Crescent City Trade Exchange, Inc.

Phone: 504-482-9000 Fax: 504-482-1550

Account #_____

Legal Name of Business_____

Federal Taxpayer ID Number_____Sole Owner_____Partnership_____Corporation_____

Doing Business As_____

Address_____City_____State_____Zip_____

Bus. Phone_____ Bus. Fax _____ Cell _____ Res. Phone _____

E-Mail _____Website_____

President/Owner/Partner_____Title_____

Home Address_____City_____State_____Zip_____

Goods & Services Available at 100% Trade_____

Trade Contact Person_____ Trade Limits_____

Who referred you to The Crescent City Trade Exchange? _____

1. Member agrees to abide by the existing rules and regulations of CCTE and understands that the Rules, Regulations and Procedures are part of this Membership Agreement.
2. Statements on member's trading activity reflecting all sales and purchases are computed monthly and will show dollar balance and service charges. Cash service charges are payable through the Cash Reserve Deposit.
3. Fee Plan (Check One):

_____Plan A (High Volume)
a. Initiation Fees $489.00 trade dollars
b. Monthly Dues $12 cash & $12 trade
c. Service Fees: 12% in cash on purchases only

(or)

_____Plan B (Low Volume)
a. No Initiation Fees
b. No Monthly Dues
c. Service Fees: 14% in cash on purchases only

_____CASH RESERVE DEPOSIT – Member agrees to pay a cash transaction fee based on the gross value of each purchase from other Members. This transaction fee is processed in the web-based accounting system, *QuikTrade*, through a Member controlled Cash Reserve Account (CRA).

4. Member and/or CCTE have the option to cancel this agreement as specified on the reverse side of this agreement.
5. In the event of and breach of agreement by Member, Member agrees to pay reasonable attorney fees, court costs, collection costs and interest.
6. This agreement cannot be assigned, transferred, or sold without prior written consent of CCTE and is binding upon heirs, successors, assigns, and administrators of Member.
7. Overdrafts may be available upon CCTE approval. This overdraft privilege, if used, will constitute a debt to the system.
8. CCTE shall bring Member new business during initial 12 month period, or return initiation fees.
9. The names listed below are authorized users of the Member's trade account.
10. The above information is true and correct to the best of my knowledge.

_____I have read and agree to the Trading Rules, Regulations and Procedures

SIGNATURE_____ TITLE_____ DATE_____

Card Name_____ Card Name_____

Card Name_____ Card Name_____

www.crescentcitytrade.com

National Association of Trade Exchanges
Barter Association National Currency

Louisiana Restaurant Association
Better Business Bureau

TRADING RULES, REGULATIONS AND PROCEDURES

1. Members will sell goods and/or services for 100% trade at their prevailing non-discounted retail prices, to other Members in good standing, up to their trade ceiling. Members may submit in writing requests for consideration of a surcharge to be applied to sales or products that have an abnormally low margin of profit. Written requests must contain sufficient documentation and evidence to fully substantiate the request. The decision of the CTTE , in respect to such requests, will be final.
2. Trade transactions between Members are entered into on a voluntary basis. CCTE bears no responsibility for the quality of the products or services, timely delivery, prices, warranties, or any problems that arise from the transaction. Disputes between Members may be arbitrated by CCTE upon request of either Member in the dispute. Any dispute between members shall have no effect on the indebtedness due to the CCTE. Any refunds and/or adjustments will be made by means of a credit voucher signed by seller and upon receipt by the CCTE will be reflected in the monthly statement.
3. All purchases must be approved by the CCTE prior to the sales and have a purchase authorization number assigned to each transaction. Purchases by Members, partners the Exchange, and Exchange personnel will be limited to the buyer's current trade balance unless prior arrangements have been approved and authorized by an Officer of the CCTE. Members agree that such authorization is given to CCTE, its partners and Officers. Such authorization will be granted when it is considered in the best interest of the Exchange. A financial statement, promissory note, or equivalent collateral may be required by the CCTE prior to approval. Only by separate agreement or approval by the CCTE will a Member be granted an extension of its already designated line of credit.
4. Members wishing to make a trade purchase must call the Exchange prior to each and every purchase. The Exchange reserves the right to decline to issue a purchase authorization when prior clearance to trade was not sought by the buyer, when the buyer had insufficient credits to make the purchase, or when the transaction is disputed by either party. Members that circumvent these procedures and rules while trading with other Exchange Members are subject to permanent cancellation of membership and/or payment of transaction fees on circumvented trades, at CCTE's option.

