



MEMBERSHIP RULES

GIFT ASSOCIATES INTERCHANGE NETWORK, INC.

ARTICLE I DEFINITIONS

1.1 Access Agreement. A one (1) year agreement entered into by and between the Service Provider and a Member incorporating these Membership Rules setting forth the Member's data submission options and annual base and volume report rates which the Member agrees to pay to the Service Provider.

1.2 Active Aged Receivables. A Member's accounts receivable based on that Member's number of active customers determined at the effective date of that Member's Access Agreement (or any renewal thereof) and not on dollar amounts due to that Member.

1.3 Board. The Board of Directors of GAIN.

1.4 Bylaws. The bylaws of GAIN adopted and maintained from time to time establishing the rules and procedures for the governance and operation of GAIN as well as the rights and responsibilities of each Member and the Service Provider.

1.5 Credit Report. A historical credit and payment profile of a customer expressing Data submitted by Members and compiled by the Service Provider through the use of the Service Provider's proprietary technology systems and programs. Copyright in Credit Reports belongs to the Service Provider.

1.6 Data. Proprietary information which belongs to the Member and is submitted by the Member to the Service Provider containing active and aged accounts receivable and payment information regarding one or more customers of the Member.

1.7 Database. The Service Provider's compilation and expression of Data through the development and use of the Service Provider's proprietary technology, systems, and copyrighted computer programs. Copyright in the Database belongs to the Service Provider. Access to and use of the Database is governed by the Access Agreement, these membership Rules, and the Bylaws.

1.8 GAIN. Gift Associates Interchange Network, Inc., a New York not-for-profit corporation.

1.9 Governing Documents. The Certificate of Incorporation of GAIN, the Bylaws, these Membership Rules, the Access Agreement, and all other documents from time to time approved by the Board in accordance with the Bylaws and binding upon the Members.

1.10 Member. An individual or business entity (including a partnership, limited partnership, corporation or limited liability company) engaged in manufacturing, selling, and/or distributing products in the gift and other industries, with a bona fide credit department, which has qualified for Membership in accordance with the Bylaws.

1.11 Membership. The status of being a Member.

1.12 Membership Rules. These Membership Rules, as modified from time to time by the Board with the concurrence of the Steering Committee.

1.13 Service Provider. The entity designated by the Board from time to time in accordance with the Bylaws to provide services, technology and the Database with respect to credit reports, maintain the Database and administer meetings, and facilitate communications among and reporting requirements of Members.

1.14 Steering Committee. A committee comprised of Member designees appointed in accordance with Article VII of these Membership Rules and authorized to act on behalf of the Members in accordance with duties and authority established by the Bylaws.

ARTICLE II GENERAL PLAN OF MEMBERSHIP

2.1 Application. The provisions of these Membership Rules are applicable to the Members of GAIN. All present and future Members and their agents and assigns, or any other person that might access the Database, or otherwise avail itself of the privileges of Membership, are subject to these Membership Rules.

ARTICLE III MEMBERSHIP QUALIFICATION

3.1 General Qualification. Subject to the extension of Membership to “distributors” described in Section 3.2, Membership shall only be offered to those persons and/or entities that: (1) manufacture gift product or operate in related industries and (2) operate a credit department or use an authorized agent. Further, if an applicant is an entity, then the application shall be executed by an officer or employee of the entity duly authorized to enter into contracts on behalf of the entity. Acceptance of an application is verified upon the signature of the Service Provider’s secretary or other duly authorized officer.

3.2 Limited Qualification for Distributors. Distributors are granted a conditional opportunity for Membership. In order to qualify for Membership, the distributor: (1) must manufacture or import at least seventy percent (70%) of their total product line; and (2) the Service Provider must determine that the distributor does not have a "high credit" or balance owing to a single Member that exceeds \$5,000.00 ("Outstanding Balance"). If the Service Provider determines that the distributor has a high credit or Outstanding Balance, then the distributor's application shall be submitted to the Steering Committee for determination in conjunction with the appropriate Member or Members to accept or reject the application.

