TBC # _____

PLAN _____

SALES _____

The Barter Company

1275 Shiloh Road
Suite 2010 • Kennesaw, GA 30144
(770) 591-4343 • (770) 591-4602

Client Application

Business Name _____ Phone (_____) _____

Business Location _____ Fax (_____) _____

City _____ State _____ Zip _____ Internet Address _____

Mailing Address (if different) _____

Principal (Owner, Officer, etc.) _____ Home Phone (_____) _____

Home Address _____ E-Mail Address: _____

Type of Business [ ] Corporation [ ] Partnership [ ] Proprietorship

Principal Contact _____ Cell Phone Number (_____) _____

Year Business Started _____ Fed. Tax # (Corp) or S.S.# (Ind) _____

Business Bank _____ Account # _____

Location _____

This applicant requests that THE BARTER COMPANY, INC. (TBC) open an account for the business listed on this application. The applicant shall be bound by the terms and conditions (as stated on the reverse of this page), the rules and regulations, and monthly fees of TBC in effect at this date and as amended in the future.

Client Sign-Up Fee	$ 395
Transaction Fee %	7.5%
Monthly Accounting Fee	$10 Cash, $10 Trade

_____
Initials

❑ Enroll me into TBC's Exclusive Reward Program

Please issue client card(s) to: _____ _____

_____ _____

Products and/or services available for barter: _____

_____

_____

_____

Trade References: 1) _____ Phone: _____

2) _____ Phone: _____

Credit Card Pre-authorization. Circle one: VISA MC AMEX

I agree to The Barter Company Terms and Conditions, and that all initial and monthly fees to TBC may be automatically charged to my credit card as indicated:

Name on Card _____ Card Number _____ Expires _____

APPLICANT	**THE BARTER COMPANY, INC.**
_____	_____
Business Name	Service Representative
_____	_____
Authorized Signature/Guarantor Date	Authorized Officer
_____	_____
Social Security Number	Date of Acceptance

TERMS AND CONDITIONS

1. **GOODS AND SERVICES**: For the purposes of this agreement, the applicant business is called client and The Barter Company, Inc., is called "TBC." TBC shall make reasonable efforts to administer trade among clients, but does not guarantee that any particular client will abide by the terms of the client's agreement or the Rules and Regulations of TBC. The client agrees and understands that TBC is a service organization whose purpose is to direct members to each other for trading. TBC shall bear no responsibility for the quality and condition of goods and services. The selling client is obligated to stand behind its goods and services as with any business transaction, and the purchasing client shall have no claim or grievance against TBC for the failure of any other client or clients to deliver goods or services or any other claims of any kind, in tort or contract, against another client. The injured client's sole remedy and recourse shall be against the selling client. Additional subaccounts may be set up for an additional fee: $100 per business & $50 per employee account.

2. **RELATIONSHIP WITH OTHER CLIENTS**. A TBC client shall immediately identify himself/herself as a TBC client upon initially contacting any other client for the purpose of purchasing goods and/or services. Each client shall treat the other client in the same manner, with the same professionalism, and with the same priority as any business customer. All trades with other TBC members must be done through the exchange.

3. **PRICING**: Client shall sell all its goods and/or services at the same retail price as client charges to the general public. All goods and services shall be sold at 100% trade (TBC) unless previous written approval is arranged through TBC office.

4. **TRADING PROCEDURES**: Upon making a purchase, the purchaser shall present TBC CLIENT CARD with a valid expiration date to the seller who shall call TBC to verify the client's account status and obtain an authorization code for the amount of the transaction. AN AUTHORIZATION CODE IS REQUIRED ON ALL TRANSACTIONS. Any transaction disputes must be submitted in writing to TBC, by certified return receipt mail, within 30 days of the disputed billing, otherwise all transactions will be valid. In your letter give us the following information: your account number, the amount of the suspected error, description of the error, and an explanation. TBC will acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was sent.

