

2008 IRTA Membership Application

140 Metro Park · Rochester, New York 14623 U.S.A.
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The IRTA mission is to uphold the highest standards of barter exchange practice globally. IRTA membership means that you have been accepted to associate with a successful, respected group of professionals who are committed to raising the value and perception of barter to business communities worldwide through their efforts as a business owner and association member. In so doing, every IRTA member is expected to uphold the IRTA Code of Ethics in all business practices and participate in furthering the mission of IRTA.

Your Company Name

Company Address

City/State or Province/Zip/Country

Company Tax ID #: _____
(or equivalent for your area)

Website : _____

Chapter* (see definition below)

Membership Type (see definitions on page 4)

Name and Title of Responsible Official

Phone

Fax

E-mail (important to receive vital information)

Current IRTA member reference (company and contact name)

Social Security # of Responsible Official
(or country equivalent for our area)

Please tell us who told you about IRTA: _____

***Chapter Member:** Those companies and licensees that conduct barter transactions as their primary business or individuals, partnerships, corporations and firms that provide services, support or counseling to the barter industry as their primary business and are located within the geographic territory of an IRTA chapter. The company is not entitled to membership unless the membership application has first been accepted by the chapter organization in which the company's headquarters reside. Current chapters include: North American (IRTA-NA), Europe (IRTA-EU), and Australasia (IRTA-A). **At-Large Member:** A member in this classification is located in a geography where there is no chapter. Therefore, your immediate membership will be considered "At Large". A member in this classification who meets the member requirements may be assigned to a chapter and has one vote in the chapter to which they are assigned.

Each of the following four questions must be answered in full:

1. In the space below, list the names, titles, and addresses of each owner, 10% or more stockholder, officer and director of the company. If any of these were affiliated during the preceding 10 years with a) another barter company, or b) a bankrupt company, state the name of the company and the nature of the relationship. If any of these have a trade account with the applicant company, state the current balance in the account and the amount of any outstanding trade credit loan to that person or company.
2. Have the owners, operators or directors of the applicant been convicted of a felony?
___Yes ___No If yes, explain using a separate sheet.
3. Have the owners, operators, officer or directors of the applicant entered into a consent order or decree, or been convicted or found in violation of applicable local, state or federal laws or regulations involving a) fraud or b) securities violations or c) franchising violations in the performance of barter or trade activities or other endeavors?
___Yes ___No If yes, explain using a separate sheet.
4. At the present time, is the owner, operator or any officer of the applicant a subject of a current criminal proceeding or investigation or civil suit alleging fraud, securities, or franchising violations relating to any barter or trade activities or other business activities?
5. ___Yes ___No If yes, explain using a separate sheet.

Two Letters of Reference from present clients (identified below) must accompany this application

1. Name: _____ Company: _____
Phone: () _____ E-mail: _____
Address: _____

2. Name: _____ Company: _____
Phone: () _____ E-mail: _____
Address: _____

Published Members and Statistics:

Number of Published Members on January 1, 2008: _____

Trade volume, sales only, or from your 1099b tax reporting, for fiscal year 2007: _____
(Used for IRTA statistics – will remain confidential)

Dues Payment Method:

Dues are assessed and paid on an annual basis. The full amount of your first year cash dues must accompany this application. If your application is not approved, your payment less \$100 will be returned.

Please enter the dues amount paid herein: \$ _____ Cash \$ _____ UC USD

(See dues schedule on page 4 to determine amount and record appropriate dues amount to be paid here)

Check enclosed made payable to IRTA

Please bill the following credit card: Visa MasterCard American Express

Charge entire amount to my card

I will pay the full amount in monthly installments plus a 10% service charge (i.e. if cash dues are \$1000.00, \$91.66 will be billed 12 times to equal \$1,100.00)

Card #: _____ **Expiration Date:** _____

Name on card _____ **Signature** _____

Clear the trade portion of dues through the following UC account: (If you do not currently have a UC account, you are required to pay the trade portion in cash.)

