**TN Valley Barter Exchange (TVBE) Trading Policies and Procedures**

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Company Date

The purpose of the following trade rules and procedures is to facilitate trading among clients by promoting a system of good business practices and understanding of the guidelines set forth for all trade exchanges by the International Reciprocal Trade Association (lRTA)

1. Applicant (Client) applies for an account with TVBE, and agrees to abide by all the current trading procedures and policies stated herein, which may be modified from time to time.
2. Each client shall pay TVBE, upon approval a membership fee and annual renewal fee as indicated on the front page. A 5% cash transaction fee on all purchases and sells. Additionally, a monthly administrative charge of $10 Cash and $10 Trade will he billed to the account. All fees are nonrefundable. The amount of subsequent fees is subject to change.
3. Client must give 60 day notice to terminate their membership. All fees, including the initial startup fee, are in payment for services rendered in the processing clients into the exchange system, maintaining records and facilitating the client's use of the exchange. If any barter client violates any part of terms in section 17, TVBE has the right to terminate membership immediately and trade and cash balance are due in the form of cash.
4. Clients wishing to spend trade dollars must call one of the provided numbers or enter the transaction online prior to each purchase. Buyers must identify themselves to the sellers as a TVBE member prior to making arrangements, trade between clients without the knowledge and approval of TVBE is prohibited, and if consummated, is subject to a 10% transaction fee. Clients who violate this provision are subject to immediate termination by TVBE.
5. Buyer must have a valid, signed and current identification card in order to make a purchase. Clients are solely responsible for all charges made on card(s) issued to clients account.
6. Purchase by clients must be limited to the amount of TVBE trade dollars in the Buyer's account. Client's wishing to apply for a loan may submit an application for approval. Clients will he required to compensate TVBE in cash on demand for any deficit amount in their trade dollar account resulting from purchases made without sufficient trade dollar balance or without prior loan arrangements.
7. ALL transaction fees in excess of $1,000.00 must have their commission fees paid prior to delivery.
8. The seller warrants that it has title to such products, free and clear from any lien or encumbrance. Other than set forth

above, products are sold "as is, where is". With respect to any products or services purchased by buyer through TVBE, buyer recognizes that such items are produced and provided by others and not by TVBE or its affiliates. Although TVBE may give referrals as a service to its clients, TVBE is functioning in a brokerage capacity and assumes no responsibility for the quality, timely delivery, warranty or dispute of any nature between clients with regard to any product or service being traded. TVBE makes no warranty either expressed or implied, by operation of law or otherwise as to the merchantability or fitness of a particular purpose of such products or services, and buyer shall look solely to the manufacturer, distributor or retailer of such merchandise for any warranty. Trade transactions are entered into on a voluntary basis between clients. Clients should exercise the same diligence entering into trade transactions as ordinary cash transactions. The client does hereby indemnify and hold TVBE harmless with respect to any claim debt, or liability whatsoever arising out of any trade exchange transaction herein client is buyer or seller.

