enforceability of the remaining terms.

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