



We Trade Network Membership Agreement

Referred by: _____

| | | |
|--------------------------------------|---|-----------------------|
| _____ | _____ | _____ |
| CORP.NAME/OWNER (As reported to IRS) | BUSINESS NAME (DBA) <small>☐Sole Proprietor ☐Corporation ☐Partnership ☐Limited Partnership</small> | FEDERAL TAXID.#/S.S.# |
| _____ | _____ | _____ |
| CONTACT PERSON | BUSINESS PHONE | CELL PHONE |
| _____ | _____ | _____ |
| BUSINESS MAILING ADDRESS | CITY/STATE/ZIP | EMAIL |
| _____ | _____ | _____ |
| BUSINESS PHYSICAL ADDRESS | CITY/STATE/ZIP | WEB ADDRESS |
| _____ | _____ | _____ |
| PRINCIPAL NAME | PRINCIPAL HOME ADDRESS | PRINCIPAL HOME PHONE |

The above corporation or owner hereafter referred to as "Member" applies for an account with We Trade Network hereafter referred to as WTN, for the purpose of trading their products and services with other WTN Members. As a Member of WTN, Member agrees:

- To offer products and services to other WTN Members for trade dollars at regular prevailing prices, with the same warranties, guarantees and level of service given to regular cash customers. Exceptions to the 100% trade rule can be made for individual sales over \$5000 or for special order non-stock items.
 - Member will not arbitrarily refuse trade sales. If member wishes to suspend acceptance of trade dollars, they will contact the WTN office to have their account status changed.
 - WTN assumes no responsibility for the quality, timely delivery, warranty or dispute of any nature between WTN exchange Members with regard to any product or service being traded. WTN Members should exercise the same due diligence prior to entering a trade transaction as an ordinary cash transaction. WTN is functioning in a brokerage capacity and each WTN Member does hereby indemnify and hold WTN harmless with respect to any claim arising out of any trade transaction.
- FEES
- To pay WTN the following transaction fees:
With auto-pay and in good standing:
5.5% in cash of the total of each purchase;
5.5% in cash of the total of each sale;
If member does not use auto-pay, or account has become past due, fees will be adjusted as follows:
6.5% in cash of the total of each purchase;
6.5% in cash of the total of each sale;
 - To pay WTN \$15 trade dollar monthly fee each month. This fee will begin after the Member has earned \$300 in trade sales.
 - To pay WTN an interest charge of 6% APR in trade on any negative trade balance. Trade funds from this fee shall be deposited in a bad debt reserve fund to offset losses in the WTN system.
 - A service cash charge of 1% per month will be assessed on all delinquent cash fees owed. Fees are assessed at the beginning of the month and are considered delinquent if not paid by the end of the calendar month.
 - Member may cancel their account at any time by notifying the WTN office. Any outstanding negative trade balance must be paid with something of equivalent value as determined by WTN.
 - WTN may, at its sole discretion modify, amend or change this agreement in any way WTN deems necessary, provided the changes and policies are reasonably uniform between the Members. WTN shall notify the Members of any material changes to the program in writing thirty (30) days prior to the effective date and any transaction within the trade network after the notice was given shall constitute Participants acceptance.
 - To otherwise abide by and adhere to the accompanying "Trade Rules and Regulations" [that are attached hereto made a part of this agreement].
 - It is understood and acknowledged that this agreement and the "Trade Rules and Regulations" constitute the entire agreement between parties and shall be binding upon the Member and the heirs, successors, personal representatives and assigns of the Member.
 - Both parties have the right, power and authority to enter into this agreement and to consummate the transactions contemplated hereby.

I certify that the information provided on this form is true and complete:

| | | | |
|--------------|-------|-------|-----------|
| _____ | _____ | _____ | _____ |
| Printed name | Title | Date | Signature |

If Corporation or LLC I understand that I am also personally responsible for this agreement: _____

Win-Win Solutions, Inc. DBA
 We Trade Network
 127 N. Higgins, Suite 201
 Missoula MT 59802
 406-543-9999
 406-883-5022 cell
 Www.WeTradeNetwork.com
 E-mail: info@WeTradeNetwork.com

| | |
|-------------------------------|----------------|
| Credit Line Requested _____ | Approved _____ |
| Account Number _____ | |
| We Trade Representative _____ | Date _____ |
| We Trade Officer _____ | Date _____ |

Trade Rules and Regulations

1) General Etiquette

We Trade Network requests of its entire membership that it honor the respectful environment in which we do business. We encourage mutually beneficial trade and generosity and ask that all sellers treat trade patrons with the courtesy and respect they would hope to encounter as a buyer. We also ask that all buyers extend the courtesy of announcing themselves as We Trade Network members to the seller BEFORE making a purchase.

