UNIVERSAL CLEARING HOUSE

UC AGREEMENT

P.O. Box 202, Irvington, Virginia 22480 - Phone: 757-393-2292 | www.ucci.trade

SECTION 1: Application Type

I am applying to UC under this fee plan: (check one)

☐ Standard IRTA Member: $75 cash per month 25UC per month

.50%UC transaction fees on sales .50% cash transaction fees on purchases

☐ Standard NON-IRTA Member (UC Only)

includes optional IRTA membership (subject to IRTA Membership Committee approval)

$158 cash per month /25UC per month + .50% cash

transaction fees on purchases and sales

I understand and acknowledge that UC Fees as indicated above are recurring monthly charges billed to the credit card provided to UC on this application or anytime in the future. I further understand pursuant to the UC Rules and per this application that these monthly membership fees will not stop unless both cash and trade balances are zero. I further agree to adhere to and abide by the IRTA Code of Ethics and Conduct attached hereto as "Addendum A."

Name:		Signature:		Date:	

SECTION 2: Business Information

Legal Business (Tax) Name:							
Federal Tax I.D. (or country equivalent):							
Phone:				Fax:			
Email:							
Web Address:							
Business Street Address:							
City:		State:		ZIP:		Country:	

OWNER/OFFICER INFORMATION (If additional owners/officers, please list on separate sheet):

Name:				Title:			
Home Address:							
City:		State:		ZIP:		Country:	
Years in Business:				SS# (or country equivalent):			
Phone:				Cell Phone:			
Date of Birth:							

SECTION 3: Business Information

Do you currently belong to any current UC/IRTA Member Exchanges? OR, do you maintain a direct reciprocal account with any current UC/IRTA Members?*

☐ Yes ☐ No

If yes, please list the companies below:

* NOTE: As a pre-condition of membership in UC applicants who are members of other UC/IRTA Exchanges and/or have direct reciprocal accounts with UC/IRTA exchanges must obtain signed copies of the attached consent form attaches hereto as "Addendum B." All consent forms must be submitted to UC with this UC Agreement Form.

Cash Gross Income:

☐ 0 - $100,000 ☐ $100,001 - $250,000 ☐ $250,001 - $500,000

☐ $500,001 - $750,000 ☐ $50,001 - $1,000,000 ☐ $1,000,001 - $1,500,000

☐ $1,500,001 - $2,000,000 ☐ $2,000,001 - $3,000,000 ☐ $3,000,001 - $5,000,000+

Number of Full Time Employees:

☐ Less than 5 ☐ 5 to 10 ☐ over 10 ☐ over 25

Current Number of Trade Company Relationships:

☐ Less than 10 ☐ 10 - 25 ☐ over 25

Total Annual Direct Reciprocal Trading

☐ 0 - 50,000 ☐ 50,001 - 100,000 ☐ 100,001 - 150,000

☐ 150,001 - 200,000 ☐ 200,001 - 500,000 ☐ 500,000+

Three IRTA or UC Member References that we may contact:

Exchange:			
Contact:		Phone:	
Exchange:			
Contact:		Phone:	
Exchange:			
Contact:		Phone:	

I hereby authorize the UC Committee of THE UC to perform credit investigations on my business and myself from time to time, as necessary in order to make credit decisions regarding my account. Such reports, if any, shall be available to me, on request.

Signature:		Date:	

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SECTION 4: Acceptance of Terms & Conditions

Terms of Agreement

I/we, the applicant whose name appears on this agreement, hereinafter referred to as Member, hereby applies for Universal Clearighouse membership, hereinafter referred to as The UC. Member agrees that, in return for the privilege of trading goods and services with other UC members, Member will abide by all UC Rules, which are incorporated herein by reference, as if fully rewritten herein, and the terms and conditions outlined below and/or which may be adopted in the future.

Upon ACCEPTANCE into The UC, Member agrees:

1. To make available goods and/or services to other UC Members, in exchange for trade dollars at regular prevailing prices. Trade dollars shall not be considered as a security or legal tender by either THE UC or its Members, IT IS EXPRESSLY UNDERSTOOD THAT FOR ALL PURPOSES OF VALUATION, ONE UC TRADE CREDIT IS EQUIVALENT TO ONE DOLLAR IN UNITED STATES CURRENCY OR THE LOCAL U.S. DOLLAR EQUIVALENT IN THE COUNTRY WHERE THE TRANSACTION TAKES PLACE. WHERE THE TRANSACTION INVOLVES A U.S. TRADE COMPANY, THE TRANSACTION SHALL BE VALUED IN U.S. DOLLARS.

2. To accept UC Trade Credits as payment for goods and services. Members can halt their sales at any time they have a positive balance of UC trade credits.

3. That UC does not make any representations or guarantees with respect to the quality or volume of business that Member will derive from participation in the UC.

