



MEMBERSHIP APPLICATION

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Toronto, Ontario M5A 2W4
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www.barternetwork.ca 1-866-DOBARTER

COMPANY INFORMATION

Legal Name _____ Trade Name (if different) _____

Address _____

City _____ Province/State _____ Postal/Zip Code _____

Mailing Address (if different) _____

City _____ Province/State _____ Postal/Zip Code _____

Sales Contact _____ Purchasing Contact _____ Billing Contact _____

Type of Business Corporation Partnership Sole Proprietorship

Telephone _____ Fax _____ Cell/Pager _____

Email _____ Website _____

Principal / Officer _____ Title _____ Telephone _____

Is any principal or officer involved in a current or past bankruptcy? yes no Number of years in Business _____

Description of Goods and Services _____

PAYMENT OPTIONS

Bill my credit card on the 20th of each month Pre-authorized payment on the 20th of each month

Charge my VISA MASTERCARD AMEX

Credit Card Number _____ Expiry _____ Initial 

Bank _____ Transit # _____ Account # _____ Void Cheque Attached

I accept responsibility for all charges incurred on the following Barter Network Ltd cards: PLEASE PRINT

1 _____ 2 _____ 3 _____

I hereby agree and acknowledge that I have read and reviewed this agreement contained on this side & the reverse side hereof, all of which forms part of this agreement.

Applicants Name (Please Print Clearly) _____

Applicants Signature _____ Date _____

I have authority to bind the corporation

Account Representative for Barter Network Ltd _____

Referred By _____ Account Number of Referring Client _____

The applicant consents to a credit history check. All credit information will be held in strict confidence

FOR OFFICE USE ONLY

Payment Received \$ _____ Method of Payment Cash Cheque Credit Card P.A.P.

Remarks _____

Line of Credit Recommended _____

Directory Listings _____

Account Number Issued _____ Fee Plan _____ Number of Cards Issued _____

Status Code _____ Sales Rep Code _____ Broker Code _____

TRADING PROCEDURES, POLICIES, RULES AND REGULATIONS OF BARTER NETWORK LTD.

In Consideration of the payment of the Initial Setup Fee (Membership Fee) to Barter Network Ltd. ("BNL") and the mutual promises herein, the undersigned ("Client") applies for membership in BNL and agrees to the following:

Definitions

a) Affiliated Exchanges are those barter exchanges, other than BNL, which are affiliated with BNL in the trade of goods and services; b) Cash or \$ is the currency of Canada or any other country; c) Commissions or Fees means the Cash fee applied, by BNL, to Client's transaction whether purchase or sale; d) Members are Clients of BNL or Affiliate Exchanges who are in good standing; e) Monthly maintenance fee is the Cash fee charged by BNL; MOTO - Mail Order/Telephone Order, an order where the member is not present, the card not presented or the Trade Slip not signed. g) Membership Fee is the Initial Set Up fee in Cash payable to BNL; h) Standby Status means the temporary suspension of Client's account from accepting T\$ and temporary removal of Client from BNL advertising and promotional materials i) Suspension is limiting the Client's account from all transactions; Authorization for purchase or sale will be denied to the Client. j) Trade Dollar or T\$ is an accounting unit to record the value of a trade; k) Trade Slip is the slip upon which the Buyer's and Seller's name and number and purchase amounts are recorded along with the Authorization Number obtained from BNL; l) Transaction is any trade of goods or services for Trade Dollars or Trade Dollars and Cash.

2. BNL is a trading exchange company, broker, clearing house and third party record keeper of barter transactions among its members. All transactions are between the buyer and the seller. BNL bears no responsibility for the quality or the delivery of any product or service traded.

Rules

3. Client agrees to abide by the Rules and Regulations of BNL as amended from time to time.

4. Each transaction denominated in Trade Dollars or in Trade Dollars and Cash between the client and BNL members or between the client and members of Affiliated Exchanges shall be commissionable.

5. Ownership of Trade dollars denotes the right to receive products or services available from other BNL members.

6. Client agrees to retain and protect a valid, signed and current membership card and to use the card in all transactions.

