



# **B2B TRADE PARTNERS, INC.**

## **Membership Agreement**

I/We, \_\_\_\_\_ (Business Name), hereafter called "Member", in exchange for being granted membership in the B2B Trade Partners, Inc. member trade exchange ("Exchange") and thereby the privilege of trading goods and services with other members of Exchange, hereby agrees to the following:

1. Pay upon execution hereof an initial enrollment charge of \$300.00 as dues for the one (1) year period commencing on the date hereof. Unless terminated by written notice in accordance herewith at least 30 days prior to the expiration of the then-current one-year period, annual renewal fees of \$200 Trade will be automatically deducted from Members' account on each anniversary date hereof.
2. Pay to the Exchange a cash transaction fee of 10% 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).
3. **Read and abide by the following Exchange Rules and Regulations:**
  - A. All purchases are to be paid through Exchange and as directed by Exchange. Each Member shall furnish all products and/or services at regular, prevailing prices to other members of Exchange in good standing for 100% Trade Dollars (i.e., the dollar value of goods and services provided to Exchange or its members as determined by Exchange in its sole discretion) unless pre-approved by Exchange.
  - B. Purchases by Members will be limited to the amount of Trade Dollars accrued to their account balance and/or a credit line established and approved by Exchange.
  - C. Credit for sales shall register to Members' account immediately upon entry and approval of transaction via *QuikTrade*. *QuikTrade* will not allow transactions that surpass established credit thresholds or without adequate funds in the CRA to pay the associated transaction fee.
  - D. Exchange or the Member, upon request and for any reason, may invoke a "Standby" status, temporarily suspending selling capability, except that Member may not invoke such status when his/her/its account is in the deficit.
  - E. All equipment provided to the Member for the purpose of utilizing *QuikTrade* is the property of **Trade Authority, LLC** and leased through the Exchange and must be returned to Exchange if membership is ever terminated. The member is responsible for any loss, theft, or damage that may occur as a result of non-standard use.
  - F. Trade Dollars shall be considered as legal tender, securities, or commodities by either Exchange or its Members and may not be converted to cash except as provided for in Exchange policies and procedures.
  - G. Memberships may not be transferred or sold without written Exchange approval.
  - H. Members will earn \$100 in Trade Dollars for each new Member sponsored.
  - I. Trade transactions are entered into on a voluntary basis. Exchange is not responsible for quality, timely delivery, timely payment, warranties or other problems which arise with respect to goods and services traded by Members or Exchange, and Member hereby releases Exchange from any and all current and future claims against Exchange, its officers, directors, employees and shareholders arising from or related to the foregoing.
  - J. The declaration and reporting of all local, state and federal taxes resulting from trade transactions rests solely with the Member.
  - K. Exchange is authorized to suspend any or all activity of Members who fail to adhere to established policies and procedures or for any other reason in the discretion of the Exchange.
  - L. Member or Exchange may cancel this agreement at any time for any reason after a 30-day written notice to the address hereon or as provided in the Member's application form (as the case may be), and Member's membership shall automatically terminate as of the 30<sup>th</sup> day following the date of such notice. Any outstanding balance due Exchange must be paid in full by Member within 30 days of such termination date, either in goods and services acceptable to Exchange in its discretion or in cash. In the event the foregoing obligation remains unpaid after such 30-day period and is referred to an attorney, Member agrees to pay interest on such past due amount at the rate of ten percent (10%) per annum as well as reasonable attorney's fees incurred by Exchange.
  - K. This Membership Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

[SIGNATURES ON FOLLOWING PAGE]

Understood and agreed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**MEMBER:** \_\_\_\_\_

Member Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXCHANGE: B2B Trade Partners, Inc.**

Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned Guarantor affirms that he/she is an owner/officer/agent of the Member and will receive direct financial and other benefit from Member's membership in the Exchange, and acknowledges that the setup of Applicant's account is conditioned upon the personal guarantee by the Guarantor for the payment of debt incurred hereunder and the Guarantor hereby personally and unconditionally guarantees payment of any debt incurred by Member hereunder. Such guaranty shall not be subject to any counterclaim, set-off, reduction or defense based on any claim that Guarantor may have against Exchange. Guarantor covenants and agrees to pay to Exchange on demand all reasonable costs incurred by Exchange in enforcing this guaranty (including, without limitation, reasonable attorneys' fees and expenses).

Guarantor's name: (First) \_\_\_\_\_ (MI) \_\_\_\_\_ (Last) \_\_\_\_\_ SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Guarantor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.