



Member Application Agreement Contract

Merchant's Legal Business Name _____

DBA (If different than above) _____

Street Mailing Address _____

City _____ State _____ Zip _____

Office Phone _____ FAX _____ Cell Phone _____

Email Address _____ Website Address _____

Owner's Name _____ Home Phone _____

Home Address _____ City _____ State _____ Zip _____

Type of Business: Corporation Partnership Sole Proprietorship

Please provide the Tax I.D. Number and Name under which taxes are filed for the above company. Select Federal ID or SS #.

Federal I.D. No. _____ Tax Business Name _____

Social Security No. _____ Individual Name for SS No. _____

Other Items, Business or Properties available for Trade _____

Contact Name for Sales _____

Additional Authorized buyers/signers _____

Referrals(\$200BD for each referral signed) _____

It is acknowledged and understood that this Contract, including all of the Terms & Conditions on the reverse of this form, and the HBX 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. This Contract becomes effective when signed by the proposed Member and approved by an officer of HBX.

My company has selected the following plan for membership in the Hudson Barter Exchange:

Lifetime membership fee \$ _____

_____ % transaction fee on sales. _____ % transaction fee on purchases.

HBX charges \$19 cash and \$19 barter dollar fee each month for marketing and administrative expenses. Monthly fees will not be charged the first six months of membership.

Paid By Check # _____ Credit Card _____ AMEX _____ MasterCard _____ VISA _____

Credit Card Account # _____ Exp. _____ Name on Card _____

Credit Card Billing Address _____

_____(Initial) I authorize automatic monthly payment of fees to be charged to my credit card for the transaction fee above.

_____(Initial) I authorize automatic payment on my credit card if cash fees have not been paid by the 5th of the month in which it is due.

_____(Initial) I hereby agree that HBX will be our exclusive barter representative.

Member Applicant Signature _____

Additional Authorized Buyer _____

Additional Authorized Buyer _____

BUSINESS MEMBER Application Agreement CONTRACT

I/we the applicant whose name appears on this agreement am applying for membership and an account with Hudson Trade Network, Inc. (doing business as the Hudson Barter Exchange), hereinafter referred to by shortened name "HBX." Member agrees that, in return for the privilege of trading goods and services with other HBX Members, Member will agree to abide by the General Trading Policies and Procedures of HBX, which are incorporated herein by reference, as if fully rewritten, and by the HBX Rules and Regulations as are outlined below and/or may be adopted by HBX in the future.

Upon ACCEPTANCE in HUDSON BARTER EXCHANGE (HBX).
MEMBER AGREES:

1. To make available goods and/or services to other HBX Members in exchange for barter dollars. Although barter dollars shall not be considered as a security or legal tender by either HBX or its Members, and may not be converted to cash. IT IS EXPRESSLY UNDERSTOOD THAT FOR ALL PURPOSES OF VALUATION, ONE BARTER DOLLAR IS EQUIVALENT TO ONE DOLLAR IN UNITED STATES CURRENCY.

2. To Barter/sell goods and/or services at prevailing prices. Member acknowledges that over-pricing is a violation of HBX policy. Any Member found to be over-pricing MAY BE FINED in the amount of \$500 for the first offense. Any subsequent offense will subject Member to additional fines and/or cancellation of Membership, and/or any other sanctions as are described in the HBX Rules and Regulations, presently existing, and/or adopted in the future.

*HBX may, at its discretion, grant a parity to any business, or category of businesses, deemed to have an unusually low/short gross profit margin.

3. To submit with this application, **non-refundable**, one-time only Membership dues plus the agreed to fees on the front of this contract. ON ANY SALE OVER \$500 BARTER, BARTER DOLLARS WILL NOT BE TRANSFERRED TO THE SELLER'S ACCOUNT UNTIL THE CASH FEE ON THE SALE IS RECEIVED BY HBX AND THE TRANSACTION IS AUTOMATICALLY CONFIRMED (the month following the date of the authorization) or SIGNED PAPERWORK IS SUBMITTED TO HBX FOR CONFIRMATION AND TRANSFER OF FUNDS.

All cash fees shall be payable by the 5th of each month and shall be billed on the Member's monthly statement. Credit Card fees will be processed the 5th of each month. Member agrees to pay a \$10 or 5% (whichever is greater) compounded cash late fee for payments 60 days late and member is subject to termination at HBX's discretion.

All transactions between Members are commissionable to HBX, as described above, unless members receive prior written approval from HBX.

4. HBX will automatically renew CURRENT HBX accounts annually at no charge, unless member notifies HBX in writing of its intention not to renew at least thirty (30) days in advance of their anniversary date; if however, an account becomes sixty (60) days past due on its cash fees. HBX may at its discretion, close any account that has been inactive (no sales, purchases or payments) for a period of 6 months or longer.

5. Member agrees and understands that all transactions between members are on a full barter basis, unless approved by HBX in advance. **In any transaction involving a cash component, the seller shall pay to HBX cash commission of 10% on the cash amount.** The buyer shall not pay any commission on the cash portion.