ARTICLE IV SUBMISSION TO DATABASE

4.1 Data Submission. Each Member shall submit Data for inclusion in the Database in electronically readable format through the internet or by tape or diskette ("Automated Data Submission") or in hard copy ("Manual Data Submission") on a monthly basis. Each Member warrants that its contribution of Data will comprise at least 75% of that Member's Active Aged Receivables, as defined in Section 1.2. Subject to the exclusion provisions in Section 4.3 (Termination of Automated Data Submission), a Member shall submit its data by Automated Data Submission. If Automated Data Submission is not utilized, or otherwise made available, then Manual Data Submission is required. In addition, Flash Notice Submission is required as described in Section 4.4.

4.2 Data Submission Procedures. Subject to Section 4.3, Members are required to submit their Data to the Service Provider at its then current address. There is a sixty (60) day grace period for new Members to submit their Active Aged Receivable information. A Member's access to the Database will be suspended for failure to submit Active Aged Receivable information for two (2) consecutive months; however access will be reinstated once complete data submission is provided. If a Member fails to submit Active Aged Receivable information for a period of two (2) consecutive months twice during any calendar year, then a written explanation must be provided to the Steering Committee detailing the reasons for the second violation and measures instituted to avoid a third violation. If a third violation occurs, then Membership may be terminated by the Board and, once terminated, that Member may not apply for re-admission for one (1) year following the effective date of termination.

4.3 Manual Data Submission. A Member who certifies to the Service Provider that it is unable without undue cost or expense to submit data through Automated Data Submission is required to submit Active Aged Receivable information by Manual Data Submission each month. A Member's Manual Data Submission must contain more

information than the amount of information accessed by that Member each month. There is a thirty (30) day grace period for new Members to submit their Active Aged Receivable information.

4.4 Flash Notice Submission. Flash Notice Submission is a program that provides a Member with information concerning a change in the relationship of a Member and that Member's customer. A "Flash Notice" is intended to provide information on customers in addition to a Member's submission of Active Aged Receivable information to the Database. Participation is mandatory. In order for a Member to qualify for Flash Notice(s) and Access the Flash Database, Members must submit a minimum of (5) Flash Notices quarterly. Failure by a Member to submit the minimum number of Flash Notices will result in suspension from accessing the Flash portion of the Database for the succeeding quarter.

4.5 Active Aged Receivables Information is a Part of the Database. Once a Member submits Active Aged Receivables information to the Database, the information becomes a part of the Database and may not be removed, or otherwise expunged, except through the standard aging process, which consists of twenty-four (24) months, or for cause shown as determined by the Service Provider and the Steering Committee.

4.5 Computation of Time Periods. Submission of monthly Data shall be completed by each Member for any calendar month on or before the 15 day of the next succeeding calendar month.

ARTICLE V PRIVILEGES, VOTING, AND MEETINGS

5.1 Access of Database. Each Member in good standing is entitled to unlimited access to the Database, subject to Maximum Daily Inquiries set forth in that Member's Access Agreement. Access of the Database is offered through the use of internet access only and a Member is required to use the password designated to its account. Unauthorized access or use of an account that is not designated to the Member is grounds for termination of Membership.

5.2 Access Based on Customer Identification. A Member may access customer inquiries based on the customer identification only, and under no circumstances may use another Member's identification or number to obtain information on customers.

5.3 Maximum Daily Inquiries. A Member is limited to seventy-five (75) customer inquiries per day. A Member may request additional reports based on seasonal upward variances, in which a Member may access two hundred (200)

customer inquiries per day. Any allowed variance may be approved at the discretion of the Service Provider or the Steering Committee in advance.

5.4 Customer Report Access. Members are encouraged to obtain pre-authorization from the customer on which they intend to retrieve a Credit Report. Alternatively, they must have a legitimate reason to use Credit Report to assist in making decisions pertaining to the extension of credit, or to locate a customer which has a balance owing and past due on the Member's customer accounting.

5.5 Customer Report Charge. A Member shall not be charged for a Credit Report unless there are at least three Members reporting a customer's Active Aged Receivable information and/or Flash Submission within the previous twelve months.