1. By signing this Agreement, all parties are agreeing that jurisdiction for any and all complaints and/or legal issues shall be in Athens, Limestone County, Alabama.
2. Actual transaction disputes are between the buyer and seller but does not negate the fees as specified in the terms and conditions owed to TVBE.
3. Cash transaction fees are due upon receipt of the monthly TVBE statement. ALL fees will he charged against the client's MasterCard, Visa, Discover or American Express if the fees are not received. TVBE RESERVES THE RIGHT TO SUSPEND ALL TRADING OF CLIENTS WHOSE ACCOUNTS ARE NOT PAID BY THE 25th OF THE MONTH THAT THE STATEMENT WAS RECEIVED. A late payment penalty of 3% / 36% annually + $15 flat monthly late fee will be accessed on the last day of the month if the transaction fees are not paid, and suspension of trading privilege**s** will be in effect until the account is current.
4. Everyone must provide a valid credit card on file and if the credit card fails the client has 10 days from the notification from TVBE to provide a new credit card or clear up the existing issue with the current credit card on file. Until the credit card issue is resolved, the clients account will be suspended.
5. Client's monthly statement will be considered accurate as printed unless TVBE is notified in writing of any discrepancy by the 15th of the month.
6. Clients are advised that transactions involving Trade Dollars are treated as taxable income. Client represents and warrants to TVBE that it will fully report and pay all taxes arising from any transaction in which TVBE is involved, to federal, state or local authorities. In addition, TVBE makes no representation to the client regarding the legal or tax consequences of any transaction. Clients should seek professional tax advice.
7. Trade dollars shall not he considered as legal tender, securities or commodities, by either TVBE or its clients, and may not be redeemed for cash, except as provided in paragraph 20.
8. Client understands that a barter exchange is a limited marketplace and that TVBE cannot fulfill all purchase requests all the time. TVBE provides only those products or services actually available in the exchange system.
9. TVBE may place an account on HOLD or TERMINATE a membership if:
   1. If TVBE has notified the client and client has not refunded acceptably to the complaint.
   2. Client has committed fraud, either toward other clients or TVBE
   3. Client is charging cash and/or not following the terms of the contractual agreement with TVBE.
   4. Client is 90 days past due with outstanding cash fees.
   5. Client is found conducting one on one trades with other members of the exchange.
   6. Client is selling their goods or services to other barter clients at prices in excess of their normal cash price.
10. TVBE will only be responsible for the commitments made in writing by authorized TVBE officers.
11. Clients may request in writing to place their accounts on hold (not trading) status. Approval must be received in writing from TVBE and may be granted under the following conditions:
    1. Client's account must not be in a deficit position.
    2. Client must not be on the suspended trade list.
12. Client may terminate this Agreement after 60 days written notice. Immediately upon termination, all cash and trade dollar fees and commissions outstanding become due and payable and:
    1. If a member has a negative trade balance (i.e., purchases exceed sales), member shall pay the account with trade dollars or acceptable products or services within (30) days of the termination date. After the thirty (30) day period, the client must pay TVBE any remaining negative balance in cash.
    2. If a member has a positive trade account balance, (i.e., sales exceed purchases), member may stay active for ninety (90) days and spend the balance until purchases equal sales by paying TVBE in advance the cash commissions and service fees owing on the positive balance. Failure to spend positive trade balances after termination, and within the ninety (90) day grace period, will result in the member forfeiting all rights to the credit in its trade account. TVBE has no obligation under any circumstances, including termination of trade privileges, to convert a positive trade account to actual cash
    3. In the event any client obligations are referred to an attorney with or without suit, client agrees to pay attorney fees and costs.
13. TVBE from time to time may modify these Policies and Procedures, which are deemed to be in the best interest of the clientele, by which the client agrees to abide. Retention and/or use of TVBE Trade Card constitutes acceptance of this Agreement with all the terms and conditions as a client of TVBE.
14. I/We recognize and grant to TVBE, and to those having ownership interest in TVBE, the right and power to borrow from the exchange and spend within the exchange system. Such borrowing will be sufficiently collateralized by specifically pledging assets of the system pursuant to the guidelines established and imposed by the International Reciprocal Trade Association, (IRTA Regulation #1)
15. Client agrees to provide written notice to TVBE at least 60 days prior to the anniversary date of the Client Agreement if he/she does not intend to renew. Unless such notice is received, this Agreement shall be automatically renewed.
16. If this Agreement is terminated by either party, there shall be no refund of annual administrative or transaction fees by TVBE
17. Any Client that has a check returned to TVBE by the bank will be charged $35.00.
18. If the Client's cash fees are 90 days past due, the Client grants to TVBE, at that time, a security interest in all of the trade dollars in Client's account. In that event TVBE may, at its option close the Client's account and apply all of the trade dollars in the client's account to an outstanding cash balance due.
19. In the event the client's membership is terminated, TVBE may, at its option, utilize the member's credit card to pay any outstanding balance owed in trade dollars or cash dollars.
20. TVBE shall operate in accordance with the conditions set forth herein and said conditions shall supersede any oral representations. This is the entire and complete Agreement between the parties.
21. Client consents to have their company listed as a TVBE member in any published TVBE advertisements and/or printed promotional materials.
22. All current clients shall have access to TVBE membership through their trade consultant, TVBE directory and the TVBE website.

⏹ I have read and understand the terms and conditions of this agreement. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

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Printed Name