Universal Currency (Account Name) _____

Pay trade amount in cash (use same payment method listed above)

I certify that the information submitted is true and correct. I agree to support the purposes of the International Reciprocal Trade Association and abide by its Code of Ethics, regulations, and dispute resolution procedures. I understand that membership is not automatic, but subject to review and approval by the Board of Directors Membership Committee to which my membership is assigned. I understand and agree that my application will remain in "Candidate Member" status until notice of approved membership is received, and until such time, identification as an IRTA member or use of the IRTA logo is not permitted without specific authorization by IRTA. I authorize IRTA to make inquiries in connection with consideration of this application including background and credit checks on any corporate or individual applicant for membership in the organization and/or officers and directors of an applicant.

I have read, I understand and I agree to abide by the IRTA Code of Ethics. I agree to participate in any ethics complaint brought before me through the IRTA Ethics Committee.

I agree to report accurate member information to IRTA when requested.

Owner/ Principal Signature _____ **Date** _____

**Remit completed application (four pages) with payment in full to:
IRTA · 140 Metro Park · Rochester, NY 14623 · USA
If paying by credit card, application may be faxed to: (585) 424-2964
Contact IRTA Administrative office at (585) 424-2940 with any questions.**

Year 2008 IRTA Membership Category Descriptions and Dues*:

IRTA Applicant Member Exchange: \$ 500 USD OR \$ 300 USD & 200 UC

Brand new exchange networks in their first three years of operations are eligible for Applicant Member status. These are exchanges that begin operations with no prior exchange operating experience and want the benefit of IRTA membership. Applicant members are required to meet the standards of exchange operations as set forth by the IRTA board. After one year of successful completion of the requirements, the IRTA board will invite the exchange to stay on as an IRTA Regular Member. This class of membership is limited to two years only. Applicant members are not eligible to run for IRTA board seats or vote in IRTA board elections. Applicant Members, please also refer to Applicant Member requirements before applying to IRTA.

Non-Profit Exchange networks may apply for IRTA Applicant Membership. This would be any non-profit system that is maintained as a third party record keeper to facilitate the transaction/clearing of non-cash credits. These systems are set-up as community based, local trading systems.

IRTA Standard Member: \$ 1,000 USD & 500 UC

Exchange networks must complete member requirements for IRTA Standard Membership. Standard Members are eligible to run for board seats and have one vote per election.

Corporate Trade Exchanges must refer to Dues Schedule for Corporate Barter Company on page 5.

IRTA Certified Member: Add \$ 250 USD & 250 UC to standard membership dues

Exchange networks that wish to distinguish themselves by meeting additional membership criteria to IRTA. See IRTA Certified Member Standards. There is an additional application for Certified Member exchanges wishing Certification from IRTA.

IRTA Exchange Licensors \$ 1,000 USD & 500 UC

Membership for Headquarters (HQ) only. Must meet member requirements for IRTA Licensor Membership.

IRTA Exchange Franchisers \$ 5,000 USD & 2,500 UC

Membership for Headquarters (HQ) only. Must meet member requirement for IRTA Franchisor Membership. See below for membership options for Franchisees:

Trade Exchange Franchisee

(Parent Company must be a member to receive the following discount or Standard dues applies).

Membership Option I: \$ 500 USD/250 UC

A Standard IRTA membership with the ability to maintain a UC account at IRTA member rates. Includes the ability to attend IRTA events at member rates.

Membership Option II: \$ 250 USD/125 UC

A Standard IRTA membership in name only. Listing on IRTA website and ability to attend IRTA events at member rates. No voting privileges.

Service Provider \$ 1,000.00 USD/ 500 UC

Individuals, partnerships, corporations and firms which provide services, support or counseling to the barter industry as their primary business and that are headquartered and located within the geographic territory of an IRTA chapter. This class of membership can be issued a UC account, is eligible for one vote and a listing in the IRTA Membership Directory. Must meet member requirement for IRTA Service Provider Membership.