5.6 GAIN Conferences. GAIN sponsors at least one conference (each a "GAIN Conference") annually, usually in May. GAIN Conferences typically run over a three day period, from Wednesday morning through midday Friday. Attendance at GAIN Conferences is strongly encouraged. An attempt will be made to alternate sites between eastern region and western region to provide an equitable opportunity for all members to attend. The Steering Committee will review and establish the meeting and registration fees annually. The registration fee for GAIN Conferences will revert back to the meeting development fund for Members who do not attend the annual GAIN Conference.

ARTICLE VI DURATION, PRICING, AND MARKETING

6.1 Duration. The Access Agreement shall provide that the term of Membership is one (1) year (the "Membership Period") commencing on the date of that candidate's execution of the Access Agreement. The Membership Period may be renewed in accordance with the Access Agreement.

6.2 Annual Fee. An Annual Fee shall be assessed upon each Member upon the commencement of the Membership Period and on each anniversary thereof. The Annual Fee is exclusive of applicable Credit Report Fees, Overuse Fees, Conference Fees, or fees for Value Added Services (as those terms are defined below). The Application references the Annual Fee. The Annual Fee shall be assessed by invoice and become due and payable on receipt.

6.3 Credit Reports. In addition to Annual Fees, a Member may contract for Credit Reports at the time of the application or Membership renewal ("Report Entitlement"). Credit Report Fees are determined by the Access Agreement and may

vary dependent the number of Report Entitlements that are requested by the Member. The Application references the Annual Fee and Report Entitlement fees. A Member may increase its Report Entitlement at any time after the acceptance of application or renewal of Membership provided that the request to increase is in writing to the Service Provider. Credit Report Fees and any increases in Report Entitlement shall be assessed by the Service Provider invoice and become due payable on receipt.

6.4 Overuse Fees. Members shall be assessed Overuse Fees based on the number of Credit Reports accessed that exceed the Member's Report Entitlement, based on the contract for Credit Report Fees at the time of the application or membership renewal. Overuse Fees are determined by the Access Agreement and may vary dependent on the level of Membership. Overuse Fees shall be assessed by the Service Provider by invoice and become due and payable on receipt.

6.5 Conference Fees. Members shall be charged Conference Fees by the Service Provider for attendance at GAIN Conferences. Conference Fees are subject to change, in which case the Service Provider shall use its best efforts to provide reasonable notice of fee variances. Conference Fees shall be posted on the GAIN website at least four weeks in advance of the Conference.

6.6 Value Added Services. The Service Provider reserves the right to provide future, value added services. Pricing shall be published and offered to Membership. The pricing for Value Added Services shall be in addition to all other applicable fees.

6.7 Fee Changes. The Annual Fee, Credit Report Fees, and Overuse Fees are subject to change as approved by the Steering Committee and the Service Provider. In the event of a fee change, a Member shall be responsible for the fee increase upon the Member's renewal of Membership. Fee changes shall be posted on the GAIN website and shall be considered to amend these Membership Rules effective as of the date of posting.

6.8 Marketing. Members acknowledge that marketing demonstrations of the Database are needed to encourage prospective Members to join GAIN. Accordingly, Members consent to the use of marketing demonstrations by the Service Provider, provided that a prospective Member may not inquire on more than ten (10) customer accounts, and further, the identity of the Member reporting the account shall not be revealed to the prospective Member.

6.9 Accumulated Funds. The Steering Committee acknowledges that the Service Provider may continue to charge and collect the aforesaid fees and to utilize said sums, in addition to such accumulated funds as are currently held by the Service Provider in respect of previously collected fees and charges, in accordance with past practices or as otherwise deemed appropriate from time to time by the Service Provider.

ARTICLE VII STEERING COMMITTEE AND SUBCOMMITTEES

7.1 Number and Qualification. The Steering Committee shall consist of five (5) members, each of whom will be a Member (or an executive officer of a Member) in good standing.

7.2 Election and Term of Office. Election to the Steering Committee shall be by vote of the Members at the Annual Meeting of Members as set forth in the Bylaws and shall be scheduled to take place at the annual GAIN Conference or by email with the Service Provider prior to the annual GAIN Conference. The length of term for each position on the Steering Committee shall be for one (1) year. A representative of the Service Provider shall be an ex officio member of the Steering Committee who will be nonvoting except as provided below. History has reflected a natural progression of officers by position as follows: the Chair would move to Past Chair (one of two (2) Committee Member positions); Vice-Chair moves to Chair; Treasurer moves to Vice-Chair; and the current Committee Member becomes the Treasurer. The newly elected Committee Member would complete the full complement of Steering Committee members. Although this progression has served the Committee well, it is not an absolute rule.