5A. A Member may cancel his/her membership in the CCTE at any time without cause by giving written notice of cancellation. Effective date of cancellation will be the date of receipt of cancellation by the Exchange. When canceling membership, the Member shall pay all fees or charges due or yet to become due to the CCTE. Members will have ninety (90) days from receipt by the Exchange of notice of cancellation to zero balance its trade credits account by making offsetting sales to Members in good standing. At the end of ninety (90) days, all debit balances shall be paid in cash. Any credit balances shall become the property of CCTE.

5B. CCTE may cancel a Member's membership at any time with cause by giving written notice to Member, at which time all fees or charges whether due or yet to become due will immediately become due and payable in cash. At the discretion of CCTE, Member shall have ninety (90) days from effective dates of cancellation to zero balance its trade credits account with offsetting sales to Members in good standing. At the end of ninety (90) days any debit balances shall be paid in cash. Any credit balances shall become the property of CCTE. Cause shall mean a breach of any of the covenants contained in the Agreement.

6. Seller must post sales to their *QuikTrade* account to that the buyer and seller accounts may be maintained in a current status. The seller is responsible for acquiring the purchase authorization number and securing the signature of the buyer on the purchase order. Purchase orders received by the Exchange without the buyer's signature and/or an authorization number, may be returned to the seller for appropriate action. The seller in all instances will furnish all expertise required and must include sales and excise taxes, as appropriate, and all other charges pertinent to the purchase.
7. Members must report to the Exchange any discrepancies in their monthly statement within fourteen (14) days of receipt; otherwise statement will be deemed correct.
8. Trade credits are not intended, nor should they be considered to be legal tender or a form of securities. Members are advised that transactions involving trade credits are generally treated as taxable events for federal, state, and local tax purposes. Members should consult their tax advisors for appropriate tax treatment. CCTE will issue a 1099-B report at the end of each calendar year.
9. CCTE trade identification cards are not transferable and are to remain the property of the CCTE and as such may be canceled and the privileges thereof revoked at any time by CCTE, with cause, and all CCTE cards issued shall be surrendered to the CCTE or its agent on demand.
10. In the event of a breach of the Membership Application and Agreement or these Trading Rules, Regulations and Procedures, CCTE may, in addition to all its other rights, do one or more of the following:
    A. Cancel or suspend privileges of membership and/or demand payment in full of debit balances in cash.
    B. Notify other Members that they are no longer to trade through CCTE with the defaulting Member.
    C. Require that all, or a portion of the Member's cash fees be paid in advance.
11. CCTE reserves the right to add, change or delete any rules, should such changes, additions or deletions be to the benefit of the Trade Exchange System. CCTE shall give ten (10) days written notice of such changes, additions or deletions. Acceptance thereof by Member will be effected, whether in writing, or by failure to give the Exchange written notice of objection within ten (10) days.
12. In the event the Barter system of the CCTE terminates, or ceases to do business, or ceases to exist or function, all Members in a debit position with respect to their trade balance, that is – owing trade dollars (one trade dollar being equal and equivalent for these purposes, to one dollar in cash in U.S. currency) will contribute that amount of cash into a fund. The fund, less expenses, will be distributed pro rata to all Members who are in a credit position with respect to their trade balance. Thus, all Members in a credit position will receive cash for their trade dollars to the extent the fund permits. CCTE shall not be liable to any Member in a trade dollar credit position for cash or trade dollars beyond the distribution of such fund aforementioned.
13. Members agree to abide by these Trading Rules, Regulations and Procedures and the Membership Application and Agreement.
14. Throughout this agreement the word "Exchange" refers to the Crescent City Trade Exchange, Inc.

www.crescentcitytrade.com