

## TradeCard Membership Agreement

**1. Use of the TradeCard Platform.** In exchange for payment to TradeCard of the fees referenced herein, TradeCard hereby agrees to provide you ("Member") access to, and use of, the TradeCard Platform (the "Platform"). Member agrees that it shall use the Platform for lawful purposes in compliance with all applicable laws and regulations. Member bears the risk that any data it electronically transmits to the Platform is corrupted or compromised during transmission, and acknowledges that TradeCard, upon receipt of any such data, may assume Member has approved it for use in a TradeCard transaction. Member agrees that it shall comply with the requirements of TradeCard's e-identity Security System in order to establish its own unique electronic signature, and that such electronic signature shall be attached to each electronic document its transmits on the Platform, and that each such document shall be deemed to create a legally binding obligation of Member. Member acknowledges and agrees that TradeCard provides the Platform on an "AS IS" basis with no warranty or representation of any kind whatsoever, and that TradeCard shall have no liability to Member in connection with, or related to, Member's use of the Platform. Member agrees that when the terms of a transaction conducted through the Platform (a "Transaction"), as set forth in the electronic documents relating to such Transaction on the Platform (the "TradeCard Documents"), have been either met or waived by the buyer-member in accordance with the TradeCard compliance rules set by the buyer-member and seller-member for each Transaction (a "Compliance"), an irrevocable obligation to pay on the part of the buyer-member is created, and such buyer-member shall be unconditionally obligated to pay the full amount due in accordance with the payment terms for each such Transaction as set forth in the TradeCard Documents, without regard to any requirement for a written payment approval document confirming the amount due on a per transaction basis or any right of set-off, charge-back, counterclaim, deduction, non-compliance with the terms of the TradeCard Documents or otherwise ("Non-Compliance Claims"). All of such Non-Compliance Claims are not waived as against the seller-member, but are preserved and may only be pursued alternatively against future transaction(s) prior to Compliance thereon, or outside of the TradeCard Platform as a separate claim as against the seller-member for damages or relief. Member acknowledges and agrees that any invoice delivered on the Platform shall be the operative invoice for the related Transaction notwithstanding the delivery of an invoice outside of the Platform. All documents and data transmitted by Member using the Platform shall be kept confidential in accordance with TradeCard's privacy policy found at: <http://www.tradecard.com/how/security/privacy.html>. Member hereby agrees to pay all fees assessed by TradeCard for the Services, including without limitation, all membership fees. Member further unconditionally and absolutely guarantees (as a guarantee of payment not of collection) the payment obligations of any subsidiary or other affiliate of Member arising as a result of such subsidiary's or affiliate's participation in a Transaction as a buyer. Member acknowledges that the foregoing guarantee shall inure to the benefit of any entity providing factoring or other financial services in connection with any such Transaction (collectively, "Financial Services Providers"). Member's obligations under the foregoing guarantee shall not be affected by any change in the terms of the obligations guaranteed hereby or by any other circumstance that might otherwise constitute a defense available to, or a legal or equitable discharge of, Member or any other obligor or surety.

**2. Miscellaneous.** This Agreement is effective until terminated by written notice from TradeCard or from Member at [support@tradecard.com](mailto:support@tradecard.com), which termination will not affect pending transactions on the Platform. TradeCard may, in its sole discretion, suspend Member's access to the Platform. Member's right to access and use the Platform is personal to Member and is not transferable or assignable to any other person or entity, without TradeCard's prior written authorization. Member agrees to defend, indemnify and hold TradeCard harmless from and against any and all claims losses and expenses arising under or relating to, Member's use of the Platform, or Member's violation of either this Agreement or any third party's rights. The laws of the State of New York shall govern this Agreement, without giving effect to the conflict of laws principles thereof. Member agrees and acknowledges that the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act ("UCITA") are specifically excluded from application to this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue of such arbitration shall be in the County and State of New York, United States of America. The guarantee set forth herein may be enforced by legal proceedings brought in the state and federal courts of or located in the County and State of New York without giving effect to the foregoing submission to arbitration and the parties hereto hereby waive all rights to trial by jury in any such proceeding. It is agreed that Member's trading partners and service providers, including, without limitation, Financial Services Providers, utilized on the Platform are intended third party beneficiaries of this Agreement, including, without limitation, the guarantee set forth herein. This Agreement represents the entire understanding between the parties regarding Member's access and/or use of the Platform. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter.

Accepted and agreed:  
TradeCard, Inc.

Company Name (Printed) \_\_\_\_\_  
\_\_\_\_\_

By (Officer Signature): \_\_\_\_\_

By (Officer Signature): \_\_\_\_\_

Its (Officer Title): \_\_\_\_\_

Its (Officer Title): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_