7.3 Steering Committee Positions. The five (5) positions will be Chair, Vice Chair, Treasurer, Committee Member, and Committee Member. The slate of the proposed Steering Committee will include each individual position and the individual candidate(s) nominated for each position on the committee. The slate will represent combined nominations from the Nominating Committee and nominations from members at large. In the event there are two or more candidates nominated for a position, a majority vote will carry according to the membership rules. The immediate past chair is slated to be one (1) of the Committee Members to help with the transition of a new Committee but is not an absolute rule.

7.4 Term Limits. A Steering Committee member is eligible to serve up to five (5) consecutive years, and then, must vacate the Steering Committee for at least one (1) year prior to nomination to the committee for another term. Each position may not be held for more than two (2) consecutive years. The five (5) year consecutive limit is reset to zero (0) following the one (1) year absence.

7.5 Authority. The Steering Committee shall have authority to: (1) negotiate pricing or service enhancements with the Service Provider; (2) contact Members who are in default of their obligations under the Bylaws or these Membership Rules; (3)

oversee the results of group votes and elections; (4) approve special expenditures not specifically called for under the by-laws up to \$2000, subject to majority votes of the Steering Committee; and (5) grant waivers for GAIN Conference attendance without the payment of Conference Fees due to hardship.

7.6 GAIN Conferences. Attendance at GAIN Conferences is mandatory for all current Steering Committee members. In exchange for their commitment, Steering Committee members will have half of their Conference Fees waived, exclusive of any early registration discounts that may be offered. Furthermore, in exchange for the inordinate level of commitment required for the Committee Chair, Conference Fees shall be waived in full. In the event that a Steering Committee member must be excused from personal attendance at a GAIN Conference, that member must make himself/herself available telephonically for the Steering Committee meeting to be held during the GAIN Conference.

7.7 Vacancies. Vacancies on the Steering Committee shall be filled by an appointment by a simple majority vote of the remaining Steering Committee members without need for a quorum. The Service Provider, acting as Secretary, shall have one vote in the event that the vote to fill a vacancy is tied. The individual appointed to fill the vacancy is entitled to serve the remainder of the term that was vacated. Any time served filling a vacancy will not count toward any time served limits and is free of limit constraints.

7.8 Meetings. The Steering Committee shall meet at the notice of the Steering Committee Chair. Steering Committee members are required to attend at least 85% of Steering Committee conference calls within a twelve (12) month period.

7.9 Minutes. The Service Provider shall act as secretary at Steering Committee meetings and provide a draft of the meeting's minutes for the Steering Committee's review and approval. Minutes or a similar record of the meetings when approved by the Steering Committee shall be presumed an accurate report of the matters set forth therein. A summary of all decisions and minutes of the Steering Committee and Subcommittees (hereinafter defined) shall be posted on the GAIN website; however, a Member may obtain a copy of the approved minutes upon written request to the Service Provider.

7.10 Participation. Participation is essential to the functions of the Steering Committee. If a Steering Committee member frequently fails to participate (by telephone or in person) in meetings and telephone conferences, and the other members, in good faith, believe that the Steering Committee would be better served by a replacement member, then the Steering Committee may request the member to resign, or remove the member by a simple majority vote among the Steering Committee members.

7.11 Replaced by 7.7

ARTICLE VIII SERVICE PROVIDER

8.1 Duties and Obligations. The Service Provider shall coordinate and provide the following services to Members: (1) approving all Membership applications; (2) servicing the Data, including updating it with Active Aged Receivables Data and other Member data, monitoring usage, record-keeping, and securing against unauthorized use; (3) assuring compliance with Membership fees and other member obligations; (4) providing secretarial functions, including drafting meeting agendas, handouts, and other meeting materials; (5) scheduling guest speakers, facilities, accommodations, and dinner and social events; and (6) informing Members of meeting schedules ninety days prior to the meeting, and in the matter of GAIN Conferences, informing Members of the conference requirements if the Member has not attended at least one of the two previous GAIN Conferences.