2) Nature of the Parties

WTN is a trading company that also acts as a clearinghouse and third-party record keeper of trade transactions among its Members, who are business owners and professionals who contract with WTN to organize and facilitate trade of their goods and services with each other.

3) Brokerage Function

WTN serves in a brokerage capacity in organizing and facilitating trades among Members. WTN will use its best efforts to broker the trade dollars or Members into goods or services, to accurately record trades, and to administer these Rules in accordance with its terms. 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 WTN is not the agent of any Member, nor is it the guarantor of any trade or trade dollar.

4) Nature of Trade Dollars

A "trade" is a barter purchase or sale of goods and/or services whereby payment is made in trade dollars deducted from the Buyer's account and posted to the Seller's account pursuant to these Rules and Regulations. A trade dollar is an accounting unit used to record the value of trades. Ownership of trade dollars denotes the right to receive goods or services available within the WTN system. They will not be considered legal tender, securities, or commodities. They may not be redeemed for cash. WTN disclaims responsibility for the negotiability of trade dollars or for the availability of any particular goods or services from any source.

5) Credit Line Procedures

- a. Members acknowledge, consent and grant to WTN the right and power to regulate and control the number of outstanding trade dollars with the exchange system, and to administer credit extension policies for Members as stipulated in this agreement.
- b. Member may be offered a credit line. If a member has a negative trade balance, the balance must be repaid with acceptable products or services or a payment of equivalent value, as determined by WTN, upon closure of the account. In the event the member's account is terminated, WTN retains complete reservation of rights to recover member's deficit trade balance on behalf of the membership. WTN does not extend credit. Credit is extended by the members of the network collectively and this function is administered by WTN.
- c. Member acknowledges that trade dollars in the barter system (positive balances) are the liabilities of Members who have spent more than their earnings (negative balances); that there is a creditor/debtor relationship between such persons, and that trade transactions incur the normal business risks associated with any credit transaction. As a general rule, trade dollars are the liabilities of members who owe the barter system, and not of WTN, which is solely liable for its own indebtedness.
- d. WTN is authorized to establish a bad debt reserve fund by charging all accounts on a regular basis an amount in trade dollars to be paid into such fund. Any positive balances abandoned or surrendered by former members in accordance with the rules may also be paid into the reserve fund. For any month that the credit line is used, there will be a Trade Dollar fee, as stipulated in Member's contract, to be paid into the reserve fund.
- e. Member must bring his account to a minimum of a zero balance at least once a year. Members grant to WTN the right and power to make trade dollar loans to any member on terms and conditions consistent with member's creditworthiness and ability to repay. The exercise of this power shall be at the sole discretion of WTN management with regard to principal, interest, terms and conditions, lending policy and other particulars. WTN is under no obligation to extend credit at any time. WTN will use its best efforts to insure timely repayments of principal and interest, appropriate collateralization and perfection of security interest in all loans.

6) Sales and Purchases

- a. When a transaction is completed, seller must process the transaction either online, or via a phone app provided by WTN. Both buyer and seller receive an email acknowledging the transaction. If errors are detected, the sale is cancelled, or refunds are required, the WTN office must be alerted to process these changes. Funds are transferred at the time of authorization from the buyer to the seller's account. After 30 days from the date of the statement containing the transaction, sale will be deemed accurate and valid.
- b. It is the seller's responsibility to obtain an authorization for all transactions. Seller accepts responsibility for collection of funds if an authorization number is not obtained at the time of sale.
- c. A Member's purchases will not be authorized if the Member has insufficient Trade Dollars or credit line; or is delinquent in paying cash fees.
- d. Products and/or services are to be traded at the same price as normally offered for cash. Sales prices and wholesale pricing is available at the seller's discretion.
- e. Members should not expect to find items with an extremely low profit margin such as groceries, gas or electronics on the exchange.
- f. All transactions for members listed in the We Trade directory are to be at 100% trade for labor and in-stock inventory. Exceptions may be made for individual sales over \$5000 or special orders. Members selling to members of other barter companies agree to accept 100% trade for all transactions no matter the price. These members will have special consideration in spending with other barter companies at 100% trade.
- g. Violation of the pricing policies is grounds for cancellation.
- h. Direct trade between the members, bypassing WTN fees, is forbidden, and is grounds for cancellation.