4. That the UC will use its best efforts to accurately record trades, to administer the UC Rules in accordance with its terms and to broker members' products and services. However, Member acknowledges that the sole principals in any trade are the buying and selling members involved, that trades are entered into voluntarily, and that the UC is not the agent of any member, nor is it the guarantor of any transaction or trade dollar.

5. To grant to the UC Committee the right and power to regulate and control the number of outstanding trade credits within the UC system, and to make trade credit loans and/or assign credit lines as stipulated in the UC Rules.

6. That for a transaction to take place through the UC System, the seller is required to notify the UC of such proposed transaction and obtain the proper authorization number.

7. To examine its monthly statement immediately upon receipt, and to advise the UC of any discrepancies, in writing via email within fifteen (15) days of receipt of such statement. The Member further agrees to the accuracy of the statement and agrees to be bound thereby, if Member fails to notify the UC within fifteen (15) days OF RECEIPT OF SUCH STATEMENT.

8. That it may cancel this agreement at any time, EXCEPT DURING PERIODS OF DELINQUENCY. Upon cancellation, the Member may only recover value of its position by effectuating purchase transactions through the UC System. To engage in transactions through the UC System, the Member must be current on all fees, interest and penalties due the UC under the UC Rules. Members are responsible for all fees, interest and penalties incurred while the account is in overdraft status. Accounts may not be canceled until overdrafts are paid in full.

9. That each and every term and provision contained in the UC Member Contract Agreement and Rules and Regulations is severable from every other term and provision therein. If any such provision or term shall be invalid, illegal or unenforceable, it shall not affect the enforceability, validity, or legality of the remainder of the terms and/or provisions of the Member Agreement or UC Rules.

10. To maintain membership in good standing in IRTA if you are an IRTA member.

11. That the UC Committee, may, at its sole discretion, modify, amend, or change the terms of this Agreement and the UC General Guidelines and Rules from time to time by giving thirty (30) days prior notice to all UC members. Member agrees that any purchase or sale of products or services after the thirty- (30) day notice period shall constitute acceptance of the new provisions.

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It is acknowledged and understood that this Contract, including all of the Terms and Conditions attached to this form and THE UC Rules and Regulations and the General Trading Policies and Procedures now in effect, or hereafter adopted or amended, constitute the entire contract between the parties, and that this contract shall be binding upon the heirs, successors, administrators and assigns of the Member. In the event of bankruptcy, insolvency and/or the failure of the members' business or corporations, to clear any and all delinquent overdrafts, the signer of this document explicitly agrees to be personally liable and personally guarantee any and all such delinquent overdrafts. This Contract becomes effective when the contract is signed by the proposed Member and Member receives their personal UC member log-in and pass code.

Name:		Signature:		Date:	

SECTION 5: Payment of Fees

☐ Please charge my fees to the following credit card

Cardholder Name: _____ Date: _____

Card Number: _____ ☐ Visa ☐ American Express

Signature: _____ ☐ Mastercard ☐ Discover

Exp. Date: _____ CCV: _____

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Universal Clearinghouse Inc. General Rules and Procedures

UC RULES & REGULATIONS

The following General Rules and Procedures for the Universal Clearinghouse, Inc. ("UCI") hereinafter referred to as the ("UC") or ("Universal Clearinghouse") form part of and are included in the UC Account Application and Agreement ("Agreement") that has been made by Member with the UC ("Member"). Any trade purchase or sale by Member constitutes acceptances of all terms and conditions of these the UC Rules as most recently furnished by the UC, even though the Agreement and/or the UC Rules may not have been signed by Member.

1. PURPOSE OF THE UC

The Universal Clearinghouse shall exist to serve the members of the organized trade industry, as a medium of exchange and accounting between reciprocal trading partners. The UC shall strive to promote trading and good will among members.

2. NATURE OF THE PARTIES

The UC is a corporation wholly owned by the International Reciprocal Trade Association (IRTA). The UC acts as a broker, clearinghouse, and third-party record keeper oof trade transactions among its members. All transactions are between the buyer and the seller. The UC bears no responsibility for the quality or delivery of any product or service traded.

Member of the UC may be a regular voting member of IRTA that has contracted with the UC to exchange its goods and/or services with other members and subscribes to the UC's record keeping services. Member grants to the UC Committee the exclusive right to regulate the UC, to establish policies and procedures and make decisions that the UC Committee, in its sole judgment is deemed necessary to fulfill the purpose of UC. UC Members' clients are individuals or business entities that have contracted with Member to use the services of Member to facilitate barter transactions. Member arranges the terms and conditions of its contract with its clients and manages the trade transactions among and between its clients. The UC facilitates trade transactions between its Members, and in the regular course of business does not conduct, supervise, or regulate transactions with Members' clients.