8.2 Limited Access to Data. The Service Provider shall use reasonable business efforts to limit use of the Data and shall not use the Data except for the purpose of credit reporting, and such other purposes reasonably determined by the Service Provider in accordance with these Membership Rules or as otherwise required by applicable law.

8.3 Transfer of Member Data. The Service Provider, GAIN, and their representatives or agents shall not transfer, or cause to be transferred to any customer or third party, any confidential Member information without the express written consent and authorization from the affected Member.

8.4 Procedures for Removal or Replacement of the Service Provider. The Service Provider may be removed or replaced as follows:

8.4.1 Material Change or Economic Factors. The Service Provider may not be removed or replaced except for (i) a Material Breach (as defined in Section 8.4.1.1) which is not cured within thirty (30) days following notice thereof to the Service Provider by the Steering Committee or (ii) Economic Factors (as defined in Section 8.4.1.2 below). Under no circumstances shall the Service Provider be removed or replaced without a vote of the Members as provided in Section 8.4.2.

8.4.1.1 Material Breach. A Material Breach shall mean the Service Provider's refusal, without legal or practical justification, to perform any material obligation under these Membership Rules or any Access Agreement. In determining whether a breach is a Material Breach, the Service Provider's refusal to perform must be unequivocal, distinct, and absolute, and further, the breach must have a substantial and significant effect such that it would entitle GAIN to suit for damages.

8.4.1.2 Economic Factors. At the discretion of the Steering Committee, the Service Provider may be removed or replaced upon the commencement of insolvency proceedings involving the Service Provider which, if instituted against the Service Provider, are not dismissed within 90 days after the commencement thereof. Additionally, in the event a replacement service provider is identified by the Steering Committee which offers to provide the same or substantially similar terms and conditions as the Access Agreement for a price that is less than the current rates being offered by the Service Provider, then the Service Provider may be replaced by the affirmative vote of the Steering Committee (and the vote of the Members provided for in Section 8.4.2 below), provided that the Service Provider shall first be provided a reasonable opportunity to lower its rates to the rates offered by the potential replacement service provider.

8.4.2 Voting; Quorum. The Service Provider shall not be removed or replaced in any event without the affirmative vote of the Members. For the purpose of removing or replacing the Service Provider only, the presence in person, or by proxy, of seventy percent (70%) of Members constitutes a quorum of Membership for voting purposes.

8.4.3 Transition. In the event that a new service provider is selected, the outgoing service provider shall be entitled to 120 days to administer an orderly transition. The outgoing service provider shall be required to perform an accounting, release all GAIN real and personal property, including intellectual property, if any. During the transition, the outgoing service provider shall continue to perform its contracted duties and obligations.

8.4.4 Member Data Excluded. The Service Provider expressly acknowledges that it has no property rights, whether legal or equitable, to the Data.

8.4.5 Service Provider Entitled to Retain a Copy of Data. In the event that the Service Provider is terminated, either voluntarily or involuntarily, the Service Provider is entitled to retain a copy of the Data for a period of time prescribed by law, and after such time expires, the Service Provider shall dispose of the Data. Confirmation of the disposal of Data shall be made in writing to the Steering Committee within thirty days of disposal. In no event shall the Data be used by the terminated service provider except for record-keeping purposes.

8.4.6 Service Provider may Resign. The Service Provider may resign at any time upon thirty (30) days' prior written notice to the Steering Committee.

8.5 Compliance with Applicable Law. The Service Provider shall be entitled to consult with counsel in connection with the consideration of applications and all other matters incident to the operation of GAIN including, but not limited to, the Equal Credit Opportunity Act.

ARTICLE IX SUBCOMMITTEES

9.1 Committees. At the discretion of the Steering Committee, subcommittees of the Steering Committee ("Subcommittees") may be formed to address specific areas of Membership. Subcommittees are also charged with initial dispute resolution responsibilities.