Service Provider Plus \$ 2,500 USD/1250 UC

This level of membership is for Service Providers to the industry that want additional exposure to the IRTA membership and to the public in general. This class of membership will give the Service Provider the ability to have their listing among "Resources" on the IRTA website (with a link to a website) and a booth at the IRTA annual barter convention. Must meet member requirement for IRTA Service Provider Membership.

Associate Member \$1,000.00 USD

An individual, partnership, corporation or firm who subscribes to the objectives of IRTA and wishes to lend support to IRTA through membership. This class of membership cannot be issued a UC account and is not eligible to vote.

2008 IRTA Dues Schedule for Corporate Barter Companies:

The amount of dues paid by a corporate barter company is determined by the total annual gross billings or turnover of the company (cash and trade).

The corporate barter company may aggregate its worldwide sales and pay dues through one chapter (entitling the company to one vote in that chapter and one vote in the global organization) OR it can split dues among the various chapters where affiliate offices are located according to the annual gross billings turnover of each office.

For every chapter to which the corporate barter company pays dues, the company will have a vote in that chapter and a corresponding vote in the global organization. The following is the dues schedule:

Option 1: Corporate barter company aggregates its worldwide sales and pays dues through one chapter in the geographic region of its worldwide headquarters: \$5,000 cash/2500 UC for 0 to \$10 million in annual turnover plus \$ 600 cash /300 UC for each additional \$10 million in annual turnover worldwide. This option provides the company with one vote in the chapter through which its dues are paid, plus one vote in the global organization. Cap \$10,000.

Option 2: Corporate barter company prefers to split its membership among the various geographic chapters where it has office locations as follows: Corporate headquarters pays \$5,000 cash /2500 UC for first \$10 million in gross billings/annual turnover. Plus each office pays \$600 cash/300 UC for up to \$10 million in gross billings/annual turnover plus \$600 cash/300 UC for each additional \$10 million in gross billings/annual turnover through the geographic chapter (North America, Europe, Australasia) where the office is located. Cap \$ 10,000.



IRTA CODE OF ETHICS

PREAMBLE

In promulgating a code of ethics the International Reciprocal Trade Association (“IRTA”) and members of IRTA (“Members”) recognize the efficacy of establishing a self-regulating process to sustain an ethical climate to assure public and business confidence in the barter industry.

ALL IRTA MEMBERS HAVE AGREED TO ADHERE TO THE FOLLOWING CODE OF ETHICS:

- I. Members shall continually strive to maintain a level of esteem and respect for the reciprocal trade industry, the services it performs, and its member practitioners, colleagues, employees and associates. No Member shall speak ill of, or impugn the character of any other Industry Member or firm.
- II. Members shall endeavor to establish rules, procedures, and practices in their business operations that will serve the best interests of the public and their clients.
- III. Fairness and honesty shall characterize all dealing among Members and Members shall, in their business dealings, uphold the same standard for clients, suppliers, remarketers, liquidators and others who do business with the industry.
- IV. Members shall comply with all laws, regulations, rules and ordinances of any governmental body or agency of proper jurisdiction.
- V. All advertisements, publicity, public or private statements and written or visual communications of Members shall be factually accurate and shall comply with basic standards of fairness and honor.
- VI. Members shall provide full and accurate disclosure of all information material to the establishment of a business relationship with prospective clients prior to the execution of any binding agreement. All collateral materials shall clearly set forth the terms, conditions, and obligations of all parties to the agreement. Honesty and accuracy shall characterize all solicitations and dealings. Information considered proprietary and confidential to the parties in any transaction may be withheld, provided the other party is made aware of said withholding.
- VII. Members shall establish business relationships only with those individuals, corporations and firms who, upon reasonable investigation, appear to possess the basic resources and abilities to fulfill the commercial needs and requirements of the barter system and who operate in an ethical and professional manner with the Member’s clients and with the public at large.
- VIII. No Member shall issue trade credits entailing a “best efforts” obligation to obtain products or services for a client without a reasonable likelihood and capability of fulfillment of said trade credits and/or trade dollars