The UC Committee may, from time to time, engage in activities on behalf of members of the UC to maintain the value of the UC credits. These activities may include, but are not limited to, offering goods for sale in the UC system on its own behalf and using proceeds of sale of these goods to offset any systemic deficits within the trading system. Member acknowledges that these trading system support transactions may occur, and consents thereto.

3. NATURE OF THE UC Trade Credits

Member will offer its products and/or services at regular prevailing prices to other members of the UC in exchange for the UC trade credits posted to Member's account pursuant to these Rules. Members agree that trade credits are not legal tender, securities, cryptocurrency or commodities, and that they cannot be redeemed for cash or currency. The UC trade credits are equivalent to one dollar in United States currency or the local U.S. dollar equivalent in the country where the transaction takes place. Ownership of UC trade credits denotes the right to receive products or services available from other members of the UC. UC trade credits may be used only in the manner and for the purpose set forth in these rules. The UC specifically disclaims any responsibility for the availability of goods and services from any source. The UC does not function as a bank; accounts held with the UC are not insured by any government or quasi-governmental entity.

4. UC ACCOUNTING

The UC shall operate as a zero (0) balance accounting system. The UC shall maintain a General Operating Account and a Debt Reserve Account within the UC system. However, the UC General Operating Account shall not have a credit line and must operate from a positive position at all times

Transaction fees collected in UC trade credits shall be deposited into the UC General Operating Account. The UC General Operating Account revenue shall be used to fund UC operations and expenses and to promote the UC within the organized trade industry. Monthly fees and deficit fees charged in UC trade credits will be deposited into the UC Debt Reserve Fund. The UC shall operate on an established yearly budget prepared by its UC Committee and approved by the IRTA Board of Directors.

5. UC COMMITTEE

The UC shall be managed by a Committee selected as set forth below:

a. Members of the UC Committee must be members of the International Reciprocal Trade Association (IRTA) except as otherwise described in paragraph 5c and not participate in any other barter association currency.

b. The UC Committee shall consist of:

(i) The two (2) most active trading partners (as determined by adding total sales and purchases for the previous 9-12 full months prior to UC board elections) appointed for a one-year term. If either one of the two most active trading partners decline to serve on the UC Committee, the third and fourth most active traders will be invited and so on until the seats are filled.

(ii) Volunteers who would like to serve on the UC Committee, who are approved by two thirds vote of the UC Committee; and

(iii) One member from each of the IRTA Global board of Dirrectors and recognized Chapters elected or appointed for a two-year term.

c. In the event the UC Committee determines that a person qualifies for the UC Committee but is not a member of IRTA, they may be appointed to the board with 2/3 approval of the current UC Committee.

d. A chairperson shall be elected from and by the UC Committee to preside at all meetings and serve as liaison to the IRTA Global Board of Directors.

e. The UC Committee shall make all policy and credit decisions of the UC. Actions require a 2/3 vote of the UC Committee.

The UC Committee shall meet at the Annual IRTA International Convention and at such other times as deemed appropriate by UC Committee.

6. ADMINISTRATION OF THE UC

The IRTA Global Board of Directors shall contract with an individual or business to manage the UC.

a. Said individual or business shall serve as the UC administrator and may or may not be a member of the UC. If the Administrator participates as a member of the UC, it shall not be entitled to a credit line.

c. If the Administrator is provided with a UC account, the Administrator shall periodically email to the UC Committee a detailed accounting of his/her UC account.

d. The Administrator shall be available and attend all meetings of the UC Committee if requested.

e. The Administrator shall provide the UC Committee with such information as the Board deems necessary to effectively manage the UC.

7. QUALIFICATIONS

Membership in the UC shall be composed primarily of individuals, partnerships, corporations, and firms who engage in the organized trade industry worldwide. UC members must meet a high level of integrity and agree to abide by the September 9, 2011 IRTA Code of Ethics and Conduct. Any entity that has an owner, partner or officer that has an equity ownership interest in the entity that has been found guilty or plead guilty to a serious criminal offense may not be eligible for membership in UC. Any entity that has an owner, partner or officer that has entered into a consent order or decree, or has been charged with and duly convicted of, or found in violation of applicable local, state, or federal laws or regulations involving (a) fraud, including, consumer or mail fraud or (b) securities violations or (c) franchising violations in the performance of barter or trade activities or other business endeavors may not be eligible for membership in UC. The UC Committee reviews all membership applications to determine if the qualifications to determine if the qualifications for UC membership have been met.

8. TRADING PROCEDURES

Seller must obtain an authorization number from thefrom the automated UC trading platform or UC platform before releasing merchandise or services.