9.2 Composition and Election. Subcommittees shall be composed of such number of members as determined by the Steering Committee and shall serve for such terms as determined by the Steering Committee. In the event that an election is required by the Steering Committee, the election shall be conducted at the next scheduled GAIN Conference.

9.3 Subcommittee Chairperson. Each Subcommittee shall appoint a chairperson (a "Subcommittee Chairperson").

9.4 Participation. Members are encouraged to participate on Subcommittees. A member of the Steering Committee shall act as a liaison to a Subcommittee.

9.5 Meetings and Communication. Subcommittees are encouraged to meet at least quarterly, but may meet more frequently at the call of the Subcommittee Chairperson. Approved minutes or a similar record of the meetings shall be posted on

the GAIN website.

9.6 Non-Binding Authority. Subcommittees are intended to provide oversight and support to the Membership. Decisions made by a Subcommittee are persuasive decisions and are non-binding on the Membership unless so determined by the Steering Committee.

ARTICLE X OBLIGATIONS, SECURITY AND CONFIDENTIALITY

10.1 Access for Lawful Purpose. Members may access the Database for lawful reasons only, and may not access the Database for a purpose contrary to the these Membership Rules, the Bylaws, or otherwise prohibited by applicable law.

10.2 Sharing Information Limited. All information shared among Members or submitted as Data shall strictly relate to a customer's credit history and past transactions that permit a Member to make an independent business judgment to engage in a relationship with a particular customer. Under no circumstances shall Members engage in discussions that exchange price information or trade terms of sale.

10.3 Sharing Credit Report Information with Customers. Members shall not share with any customer a copy of any Credit Report obtained from the Database for any purpose.

10.4 Sharing Credit Report Information with an Outsourcing Agency. Members may not share Credit Report information obtained from the Database with a licensed outsourcing agency without the consent of the Service Provider, and in any event, any outsourcing agency provided access to any Credit Report information shall not share that information with third parties.

10.5 Security of Member's Active Aged Receivables Information. The Service Provider shall use reasonable business efforts to store all Members' diskettes and/or tapes containing Active Aged Receivables information in a secure area that is accessible only to authorized Service Provider personnel.

10.6 Destruction of Member's Active Aged Receivables Information. After the Service Provider uploads the Active Aged Receivables information into the Database, the Member's diskettes and/or tapes shall be erased and mailed back to the submitting Member.

10.7 Active Aged Receivables Information Monitoring Database. The Service Provider shall use reasonable business efforts to monitor access of all persons and

entities that enter into the Database to insure that information is being provided only to Members, and further, for credit purposes only. Any noncompliance issues shall be brought to the attention of the Steering Committee.

10.8 Confidentiality. Subject to the provisions of Section 6.8, information that is distributed or discussed at meetings and among Members is confidential and may not be disseminated to third parties, except for those designated third parties that are jointly extended an invitation by the Steering Committee and Service Provider to attend the GAIN Conference . A Member may not share the credit information contained in the Credit Report, or customer information obtained through credit inquiries with any customer. A Member may not share with any customer the identity of the reporting Member, nor may a Member share the identity of a Member with a customer for the purposes of sales, solicitation of services, or any other matter.

10.10 Incorrect and Misleading Credit Information. A Member may not intentionally provide incorrect or misleading credit information that is intended to adversely affect a Member’s decision to extend credit relations with that customer. Members shall avoid statements declaring or implying that a customer is dishonest, fraudulent, or immoral.

10.11 GAIN Code of Conduct. The following rules have been developed to ensure that the Service Provider and all Members and their representatives (“Member Representatives”) work in unity and conduct themselves in a professional, ethical and legal manner, ensuring integrity as a core value:

10.11.1 Proprietary information obtained through Membership or committee membership is not to be disclosed to competitors or anyone who may negatively impact the success and growth of GAIN. No Member or Member Representative may use illegal or unethical methods to obtain proprietary information from others. All proprietary information will be handled with the utmost discretion.

10.11.2 All Members and Member Representatives will conduct themselves and represent GAIN in a professional, ethical and respectful manner when representing GAIN including but not limited to meeting attendance and committee conference calls. Members and Member Representatives must not be disruptive and show respect to sponsors, speakers and guests. At meetings all lodging facilities and their respective staffs will be treated with respect & dignity.