7. Client shall be solely responsible and liable for all charges made on the card. Additional cards can only be issued upon written instructions of the Client.

8. Client can only purchase to the maximum of the T\$ on account plus the Client's T\$ credit, if any.

9. BNL will grant credit in T\$ or advances of T\$ only after approval of a separate credit application. Client shall ensure that its account shall not be in an overdrawn state.

10. Client shall pay, forthwith upon demand, any overdrawn balances of T\$ or Cash, and authorizes BNL to debit credit cards on file for that amount in Cash on the basis of one Canadian dollar per one Trade dollar.

11. Client understands and acknowledges that although BNL is constantly attempting to increase members, services and goods, supply may be limited.

12. All transactions require the presentation of a signed current membership card, a signed trade slip and authorization by BNL of the transaction. MOTO transactions shall be noted on all Trade Slips.

13. The prices that Client offers to members shall not exceed its normal selling prices.

14. Client may request, upon fifteen (15) days written notice to BNL, that its account be placed upon Standby Status only if the Client's account is not overdrawn.

15. Client agrees that all sales for \$T are taxable and that sales taxes, where applicable, are to be collected and remitted.

16. BNL is not the agent of any Client in any Transaction and shall not be liable in any way whatsoever for the completion of any Transaction between BNL Members. BNL shall not be liable for the quality, timely delivery, warranty or disputes between Members. BNL will attempt to mediate disputes at no additional charge.

17. Client indemnifies BNL from any liability caused by the Client.

Disputes

18. Clients shall retain Trade Slips for not less than two years. Transactions for which there is no signed Trade Slip may be reversed at the sole discretion of BNL. MOTO Transactions may be reversed in the sole discretion of BNL within six (6) months of the date of the transaction.

19. Client agrees that should a transaction be completed where the membership card is not presented or is presented by a party other than a member, the transaction may be reversed and collection of the amounts owing would be the sole responsibility of the vendor.

Payments

20. Client agrees to provide a voided cheque or blank, signed credit card imprint and authorizes the processing of credit card transactions for the payment of Commissions or Fees. Client further agrees to provide a new blank, signed credit card imprint upon the expiry or cancellation of the credit card imprint on file.

21. For each Transaction the Trade Dollar component shall be posted to Client's account, for each sale, a credit, and for each purchase, a debit, shall be entered in the Client's account.

22. All Cash amounts owing to BNL are due on the 15th of the month following. Client authorizes BNL to debit Client's credit card or by Pre-Authorized Debit on the 20th of the month following for all Cash amounts owing.

23. Trade dollars may be used only within the BNL exchange and where permitted Affiliate Exchanges. The parties agree that Trade Dollars are not legal tender, securities or commodities and that the Client may not redeem Trade Dollars for Cash. BNL does not function as a bank; accounts held with BNL are not insured by any government or quasigovernmental authority.

24. Client shall pay BNL in Cash for any deficit of Trade Dollars in Client's account, at the rate of one Canadian dollar for one Trade dollar, upon demand.

25. BNL shall use its best efforts to accurately record Transactions between Members.

26. The Monthly Statement shall be deemed accurate unless Client, within 15 days of receipt, notifies BNL of discrepancies. Monthly Statements are subject to audit and correction of errors and omissions.

27. Client agrees to pay \$25.00 for returned cheques or declined pre-authorized debits, rejected credit card or credit card charge-back.

Suspension & Termination

28. BNL may place the Client's account in Suspension should Cash amounts owing not be paid by the 20th of the month following.

29. BNL or Client may terminate this Agreement upon thirty (30) days written notice and Client shall within sixty (60) days of notice spend all T\$ held by it. Any T\$ to Client's credit after the expiry of sixty (60) days shall be forfeited. Upon termination all BNL cards shall be returned to BNL. Should the Client's account be overdrawn, at the expiry of sixty (60) days, Client shall pay the amount of the overdraft in Cash.