The UC reserves the right to reject any transaction and to refuse to issue an authorization number for any of the following reasons including, but not limited to:

a. The buyer does not have sufficient UC trade credits in its account or approved line of credit;

b. The buyer is more than 30 days delinquent in its cash fees due the UC or IRTA; or

c. The transaction is in conflict with these Rules.

Authorization of a transaction instantly applies UC trade credits from the buyer's account to seller's account. Both buyer and seller may automatically be notified by email of the transaction detail.

d. Ownership/Redemption Rules for Scrip Sold on UC

For purposes of this section, scrip is defined as a certificate, (ie., gift certificate, gift card or online certificate), indicating the right of the holder to receive goods or services.

UC members who sell scrip on UC pledge that the scrip offered for sale is valid and useable and is issued in accordance with the State laws in which it is redeemable.

Should the scrip not be redeemable at anytime up to six months from the date of the UC purchase, the seller is responsible for refunding back the full amount of the non-redeemable scrip back to the buyer.

e. Cash or trade booking/processing fees for UC travel listings are not permitted. Cash for hotel taxes and/or reasonable cash cleaning fees that are paid directly to the property and/or cleaning provider for UC listings are permissible.

9. TAXES

It is Members' responsibility to ensure that all applicable sales, value added, excise or other transfer taxes on transactions conducted through the UC are collected and paid in a timely manner to the appropriate state and/or national authority. It is also the responsibility of Member to file all applicable tax returns or reports relating to transactions conducted in the UC with the appropriate state and/or national authority. The UC is not responsible for the collection or reporting of any taxes arising from transactions through UC.

Member agrees and affirms that the UC is not acting as its agent, and in the event any jurisdiction successfully asserts any obligation to collect or pay any tax or fee upon the UC, Member agrees to hold the UC harmless and will reimburse all such taxes and fees (including any interest, penalties, and other costs) incurred by the UC, in cash, upon presentment of any obligation so owed. Member agrees that the UC is not an importer or exporter of any goods or services sold internationally through the UC. Member is responsible for ensuring that all applicable customs, export control, sanctions, anti- boycott, and other international trade laws and regulations of all relevant countries are strictly adhered to and complied with in any transaction and in the event any jurisdiction successfully asserts liability on the part of the UC, Member agrees to hold the UC harmless and will reimburse any and all monetary sanctions imposed or incurred by the UC, upon presentment of any obligation so owed.

10. CREDIT LINES

Member grants to the UC Committee the right and power to issue trade credit lines of credit to any member on terms and conditions consistent with the then current UC credit policies and members' credit worthiness and ability to repay. The exercise of the power shall be at the sole discretion of the UC Committee with regard to interest, terms, conditions and other particulars. Member requesting a credit line shall submit an application for credit and shall be required to sign and guarantee both corporately and personally for the credit line, unless the UC Committee approves collateral in an amount of cash (or its equivalent) equal to a minimum of 50% of the UC trade credit amount of the credit line. Member hereby authorizes the UC or its authorized agents to make whatever credit investigation is deemed appropriate to assess Member's credit worthiness. The UC Committee shall determine the actual amount of a member's credit line according to the credit policies established by the UC Committee in addition to those enumerated in this paragraph. In no case shall the credit line be more than the amount requested by the member. The UC Committee reserves the right, in its sole discretion, to reduce the amount of any member's credit line at any time. The UC Committee shall determine the total available amount of credit in the UC.

11. FEES

Member agrees to the following fees as a NON-IRTA member:

· Monthly cash fee of one hundred fifty-eight dollars USD ($158.00).

· Twenty-five ($25) UC trade credits per month to be deposited in the UC Debt Reserve Account.

· Transaction fee of one half of one percent (.50%) in cash on all purchases and one half of one percent (.50%) in cash on all sales.

· If purchases exceed sales, an interest charge, in UC trade credits, of one-half of one percent (.5%) on the deficit account balance at the end of each month. This charge shall be deposited into the UC Debt Reserve Account.

Member agrees to the following fees as a member of IRTA:

· Monthly cash fee of seventy-five dollars, USD ($75.00).

· Twenty-five ($25) UC trade credits per month to be deposited in the UC Debt Reserve Account.

· Transaction fee of one half of one percent (.50%) in cash on all purchases and one half of one percent (.50%) in UC trade credits on all sales.

· If purchases exceed sales, an interest charge, in UC trade credits, of one-half of one percent (.5%) on the deficit account balance at the end of each month. This charge shall be deposited into the UC Debt Reserve Account.

Member agrees to pay all cash fees by credit card in U.S. dollars except as otherwise described herein and to provide the UC the appropriate credit card information upon application and thereafter. On or about the 1st day of each month, all cash and UC trade fees due from activity posted the prior month plus the monthly fee will automatically be charged to the credit card on file, UC trade fees owed will be deducted from the Members' UC trade account.