10.11.3 Members and Member Representatives must protect all proprietary information, financial, technological, statistical and general. Members and Member Representatives will not disclose any proprietary information outside of the appropriate committees. All proprietary information will be handled with the utmost discretion.

10.11.3 Members and Member Representatives will address each other with respect and dignity.

10.11.3 Violations. Violations will be addressed by the Steering Committee and may result in the expulsion of a Member.

ARTICLE XI DISPUTE RESOLUTION

11.1 Initial Complaint. If violation of the Governing Documents is suspected or has occurred, an affected Member may file a complaint in the form authorized by the Steering Committee (a ‘Complaint’). The Complaint shall be directed to the Service Provider, and after making a determination that there are grounds for further investigation, the Service Provider shall refer the matter to the Steering Committee (or any Subcommittee designated by the Steering Committee to handle the Complaint.)

11.2 Investigation. The Steering Committee or designated Subcommittee, as the case may be (the “Investigating Body”), shall investigate the Complaint, and if necessary, conduct interviews of the Members, the Service Provider, and other persons and/or entities involved. The Investigating Body shall use its best efforts to provide a fair and just review of all matters alleged in the Complaint and justifications raised by a responding party.

11.3 Findings and Recommendations. Findings and recommendations shall be documented and reported to the Service Provider, the Members involved, the Steering Committee unless it is the Investigating Body) and, in the discretion of the Steering Committee, to the Members generally. The Steering Committee shall then recommend a course of action. In the event a Member disagrees with the finding and recommendations, then the Member may appeal the determination (an “Appeal”) by notice to the Steering Committee within ten (10) days after the determination.

11.4 Steering Committee Binding Authority. In the event of an Appeal, the Steering Committee shall review the investigation, findings, and recommendations, and all other support offered by the Members, the Service Provider, and other persons and/or entities involved. The Steering Committee shall make a final determination as to

the appropriate disposition of the Complaint, including any recommendations for a course of action.

ARTICLE XII MEMBERSHIP TERMINATION

12.1 Termination. Without limiting the provisions of the Bylaws, the Service Provider or the Steering Committee may terminate a Member's Membership if any one of the following enumerated events occurs:

12.1.2 The failure of a Member to timely submit Active Aged Receivables information.

12.1.3 A Member's use of data for other than credit related purposes, including solicitation of Members, creation of customer lists, or efforts to obtain a competitive advantage over GAIN, its affiliates, as assigns.

12.1.4 The unauthorized or illegal use of the Database.

12.1.5 The intentional submission of misleading credit information.

12.1.6 The dissemination of confidential member and customer information by a Member or their agent to customers or third parties.

12.1.7 The use of Membership privileges or status to harass, embarrass, or defame a customer or Member.

12.1.8 The use of Membership privileges or status in violation of antitrust, unlawful competition, unlawful trade practices, or any other laws.

12.1.9 The use of an unlicensed or unapproved outsourcing party or agent.

12.2 Refunds. No refunds shall be issued to a terminated Member, and the Member expressly agrees to waive all unused Report Entitlements and/or Annual Fees.

12.3 Active Aged Receivables Information may not be Purged or Otherwise Expunged upon Termination. Once a Member submits its Active Aged Receivables Information, it becomes a part of the Database and may be used in Credit Reports by the Service Provider even after termination of Membership, and accordingly, Active Aged Receivables Information may not be purged or otherwise expunged by the terminated Member. Within thirty (30) days of termination, a Member may request, in

writing, that its Active Aged Receivables Information not be further used in Credit Reports; however, its Active Aged Receivables Information shall be retained in compliance with state and federal laws.

12.4 Member Entitled to a Copy of its Active Aged Receivables Information. If for any reason a Member decides to terminate its membership, either voluntary or involuntary, or otherwise determines not to renew its membership, that Member is entitled to a copy of its submitted information currently contained on the Database, then the Member must submit a written request to the Service Provider within thirty (30) days of termination.

Revision on 2/13/15 effecting:

7.1; 7.2; 7.3; 7.4; 7.7 added; 7.11 replaced by 7.7

Revision on 3/15/17 effecting:

7.2