



TERMS OF AGREEMENT

Business Express, 101 Southfield Pkwy, Lafayette, LA 70506 Phone 337.991.9776

Applicant, herein called "Associate", hereby applies for the privilege of buying/selling goods and services with other Business Express (BE) Associates. Associate agrees to/ and understands that:

1. Products and/or services will be offered for BE Dollars at regular, prevailing cash prices to other Associates in good standing. Violation may subject Associate to immediate cancellation of Associateship and/or adjustment to the invoice(s) in question.
2. Initial enrollment of \$495 as dues for one (1) year from today, and annual renewal fees of \$400 will automatically be deducted from Associates authorized bank or credit card account, as indicated on reversed side, unless Associate provides written notice to BE of its intention not to renew at least thirty (30) days prior to this anniversary date. Any use of the BE card or account after the 30-day period would indicate Associate's intent to keep Associate account (and to pay the annual Associateship Fee), and supersedes any earlier notice.
3. A cash transaction fee of 10% is due based on gross value of each purchase from other Associates, also to be deducted from Associates authorized bank or credit card account, as indicated on reversed side, for all transactions with other Associates established during the Term of Agreement and up to 180-days after this Agreement is terminated. Business Express (BE) is authorized to suspend all trading of Associates whose transaction fees or dues are delinquent until the account is current. Delinquency shall occur immediately after purchase. A \$35 cash fee will be deducted from same authorized bank/credit card acct., for each NSF or other blocked transaction. It shall be Associates responsibility to insure that current bank or credit card is on file with Business Express (BE).
4. Associate agrees to accept a minimum of \$500 a month in BE Dollars from other Associates. Selling Associates shall furnish all materials and labor for 100% BE Dollars unless pre-authorized by an officer of Business Express (BE).
5. All sales and purchases are to be paid through Business Express (BE). Associate agrees to accept BE Dollars and agrees not to circumvent the use of BE Dollars; by use of another Trade Exchange, or any Cash dealings or direct trading, with another Associate. Any Cash transactions, direct barter, or payment through another Trade Exchange with another Associate is a violation of this Agreement and is subject to a minimum of tripled transaction fees, in addition to damages outlined in item 14 below.
6. Business Express (BE) is to serve as our exclusive Trade Exchange. Joining, buying and/or selling through, or being listed with, a second Exchange is a breach of the terms of this agreement and is subject to damages outlined in item 14 below.
7. All purchases must be called in at point-of-sale and be issued a transaction number. Purchases by Associates will be limited to the amount of BE Dollars in their accounts. Credit Lines may be issued when approved by an officer of Business Express (BE). Any amount over the Credit Line will be charged to Associates authorized checking or credit card account, as indicated on reversed side.
8. Associates may request that their account be placed on "standby" status after accepting the minimum (as outlined in 4. above), EXCEPT when that account is in a deficit position. Associates having acknowledged reaching "Third Level" (defined as when Associate is in the Profits as described in separate Third Level Agreement) may not go on "standby" status.
9. BE Dollars shall not be considered as legal tender, securities or commodities by either Business Express(BE) or its Associates and may not be converted to cash, except as provided for in these Terms of Agreement.
10. Associateships may be transferred or sold only with Business Express (BE) Approval.
11. BE transactions between Associates are entered into on a voluntary basis. Business Express (BE) is not responsible for quality, timely delivery, warranties or other problems, which arise with respect to goods and services bought or sold by Associates or Business Express (BE). Associates should exercise the same diligence in entering into BE Dollar transactions as ordinary business transactions for cash.
12. Declaration, reporting and paying of all local, state and federal taxes resulting from BE transactions rests solely with Associate.
13. Associate or Business Express (BE) may cancel this agreement at any time after 30-days written notice. Associate agrees to accept BE Dollars as long as listed in the current BE Directory, but not to exceed 90-days after notice of termination. After which, any outstanding balance due Business Express (BE) must be paid in full within 15-days. Any positive BE Dollar balance will be issued in credits only to the companies Business Express (BE) deems, a current list of approved associates will be provided. If BE reasonably believes that Associate is spending-out their BE balance in anticipation of canceling associateship, or if associate has requested termination or has been terminated, then BE shall require the pre-payment of cash fees on the remaining BE Dollar balance in Associates account.
14. Associate has read and will abide by these Terms of Agreement; that they are acceptable as part of the obligation to both Business Express (BE) and to its Associates, and are binding upon Associate, fully and individually, as the conditions and provisions of the Terms of Agreement. That no promise, inducement or agreement not expressed herein has been made to either party to this agreement and this is the entire agreement between parties; is contractual and is not a mere recital. In the event of any breach of any covenant of the terms of this agreement by Associate, Business Express (BE) will be entitled to, and Associate agrees to pay, liquidated damages in the amount of Five Thousand cash dollars, plus reasonable attorney's fees if the matter is turned over to an attorney, in addition to compensatory damages for said breach.
15. This agreement may be amended by Business Express (BE) with 30-days written notice mailed or emailed to Associate, at Associate's last known address. (It shall be Associates responsibility to insure that current address is on file with Business Express (BE), at the address stated above. Business Express (BE) has the right to assume that all notices on file with Business Express (BE) will constitute a proper notice). Such amendment shall be deemed accepted by Associate's use of this account from and/or after that time.
16. If any provision or part of this agreement is found invalid, all other provisions of this agreement will remain in full force and effect.

INITIALS  _____



Renewal Date _____

I.D. # _____

ASSOCIATE APPLICATION

Business Name _____

Physical Address _____ City _____ Zip _____

Post Office # _____ City _____ Zip _____

Phone (____) ____ - ____ Fax (____) ____ - ____ Cell (____) ____ - ____ Page #(____) ____ - ____

Phone2 (____) ____ - ____ Phone3 (____) ____ - ____ Phone4 (____) ____ - ____ Phone5 (____) ____ - ____

eMail Address _____ www. _____

Owner/Principal _____ Contact _____

Business Classifications 1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

Associateship Cards Issued to: 1. _____ 2. _____

3. _____ 4. _____

Corporation: Yes ___ No ___ Corporate Name _____

Federal I.D. # _____ - _____ Social Security # _____ - _____ - _____

Annual Volume _____ Percent Profit _____ %

PAYMENT INFORMATION

Checking Acct Name _____ Bank _____

Routing # (9 digits) |: _____ |: _____ Account # _____ ||.

(Found between |: Symbols |:) (Found in front of ||. Symbol) (Check #)

Example: |: 1 2 3 4 5 6 7 8 9 |: 0 0 0 9 8 7 6 5 4 3 2 1 ||. 0101

OR

Card # _____ - _____ - _____ - _____ Exp. Date ____ / ____ Billing Zip _____ CVW _____

I agree to authorize Business Express(BE), during the term of this agreement, to deduct fees and charges from my bank or credit card account, as per the Terms of Agreement on the opposite side of this form. I have read the Terms of Agreement on the reverse side of this page consisting of sixteen numbered paragraphs, and I agree to the terms stated therein. It is understood and acknowledged that these Terms of Agreement constitute the entire agreement between Associate and Business Express(BE). This agreement becomes effective when signed by the applicant and when approved by an officer of Business Express(BE). Signer, by signing, assumes joint, in solido and individual liability for all the terms of this agreement, regardless whether signer has signed in another capacity, and whether the terms are contained on this page or the reverse side of this Agreement.

Date _____ Received \$ _____ PAID BY: CHECK / CHARGE CARD

Applicant Signature & Title _____

Business Express (BE) Officer _____