A monthly statement of account will be automatically sent to each Member by e-mail..

The UC Committee may, at its sole discretion, by a two-thirds (2/3) vote, change the fee structure and interest rate in order to maintain the fiscal integrity of the UC. The UC Committee will provide written notice via e-mail to Members at least thirty (30) days prior to implementing a fee change.

12. SUSPENSION OF TRADING PRIVILEGES

The UC Committee reserves the right, at its sole discretion, to suspend Member's trading privileges to protect the integrity of the trading system. Suspension of trading privileges of a member requires a 2/3 vote of the UC Committee. A member so suspended may receive written notice via certified mail.

13. DISPUTES

The UC – functioning in its barter exchange capacity and as a third-party record keeper, pursuant to the Tax Equity and Responsibility Act (TEFRA) of 1982 – is to be held harmless with regard to any liability or dispute arising between members. If Member disputes a transaction, Member must notify the seller and the UC Administrator by certified mail within ninety (90) days after Member is notified of the authorized transaction by email. Upon notification of a dispute, the UC Administrator or buyer will request proof of delivery from the Seller. If the seller is unable to prove delivery of the goods or service, the funds will automatically be returned to the buyer. If the seller provides proof of delivery, the funds will be posted to the seller's account. Final resolution of disputes is the responsibility of the parties to the transaction. The UC Administrator may, upon approval of the UC Committee, freeze funds involved in a disputed transaction and place such frozen trade dollars into an escrow account to be held until their release is authorized by the mutual consent of the parties to the disputed transaction, or by an arbitration authority of competent jurisdiction.

14. ASSIGNMENT

Member accounts may not be assigned, transferred, or sold without the prior written approval of the UC Committee and completed transfer forms. The terms of these UC Rules are binding upon Member's heirs, successors, and assigns, and on the administrators of an individual Member's estate.
The UC may assign its rights and obligations under these Rules or any portion thereof.

15. CLAIMER OF LIABILITY

By signing this agreement and agreeing to participate in the UC, Member agrees to indemnify, hold harmless, and defend the UC and its management or owners with respect to any claim, debt or liability whatsoever arising out of any transaction wherein Member is a buyer or seller. Member acknowledges that any trade transaction in which Member participates shall be on a voluntary basis. In no event shall the UC or IRTA be liable for any direct, indirect, incidental, or consequential damages arising from or in connection with the operation of the network including but not limited to loss of data, loss of projected revenues, or the costs of obtaining substitute goods or services, arising under any theory of liability, even if the UC was advised of, knew of, or should have known of, the possibility of such damages.

16. AMENDMENT OF UC RULES

The UC Rules and fee schedule may be amended by 2/3 vote of the UC Committee and with thirty – (30) days written email notice to members. Any transaction that takes place in the month following the month notice is given to Member constitutes acceptance of the amended rules.

17. CANCELLATION AND TERMINATION

Member's breach of this agreement and/or UC Rules may cause Member's account to be cancelled by the UC. Member's account may also be cancelled if, in the sole discretion of the UC Committee, Member has acted in a manner that is detrimental to the UC or its members. In the event of cancellation of Member's account, Member and/or guarantor hereby agree to pay any negative trade account balance either in products acceptable to the UC or in cash or currency upon Member's receipt of email notice of cancellation from UC. If the balance in Member's account is positive upon Notice of Cancellation, UC may, at its sole discretion, permit Member to continue trading for ninety (90) days thereafter under such restrictions as UC may impose to ensure that trading on the account is directed only toward clearing the positive balance to zero. Member agrees to prepay any fees owed on future trading and monthly fees in order to utilize balance of UC trade credits. Any positive balance remaining in Member's account ninety (90) days or more following delivery of a Notice of Cancellation shall thereafter be subject to the UC Credit and Delinquent Account Parameters.

In the event Member's account is inactive (no sales or purchases) for a period in excess of 120 days, the UC Committee may, in its discretion, close the account. However, prior to closing the account, a 30-day notice will be sent via email giving Member an opportunity to petition the UC Committee to reactivate the account. Such reactivation shall be in the sole discretion of the UC Committee.

18. CONTINGENCIES AND DISOLUTION

The UC Committee has the right to change, suspend or discontinue any aspect of its services, and IRTA has the right to suspend or discontinue the operation of UC, at any time at IRTA's sole discretion, without liability.

In the event the UC ceases operating as a facilitator of barter transactions between its Members, UC will attempt to collect as many outstanding debit balances as practical from Members. When, in the sole discretion of the UC, a reasonable share of outstanding debit balances have been collected from Members, these collected funds, in conjunction with funds in the UC Debt Reserve Account will be used to constitute a fund from which then outstanding credit balances will be paid on a pro rata basis to Members holding credit balances. UC or IRTA shall have no liability to compensate Members in any way for their credit balances in the event of any dissolution or winding up of the UC.