5. **APPROVAL OF TRANSACTIONS**: TBC, at its option, may place a temporary freeze on a client's account expenditures when TBC, in its sole discretion, determines that the client is insolvent, or likely to become insolvent, or is or has become a serious credit risk, or the client has failed or refused to abide by TBC Rules and Regulations.

6. **CLIENT ACCOUNT CANCELLATION**: TBC and/or the client has the option to cancel the client's TBC account at any time by a thirty (30) day written notice to the other. Written notice shall be directed to TBC at the address on the front portion of this agreement. If a positive trade balance exists in the client's account, TBC will require that the cash service fee be paid in advance by the client for this trade balance and that the trade balance be spent out of the client's account. If a negative trade balance exists in the client's account, TBC will require that the client pay the balance immediately in cash. The client agrees that any action brought by either TBC or the client to enforce or construe any term of this agreement or arising out of any trade transaction by or with the client, must be brought in Cobb County, Georgia.

7. **GUARANTY:** If the client is a corporation, the person executing this application and agreement, to induce the granting of credit to the client, does guarantee the debt personally and does waive any necessity of TBC to proceed with its claim against the corporation, either first or concurrently, as a condition precedent to bringing any action against the person or persons executing this application and agreement.

8. **FEES AND BILLING**: Charges billed on monthly statements or "other cash or trade charges" shall be automatically charged to the credit or charge card indicated on the application, if not paid within ten (10) days after the receipt of the monthly statement or "account cancellation." If the charges are denied or the card expires, the client must give TBC a new card or expiration date within 10 days or a $10.00 additional fee will be charged per month in cash and trade.

   - Transaction Service Fee: This fee is charged to the client based upon transactions made with other TBC clients and is calculated at 7.5% cash for each purchase or sale transaction. This fee is payable on all trade and any cash portion of any transaction. Purchases in excess of $1000 may require cash fees to be paid in advance. There will be a $5 per day booking fee charged for making out of town reservations. Reservations cannot be cancelled and no refunds will be given.
   - Account Administration Fee: This fee is an administration fee charged to each client in the amount of: $10 per month cash and $10 per month in trade credits and $20 per month cash and $20 per month in trade credits if cash fees go beyond 30 days past due.
   - Interest Charges: An additional 0.83% monthly fee (APR 10%) in trade dollars shall be charged to the account for a deficit balance in the trade portion of the account. 1.5% monthly fee (APR 18%) in cash shall be charged on the account for any past due cash fees due on the account.
   - Trade dollar fees due shall be automatically deducted from the client's account, the client's account frozen and no trade dollars shall be spent until the cash fees are paid in full.
   - In the event of collection pursuant to this agreement, client agrees to additionally pay attorney's fees and expenses in the amount of 15% of the amount owed and all amounts owed hereunder will accrue interest 18%, per annum on unpaid balance.

9. **IDENTITY**: The client shall defend, indemnify, and hold TBC, its agents, officers, directors and employees, harmless from any and all loss, expense and damages, including, but not limited to, actual attorney's fees, court costs and litigation expenses, paid or incurred as a result of TBC's relationship with the client as well as "collection costs," actual attorney's fees, court costs and litigation expenses related to the neglect or refusal of the client to comply with the Application and/or TBC's Terms and Conditions (current or as amended or supplemented). The current and effective Terms and Conditions are printed on the back of the most recent revision of Client Application. Additionally they are available to the client upon request.

10. **GENERAL**: This agreement cannot be assigned, transferred, or sold without prior written consent of an official of TBC and is binding upon the heirs, successors, assigns, and administrators of the client business and guarantor. This agreement cannot be amended verbally; any exceptions to the agreement shall be in writing from an authorized representative of TBC.

    - Should THE BARTER COMPANY, INC. fail to offer $1,000 in business for the applicant within one (1) year of the date of this contract, the retainer will be returned to the client.