7) Taxes

Member is responsible for including trade sales as part of gross income reported to state and federal agencies. WTN is required to report all trade sales on form 1099B to the IRS and the state of Montana. Member must notify WTN of any changes in Federal Tax ID number or Social Security number prior to December 31 in the year of change. WTN will send each member a 1099B with the amount of sales for the year.

8) Fees

- a. Fees will be charged as per the Member's contract. Trade fees are assessed at the time of the transaction. Cash fees are assessed at the end of the calendar month. If cash service fees are not received by the last day of the month in which they are billed, purchases on that account will not authorize until all fees are paid.
- b. If an account becomes past due, or automatic payments fail to authorize, the transaction fee will be increased as per the Member contract.
- c. Fees charged to a credit or debit card that cannot be authorized must be paid by the end of the month or the account will be removed from the auto-pay plan and will be charged the appropriate fees.
- d. Member may return to the auto-pay rate by providing a valid debit or credit card to be auto charged each month.
- e. As per the Member contract, a late fee may be assessed on all outstanding cash balances.
- f. WTN will charge an NSF charge is \$30 cash per occurrence for checks returned for non-sufficient funds by member's bank.
- g. Accounts that are chronically past-due (3 times in a 6 month period) may be turned over to collection. Continued past-due status accounts may be closed.

9) Cancellation or Abandonment of Account

- a. Member may cancel at any time by submitting request in writing to WTN. Members with positive balances will be requested to pre-pay the transaction fee on the amount in their account, and within 90 days spend their account until it reaches zero. Members with negative balances will need to make barter sales to make up the negative account balance or pay that amount in a payment with equivalent value as determined by WTN. Monthly trade fees will continue during spend-out period of 90 days.
- b. If WTN cancels a membership for violation of policies, or for any reason, member must spend a positive balance immediately. Members with negative balances must make them good immediately.
- c. If WTN is not able to contact a member for a period of 6 months by reasonable means, the account will be considered to be abandoned. At the end of six months, positive balances will be transferred to the Reserve Fund.

10) Disputes

Should a dispute arise between members, all normal means of remedy in the cash economy exist with WTN. Any claim arising out of, or related to, this agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. This agreement is governed by laws of the state of Montana.

11) Severability

Each and every term and provision contained in this Agreement and Trading Rules and Regulations is severable from every other term and provision therein. If any such term or provision should be judged invalid, illegal or unenforceable it shall not affect the validity, legality or enforceability of the remainder of any other term or provision. The remainder shall remain valid, legal, enforceable and in full force and effect.

12) Advertising

Unless otherwise stipulated between parties to this Agreement, Member authorizes WTN to notify and advertise to other Members the availability of Member's products or services.

13) Tips and Gratuities

All tips or gratuities shall be paid in cash at the time and place of purchase by the buying Member.

14) No Waiver of Right

WTN's failure or delay in exercising any right shall not operate as a waiver thereof, and any single or partial exercise of a right shall not preclude any other or further exercise of any right.

15) Dissolution

In the event that the WTN barter system terminates or otherwise ceases to do business, all Members in a negative trade position shall pay amounts they owe in cash (one trade dollar being equal to one dollar in cash in U. S. currency) into a fund. The fund, less expenses, plus inventory on hand will be distributed pro rata to all Members who are in a positive trade dollar position. Thus, all Members in a positive position will receive cash for their trade dollars to the extent that funds permit. WTN shall not be liable to any Members for cash or trade dollars beyond the distribution of such funds as aforesaid.

16) Joint and Separate Liability

Upon acceptance of this Agreement and opening of an account is Member by WTN, the Member and individual signing for the Member hereby assume joint and separate responsibility for all purchases and fees as outlined in this Agreement, and the individual signing on behalf of a corporation agrees to guarantee and be personally liable for full performance by said corporation of this Agreement.

- 17) This agreement is governed by the laws of the State of Montana.