Any member receiving a cash component on a sale under \$5,000 shall likewise be required to pay a cash component in that same amount in order to spend their trade dollars. In addition, the cash amount of the sale shall still be commissionable to HBX (see paragraph 5).

Any member found to be charging or requesting part cash and part barter on any transaction under \$5,000, without permission from the HBX office, WILL BE FINED in the amount of \$500 for the first offense. Any subsequent offense will subject the Member to additional fines and/or cancellation of membership, and/or other sanctions as are described in the HBX Rules and Regulations, presently existing, and/or adopted in the future.

*HBX suggests that any company not in the position to accept at least \$5,000 worth of barter business, not join HBX. Upon acceptance in HBX, Member agrees to sell a minimum of \$5,000 on barter.

Members who engage in direct trades without using the HBX system are subject to immediate expulsion from the Exchange.

6. That barter transactions between Members are entered into on a voluntary basis. HBX is not responsible for the quality, timely delivery, warranties, or any other problems that may arise with goods and services bartered by Members of HBX. Members should exercise the same diligence in entering into barter transactions as ordinary business transactions for cash. HBX assumes no liability for any damages of any kind including, but not limited to, compensatory and consequential damages that may result from a Barter transaction and/or the use or the quality of products and services there under.

HBX does not make any representations or guarantees with respect to the quality or volume of business that the Member will derive from membership in HBX. Member will indemnify and hold HBX harmless from any and all claims, suits, and damages arising out of barter transactions or the quality or use of products and services there under.7. Member understands that HBX, its owners and employees participate in the HBX barter system. Member grants to Hudson Barter Exchange and to those with ownership interest, the right and power to borrow from the system and amount equal to \$2,500 per member or two years gross receipts(whichever is greater). Such borrowing shall be sufficiently collateralized by the assets of the system pursuant to the guidelines established and imposed by national trade groups.

8. Credit, when and if extended by HBX to Member, is at the sole discretion of HBX. Credit line will be at a nominal .1% interest rate in barter dollars on a monthly basis as long as member is "willing" to take 100% trade from members and is in good standing on fees owed HBX. If Member seeks to terminate HBX membership, member agrees to trade until debt is paid off or the debt is paid off in cash or gift certificates to member's business. If at any point the member who is in debt is unwilling to accept trade or is 90 days over due on cash fees, Hudson Barter Exchange may convert the barter debt to cash debt and charge full amount of debt to member's credit card. Member agrees to bear all collection and legal costs, should collection procedures become necessary.

9. PERSONAL GUARANTEE: THAT IN THE EVENT OF BANKRUPTCY OR INSOLVENCY OR FAILURE OF THE MEMBER'S BUSINESS OR CORPORATION, TO CLEAR ANY DELINQUENT OVERDRAFTS, THAT SUCH DELINQUENT OVERDRAFT IS HEREBY GUARANTEED INDIVIDUALLY BY THE OWNER, OFFICER OR INDIVIDUAL(S) SIGNING THE CONTRACT.

10. That any and all disputes under and/or related to this contract shall be resolved by binding arbitration in the State of New York, Westchester County. In the event of a dispute respecting this contract, the prevailing party is entitled to reasonable attorneys' fees and costs.

11. That all transactions must be authorized by HBX and are the responsibility of the seller. The seller shall retain a signed receipt (either an HBX Transaction Form or other delivery receipt) for all transactions for a period of 24 months. All sales shall be considered pending until the end of the month following the authorization date or until the buyer has approved the transfer of funds to the seller's account.

12. To examine the monthly HBX statement immediately upon receipt, and to advise HBX of any discrepancies, in writing, within ten (5) days. Member agrees to the accuracy of the statement and agrees bound thereby, if Member fails to notify HBX within five (5) days.

13.. In order to cancel this agreement or cease trading for any period of time, Member MUST provide HBX with a thirty-day written notice. Due to the nature of an open trade exchange, if an HBX Member stops trading for any reason without the required thirty (30) day written notice, there will be a \$500 CASH penalty charged.

14. That Member may cancel this Agreement at any time, upon thirty (30) days written notice. Upon cancellation, Member must prepay all cash fees and all Barter dollars due member must be spent for the goods and services available through HBX within (180) days of cancellation date. If the account is over-drafted, Member may not cancel until account is paid in full via cash or gift certificates.

The provisions of this contract are severable, and if any provision is found to be unenforceable, the other provisions shall remain fully valid and enforceable. This contract shall survive the termination of any arrangement contained herein.

15. That each and every term and provision contained in the Member Agreement, Rules and Regulations, and General Trading Policies and Procedures is severable from every other term or 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, Rules and Regulations, or General Trading Policies and Procedures. In all cases, this agreement shall be interpreted in accordance with the laws of the state of New York.

16. That Hudson Trade Network, Inc. shall not be liable for any consequential, indirect, special, incidental or punitive damages of any nature for any reason whatsoever.

17. This Contract constitutes the entire understanding and agreement between the parties. No changes, alterations, modifications or qualifications to the terms hereto shall be made or be binding unless in writing and signed by both parties involved.