19. INDEPENDENT BUSINESS ENTITY
In performing any transactions through the UC, Member is independent of UC and IRTA and the personnel and other representatives of Member do not act as agents or employees of either the UC or IRTA.

In performing any transactions through the UC, Members trading within the UC are independent of the UC and are solely responsible for negotiating the terms and conditions of particular transactions with other Members subject to these Rules. Member shall have complete charge and responsibility for personnel employed by Member.

20. ENFORCEMENT
Member agrees that each and every term and provision contained in this agreement is joint and several with regard to every other term or provision therein. If any such provision or term shall be invalid, illegal, or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the terms and/or provision of the agreement.

21. NOTICES
Unless otherwise agreed in writing by the parties or as required herein, all notices to the UC regarding these Rules shall be sent by recognized courier or delivery service to UC at P.O. Box 202, Irvington, VA 22480 USA, or to such successor main office address as the UC may announce to Members.

All notices to Members may be sent by any means reasonably calculated to provide adequate notice, including by email, unless otherwise provided herein.

22. ARBITRATION
All UC members agree to settlement of any claims or disputes with the UC by binding arbitration to be held in Richmond, VA, in accordance with the rules then in effect of the American Arbitration Association. The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The parties to the arbitration shall each pay such costs and expenses directly related to the arbitration as are determined by the arbitrator. Both parties to the arbitration in advance mutually agree to a resonated award.
At the time of application all members shall sign an Arbitration and Waiver of Jury Trial Agreement.

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ARBITRATION AND WAIVER OF JURY TRIAL

By opening or maintaining the Account, you and we agree that any controversy, dispute, or claim ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, whether based on contract, tort, or any other legal basis or theory, and whether pre-existing, present, or future, that arises from or relates to (a) this Agreement, (b) services rendered by us pursuant to this Agreement, or in connection with any Account you have with us, (c) the relationships that result from this Agreement, or (d) the validity, scope, enforceability, or applicability for this arbitration provision to a Claim shall be resolved by binding arbitration.

You or we may choose either the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF") to conduct any arbitration proceeding. If for any reason the AAA or the NAF is unwilling or unable to conduct the arbitration proceeding, or if you or we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.

For personal accounts, arbitration proceedings will be conducted pursuant to the rules of the NAF, or the Rules for Resolution of Consumer-Related Disputes or the Expedited Procedures for Commercial Arbitration of the AAA, as applicable; for non-personal accounts, arbitration proceedings will be conducted pursuant to the rules of the NAF, or the Commercial Arbitration Rules of the AAA, as applicable. Arbitration proceedings will be conducted in accordance with the applicable rules and procedures of the chosen arbitration organization in effect at the time the Claim is filed. In the event of any inconsistency between this provision and the rules to be used for an arbitration proceeding, such inconsistency shall be resolved in favor of this provision. Rules and forms may be obtained or a Claim may be filed by contacting the AAA at 1-800-778-7879 or by visiting its website at http://www.adr.org, or by contacting the NAF at 1-800-474-2371 or by visiting its website at http://www.arb-forum.com. This arbitration provision limits your right to litigate claims in court. Please review this provision carefully.

Arbitration proceedings shall occur in a locale mutually agreed to, or if no agreement can be reached regarding locale, arbitration proceedings shall occur within the federal judicial district of your residence at the time the Claim is filed. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (the "FAA"), 9 U.S.C. §§ 1-16, notwithstanding any other choice of law provision contained in this Agreement. Judgement upon any arbitration award may be entered in any court having jurisdiction. The filing of a demand for arbitration will be deemed the commencement of an action for purposes of any applicable statute of limitations. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or similar doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with this arbitration provision. Claims by or on behalf of other persons will not be considered in, or consolidated with, the arbitration proceeding between you and us. It is the intention of the parties that there will be no class action arbitration pursuant to this arbitration provision. Nothing in this arbitration provision shall limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action. The taking of any of these actions by either party shall not be deemed to constitute a waiver of the right to demand arbitration of any Claim asserted as a counter-claim, cross-claim, third-party claim, or the like in response to any such action.

You and we agree that the arbitrator: (a) shall limit discovery to matters directly relevant to the arbitrated Claim; (b) shall grant only relief that is based upon and is consistent with substantial evidence, the terms of this Agreement, and applicable substantive law; (c) shall not have any authority to require, as part of any relief granted, that you and we continue any relationship we may have under this Agreement or otherwise; and (d) shall provide a brief written explanation of the basis for the award upon the request of either party and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds $10,000. Unless inconsistent with the applicable law, each party shall bear the expenses of its respective attorneys, experts, and witnesses, regardless of which party prevails in the arbitration.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid and enforceable. This arbitration provision shall survive termination of this Agreement and the closing of your Account.