- IX. Members shall, at all times, refrain from offering more than they can deliver, or exaggerate, in any way, the availability of media and goods and/or services beyond their capability to deliver during the term of a client contract.
- X. Members shall enter into a transaction with a client only when they are reasonably sure that they will not violate the client's restrictions on distribution of his merchandise. The Member shall further, formally and in writing, inform prospective buyers of said restrictions and take all steps necessary to assure that restrictions are adhered to by a buyer.
- XI. Members shall not discriminate on the basis of race, color, national origin, religion or gender in hiring employees, acceptance of clients or establishment of any other business relationship.
- XII. Members shall cooperate in the establishment of professional and ethical standards in the resolution of any and all disputes between Members and clients, suppliers or other Members.
- XIII. Members shall establish internal rules, procedures, and practices in their business operations that will serve the best interests of the public and their clients.
- XIV. Members shall provide appropriate guidance and supervision over the activities of their employees for the purpose of ensuring truth and accuracy in public communications, statements made to clients and adherence to the requirements of this Code of Ethics in all business dealings with suppliers, clients, the public and other Members.
- XV. Any alleged violation of this Code of Ethics by a Member, or any other party involved in a business transaction with any Member, shall be addressed, investigated and resolved through due process, provided that complaint is initiated within three years of transaction.
- XVI. No person shall engage in the unauthorized use of the Trademark, trade name, corporate name or slogan of another business.
- XVII. No Member shall use threats or intimidation or otherwise engage in unfair business practices to thwart a competitor's efforts to sign a client.
- XVIII. A. Member franchisers, licensors and other companies doing business through affiliates shall establish policies and maintain controls over franchisees, licensees, or affiliates to ensure the protection of their clients' trading privileges and shall reserve in their contractual agreements with their franchisees, licensees, and affiliates such power as is necessary to effectively implement this Article .XVIII
- B. In the event it becomes apparent that the business practices of a franchisee, licensee or affiliate are inconsistent with prudent standards and the protection of a clients' trading privileges is in doubt, it shall be the duty of the franchiser, licensor, or parent company to promptly undertake remedial action.
- C. If necessary, where a franchisee, licensee, or affiliate fails to operate its business in accordance with the appropriate standards set forth in its contract and this Article XVIII regarding the protection of the Clients' trading privileges, the franchiser, licensor, or parent company shall recognize its responsibility to honor outstanding trade credit balances and assume management control over such franchisee, licensee, or affiliate office until such

time as that office is properly disposed of in accordance with pertinent federal, state or local laws and IRTA regulations, or is resold or reassigned to another party deemed capable of operating the business in a proper manner.

D. It is the franchiser's, licensor's, or parents company's responsibility to take all reasonable and prudent actions to ensure compliance with this Article XVIII.

- XIX. The Boards of Directors of IRTA shall review this Code of Ethics from time to time and any revisions or amendments shall be ratified by two-thirds majority vote of the Members present and voting at an annual meeting of Members.
- XX. Members are discouraged from soliciting clients from a competitive trade exchange by utilizing the competitor's membership list (printed, electronic, or otherwise). Members may not solicit clients of a competitive trade exchange from a competitor's list (printed, electronic or otherwise) unless the list is readily available to the public. The secret payment or allowance of rebates, refunds, commissions, or unearned discounts, whether in the form of money or otherwise or secretly extending to certain members of a competing trade exchange special services or privileges not extended to all members of the trade exchange joining or trading under like terms and conditions, to the injury of a competitor and where such payment or allowance tends to destroy the competition, is a violation of this Code of Ethics.