30. All obligations of the Client and Client's indemnification of BNL shall survive termination of this Agreement.

31. BNL in its sole discretion may terminate forthwith or place a Client's account into Suspension upon receipt of complaints of poor service, overcharging, breach of this Agreement or for any other reasonable cause.

Other Provisions

32. BNL may amend this Agreement by notice in writing to Client or by publishing amendments in bulletins or directories or BNL's web-site. Retention or use of the BNL card constitutes acceptance of the Agreement, as amended.

33. Notice to BNL shall be sent to BNL at 70 Dufflaw Road, Suite 201, Toronto, ON M6A 2W4 or to such successor address as BNL may announce to members. Notice to Client may be sent by any means reasonably calculated to provide adequate notice, including by electronic mail.

34. Membership is not transferrable without the prior written consent of BNL.

35. Client agrees to pay all reasonable collection costs, lawyer's fees, court costs and pretrial interest at twelve (12%) per cent per annum.

36. This Agreement binds the parties and their respective heirs, executors, successors and assigns.

37. This Agreement shall be governed by the laws of the Province of Ontario and the applicable laws of Canada and the parties agree that the courts of the Province of Ontario in the City of Toronto shall determine any dispute relating to this Agreement.

38. Time is of the essence.

39. If any part of this Agreement is held to be invalid or unenforceable, that part shall not be deemed invalid or unenforceable in any other jurisdiction, and the remainder of this Agreement shall be valid and enforceable.

40. The failure of a party to exercise any right given to the party under this Agreement, or to insist upon strict compliance with any obligation, shall not constitute a future waiver of that right or a waiver of any other right under this Agreement.

1. Each of the parties acknowledge receipt of a signed copy of this Agreement.

41. This Agreement may be executed in two or more counterparts, and every party executing a counterpart shall be deemed to be a party to this Agreement to the same extent as if the signatures of all parties were set out on the same copy of the Agreement. The parties agree to the utilization of facsimile or electronic transmissions and signatures.

GUARANTOR

42. In consideration of the extension of membership and the sum of one (\$1.00) dollar the Guarantor covenants with BNL that the Client shall duly perform and observe each condition of this Agreement including the payment of all amounts to be paid on the days and at the times and in the manner herein specified, and that if any default be made by the Client, the Guarantor shall forthwith pay to BNL on demand such amounts due and all damages that may arise in consequence of the breach of any of the terms of this Agreement.

43. The Guarantor is jointly and severally bound with the Client for the fulfillment of all obligations of the Client. In the enforcement of its rights BNL may proceed against the Guarantor as if the Guarantor were named Client.

44. The Guarantor hereby waives any right to require BNL to proceed against the Client or to proceed against or to exhaust any security held from the Client or to pursue any other remedy whatsoever which may be available to BNL before proceeding against the Guarantor.

45. The applicant agrees to pay the initial set up fee of \$399.00 plus taxes, and a 5% cash fee on all sales and a 5% cash fee on all purchases when the said fees are paid through a credit card or pre-authorized payment. Fees are charged on the gross amount of the transaction after taxes. Transaction fees are 7% on all sales and purchases if you have not opted to pay said fees due, either through credit card or pre-authorized payment. All fees for purchases or sales are billed monthly and to be paid by the 20th of the following month that the bill is forwarded. The applicant further agrees to pay a monthly maintenance fee of \$10.00 cash and \$10.00 trade per month compounded monthly, 12% (annually) on all overdrawn amounts. It is understood the client's credit card or bank account will be charged for the cash fees if payment is not received by the due date of the billing month. The applicant agrees, acknowledges and authorizes the use of the credit cards or pre-authorized bank account deductions above noted for payment of any and all outstanding fees, charges, and account balances at any time. Barter Network Ltd. requires 30 day written notice of intent to cancel memberships in Barter Network Ltd. All fees and charges, including but not limited to the initial set up fee, are in payment for services rendered in processing clients into the trade exchange, maintaining records and facilitating the client's use of the exchange. It is understood that this agreement will become effective when signed by client/applicant and an officer of Barter Network Ltd.

(Signature of applicant)