IF A CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE CLAIM SHALL BE DECIDED IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

Signed By: (UC Client)		Date:	
Signed By: (Universal Currency)		Date:	

UC Credit Maintenance and Delinquent Account Parameters

☐ Members In Good Standing (Current on IRTA Dues/Current on UC Fees):

Must have a credit card on file for every member or no line of credit will be granted.

In addition to using the existing UC Credit Matrix to determine credit worthiness:

☐ There shall be a 90-day waiting period before granting any line of credit request greater than 2000 trade dollars. During the 90 days, the member must show reasonable sales performance (to represent quality of goods, delivery, etc.) to be considered for requested line.

☐ A nominal line of credit (maximum of 2000 UC Trade Dollars) may be given to a new UC member at the sole discretion of the UC Administrator, for payment of IRTA trade dues, UC trade fees and/or IRTA trade convention fees. An active credit card must be given in order to receive this initial line of credit.

Non-Renewing IRTA Members/UC Members who are not in good standing (Not current on UC Fees, Members who are over their line of credit)

Positive UC Balances:
Members not in good standing (examples include, but are not limited to, not paying IRTA dues and or not paying UC fees, etc.) are placed on Administrative Hold/Frozen and member may receive a cancellation warning. UC fees immediately increase to $150 cash/ 150 UC per month and transaction fees increase to 1% (cash on purchases/trade on sales). Member must pay all fees in advance to spend down their account. IRTA/UC will consider the entire balance forfeited if payment is not made within 90 days.

Negative UC Balances:
Members not in good standing (examples include, but are not limited to, not paying IRTA dues and or not paying UC fees, etc.) are placed on Administrative Hold/Frozen and member may receive a cancellation warning. Fees on the account immediately increase to $150 cash/150 UC per month and transaction fees increase to 1% (cash on purchases/trade on sales). If UC balance and outstanding dues and/or fees are not settled, the UC Committee may proceed immediately to cash collection of the account. An account with a negative balance must cooperate with valid offerings and have an active credit card on file to be in good standing.

Accounts Exceeding Credit Allowance:
Members who exceed their line of credit by way of trade reversal, line of credit decrease or otherwise are placed on Administrative Hold. Member shall have 90 days from the date their account becomes overdrawn without penalty to obtain a balance within their credit parameters. Accounts that remain overdrawn after 90 days shall pay a penalty of .5% interest per month in cash on the overage amount (example: Line of Credit is $5000, after 90 days of overdrawn credit notice Balance is $5500. Penalty is .5% cash on $500, until sufficient sales are made and members' account is back within their credit line.

I have read, understood and agree to all terms as set forth in the UC Delinquent Parameters

Name:		Signature:		Date:	

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ADDENDUM A: IRTA ETHICS CODE

IRTA Code of Ethics and Conduct
(Approved by the IRTA Global Board of Directors on 9/19/11 & the IRTA Membership on 9/20/11)

IRTA members recognize that membership in IRTA carries with it the responsibility of conducting themselves and their barter exchanges or corporate exchanges, in a manner that is consistent with the IRTA goal of providing the most professional, ethical and well managed organized barter programs to the public. Therefore, the members of IRTA agree to abide by the following specific codes of conduct and barter management. In the event a violation occurs with any section of this Code of Ethics, the party determined to be in violation will be subject to the disciplinary provisions as described in Article XII herein.

I. General Principles
a) IRTA members shall operate their businesses within the bounds of the law and comply with all laws, regulations rules and ordinances for the jurisdiction they reside.
b) IRTA members shall establish internal rules, procedures and practices in their business operations that will serve the best interest of the public and their clients.

II. Tax Reporting Compliance
a) U.S. Member exchanges will abide by the IRS reporting requirements as defined in the Tax Equity & Fiscal Responsibility Act of 1982. 1099B forms must be distributed to all exchange members that had sales for the exchange's fiscal year and exchanges must report their annual sales to the IRS annually.
b) U.S. member exchanges agree to communicate the reporting requirements of TEFRA to all exchange member prospects. Additionally, IRTA members are encouraged to highlight TEFRA reporting requirements in their marketing and sales materials, including their websites.
c) Non-U.S. exchanges must adhere to the governmental reporting requirements of their given jurisdictions.

III. Advertising & Marketing
Members shall be truthful with regard to their spoken, printed or internet-based representations regarding their barter exchange and in their marketing materials, specifically but not limited to;
a) The number of active members in their exchange. Active members are defined as those members who have made a purchase or sale within the last twelve (12) months.
b) The limited scope of products and services available. c) The accurate trade volume of their exchange.
d) Accurately communicating any and all restrictions related to an offering to its exchange members.

IV. New Member Sign-Ups - Unfair Competition
a) Exchanges are not permitted to gift unearned trade dollars to new members who sign-up with their barter exchange.
b) Exchanges are not permitted to match clients' positive trade balances from another barter exchange, (this does not apply to corporate AR credits). Nor are exchanges permitted to pay-off a client's credit line from another exchange or convert any portion of another exchange's members' balances into their own exchange.
c) Exchanges are not permitted to offer client's of another exchange a free membership or reduced fees in their exchange in an effort to induce clients into their exchange, unless such free membership or reduced fee policies are the customary practice of the exchange.

V. Discrimination
Members shall not discriminate on the basis of race, color, national origin, religion or gender in hiring employees, acceptance of clients or establishment of any other business relationship.

VI. Trademarks – Corporate Names
No person or company shall engage in the unauthorized use of the trademark, trade name, corporate name or slogan of another business. Nor shall any person or company purchase the domain names or materially similar domain names of other companies so as to restrict the rightful owner their inherent ownership benefits.

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VII. Liability For Territories, Licensees & Franchisees Offices
a) When IRTA members expand their core operations through the creation of franchisees, licensees or territories, IRTA members agree to comply with all Federal, State, local or jurisdictional requirements related to the creation of such business entities and agree to supply IRTA with documentation verifying compliance with such regulatory laws.
b) When IRTA members establish territory's, licensee or franchisee offices of the parent company, the licensor or franchisor shall be liable for the trade debts of the territory, licensee or franchisee office in the event of termination of the territory, licensee or franchise office. Should the territory, licensee or franchisee be a separate legal entity and declare bankruptcy, the IRTA member parent company shall be liable for the trade debts of the territory, licensee or franchisee regardless of whether the territory's, licensee's or franchisee's corporate entity was legally discharged in bankruptcy court.

VIII. Acquisition of Barter Exchanges
a) When IRTA members are involved in the purchase of another exchange every effort will be made to protect and honor the negative and positive balances of all the accounts, including reciprocal accounts, of the acquired exchange in an equitable manner.

IX. Direct Solicitation of Other Trade Exchange Members
a) IRTA exchanges are not permitted to knowingly contact or solicit for membership the members of another IRTA member exchange. This prohibition against poaching another exchange's members is absolute and applies to, but is not limited to direct personal solicitation, telephone, fax, e-mail and internet solicitation.
b) If the alleged poaching activity is presented to IRTA via an Ethics Complaint the burden of proof is on the complainant to show beyond any reasonable doubt that the alleged improper poaching activity took place. Such burden of proof is a high threshold.

X. Investigative Powers Granted to IRTA With Ethics Complaints
When evaluating all IRTA Ethics Complaints, the IRTA Ethics Committee reserves the right to interview IRTA member employees, independent contractors and sales prospects.

IRTA also reserves the right to inspect any and all documentation related to any claim brought by an IRTA Ethics Complaint, be it on paper, e-mail, social media or other internet forum.

IRTA members agree in good faith to provide all information requested by the IRTA Ethics Committee. Such information shall be held confidential by the Ethics Committee. Withholding of any material information by either the complainant or respondent shall be grounds for a decision in favor of the non-withholding party, and shall be made at the sole discretion of the IRTA Ethics Committee.

XI. Time Limitation on Bringing Ethics Complaint
The alleged occurrence which is the subject of the Ethics Complaint must have occurred within two years on the filing date of the Ethics Complaint.

XII. Disciplinary Provisions
IRTA members found in violation of the IRTA Code are subject to the following disciplinary actions by IRTA:

- First Offense: A letter of reprimand will be sent to the violating party and notice of such action shall be posted on the IRTA website for a period of 30 days.
- Second Offense: The violating party's IRTA membership shall be suspended for a period of 180 days and notice of such suspension shall be posted on the IRTA website. The violating party also will not be permitted to attend IRTA Conventions or participate on the IRTA Global Board or IRTA Committees during their suspension.
- Third Offense: The violating party's IRTA membership will be automatically terminated. The principals, officers and/or managing director of such entity shall not be permitted to re-apply for membership in IRTA with a different entity for a period of 5 (five) years.

XIII. Amendment of Ethics Code
The Global Boards of Directors of IRTA shall review this Code of Ethics from time to time and any revisions or amendments shall be ratified by two-thirds majority vote of the members.

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ADDENDUM B: CONSENT FORM

CONSENT FORM FOR OPENING A UC ACCOUNT

To:	The UC Committee
From:	
Date:	

This memo is to confirm that_____has an existing reciprocal account with us, or is a member of our company.

We acknowledge that_____has applied for its own UC account.

Please be advised that we have no objection to the aforesaid company opening a UC account and hereby grant our consent for them to do so.

Agreed to as stated above this_____day of_____, 20__.

By:

Name:		Title:		Company:	