

First Trade Registry™ CODE OF ETHICS

PART ONE

PREAMBLE

The following may be considered either a "CODE OF ETHICS" or a "CODE OF CONDUCT" or both. No prior "Model" for First Trade Registry™ exists. FTR is not a corporation and does not completely resemble any other known business model and is, therefore, unique. First Trade Registry™ is a Global Marketer, a professional networking services association of independent Partner/Members conducting business within an entrepreneurial, IT communications environment including "Mobile World Direct MarketingSM," "For sale By Owner Advocate™" and "Women On The Job™"

To spare the reader from endless repetition, one Business, For Sale By Owner Advocate™, has been chosen as completely representative of all FTRPMA businesses.

What follows is the formulation of a code of ethics and conduct that relates to traditional business practices combined with many that are unique only to First Trade Registry™ Partner/Members and Businesses.

First Trade Registry™ Partner/ Members and Associates (FTRPMA) conduct their businesses with integrity, credibility and the desire to succeed without misleading the consumer. They are committed to providing a positive, constructive and action-oriented environment that supports diversity in individuals and their talents, thoughts, and perspectives.

Where the words First Trade Registry™ are used in this Code and Preamble, it shall be deemed to include First Trade Registry™ Partner/Members & Associates (FTRPMA) regardless of the name of the businesses they operate. While our Code of Ethics and Business Conduct establishes obligations that may be higher than those mandated by law, in any instance where the Code and the law conflict, the obligations of the law must take precedence.

First Trade Registry's Code of Ethics cannot describe every business practice or principle related to honest and ethical conduct. It provides a framework to FTR Partner/ Members and others who may be associated with a Partner/Member or Members. Since each Partner/Member is an independent operator of his/her own home-based business or businesses, it is the Partner/Member's sole responsibility to conduct business as an FTR Partner/Member with honesty, integrity and lawfully and stand committed to sound ethical business practices through self regulation.

First Trade Registry's (FTR) most valuable assets are its Membership of Independent Partner/Members and Associates. Also its intellectual property, trade secrets, trademarks, service marks, copyrights, and its confidential information that is vital to the success of FTR. "Confidential information" is business, technical information, both oral and written about FTR, its Partner/Members, products, clients, or customers that is classified as proprietary, secret, or confidential, or not known to the public or our competitors and which provides FTR with a competitive advantage.

The title "First Trade Registry™" connotes:

- 1) "First" meaning First Trade Registry™; is #1, preceding all others in rank, dignity, excellence, quality of merchandise and service. The first of its kind, a visionary business like no other.

- 2) "Trade" meaning skilled profession, business, craft, clientele-customers-business of exchanging commodities and services for a fee, all persons engaged in the same line of business, to barter, to traffic, to carry on a trade or business for the purpose of buying, selling, or swapping.
- 3) "Registry" meaning "Information system", FTR's official record, FTR's trademarked name, an official listing containing the products and records of diverse information.

"FTRPMA" is synonymous with competency, fairness and high integrity resulting from adherence to the ageless standard expressed by THE GOLDEN RULE; "Do unto others as you would have them do unto you".

"FTRPMA" abide by the FTR "Honor System", the Cornerstone of First Trade Registry™. Mature judgment and personal integrity are qualities all Partner/Members & Associates must possess and employ. An Honor Council has been appointed to deal with issues arising when the conduct of a Partner/Member/Associate is questioned. Inappropriate conduct is never tolerated and can result in termination of an FTRPMA Membership.

By sharing the following with the reader, it is FTR's hope that the nature of the relationship between FTR and the FTRPMA can only be understood as completely interdependent and inseparable.

PART TWO

STATEMENT OF POLICY AND DEFINITION OF TERMS

First Trade Registry's Code of Ethics sets forth a comprehensive overview of our business philosophy and practices and is presented on our Web Site as a statement of policy for the public at large. However, contained herein are policies and practices, terms and definitions that specifically pertain to the daily conduct of Partner/Members. The policies and terms presented below are standards which must be maintained by all who are associated with First Trade Registry™.

THE HONOR SYSTEM "The Cornerstone of First Trade Registry™"

The honor system is the highest expression of trust. FTR's success depends upon each Partner/Member's willingness to uphold the ideals that bind First Trade Registry™ business builders together and makes unique, the global "Membership" to which they belong.

Mature judgment and personal integrity are qualities all Partner/Members must possess and employ. The nature of the extraordinary freedom, granted to a Partner/Member by FTR, to operate an independent, home based business, should not be misinterpreted as permission to operate outside the guidelines set forth by First Trade Registry™. Partner/Members must view the guidelines as a formula for success rather than a list of restrictive rules.

The honor system, when respected, earns and maintains the respect of the public and, most importantly, those with whom FTRPMA conduct business.

THE HONOR COUNCIL

On behalf of First Trade Registry Partner/Members an Honor Council has been appointed to deal with issues arising when the conduct of a Partner/Member is questioned. The Honor Council will be responsible for interpreting said questionable conduct and recommending appropriate action, if needed. The Honor

Council consists of five (5) Partner/Members in good standing. Misconduct by a Partner/Member is defined as a deliberate or irresponsible action or deed relating to any and all aspects of said Partner/Member's function as a First Trade Registry Partner/Member. Misconduct as defined above falls into two broad categories;

I. CONDUCT RELATING TO THE INTERACTION OF PARTNER/MEMBERS WITH CLIENTS AND THE PUBLIC AT LARGE.

Proper conduct toward First Trade Registry Partner/Members' clients is easily defined as the observance of good business practices. The principles of courtesy, fairness, honesty and integrity apply in all respects. Exceptions can never be justified and will not be tolerated. Because Partner/Members provide services, the reputation and the good will of the community are paramount to the success of Partner/Members and to FTR. As far as most buyers and sellers are concerned, The Partner/Member is First Trade Registry.

Partner/Members who demonstrate a disregard for these principles will be warned by the Honor Council. If misconduct, as defined by First Trade Registry, persists, the Honor Council may place a Partner/Member on probation, or revoke his/her membership.

II. CONDUCT RELATING TO THE DISCHARGE OF DUTIES TO FIRST TRADE REGISTRY AND OTHER PARTNER MEMBERS.

It is inconceivable that a Partner/Member's conduct to his/her fellow Partner/Members needs to be defined. "The Golden Rule" should suffice as the only directive a Partner/Member should require. Let it be simply stated then, that respectful and responsible behavior toward other Partner/Members is expected.

ETHICAL SALES PRACTICES

First Trade Registry Partners/Members shall:

- A. Conduct themselves in a professional, courteous and considerate manner;
- B. Represent First Trade Registry products and services in a sincere and honest manner and honor First Trade Registry's Code of Ethics.
- C. Represent First Trade Registry's Compensation Plan in an honest manner;
- D. Become familiar with and utilize First Trade Registry's marketing techniques, compensation plan and statement of policies and other materials as prescribed by First Trade Registry.
- E. Present First Trade Registry Independent Business Ownership Partnership/Membership, Associate Advertising Membership in a manner which is consistent with First trade registry's material and provide training, motivation and support to First Trade Registry Partner/Members in their support line.
- F. Not engage in any deceptive, unlawful, or unethical business or recruiting practices, high pressure selling or marketing illegal merchandise of any kind.
- G. Refrain from engaging in any deceptive, unlawful, or unethical business or recruiting practices such as;engaging in any high pressure selling or recruiting practices enrolling minors or persons who are not capable of making an informed decision with respect to entering into a business relationship with First Trade Registry.
- H. Seek in any way to violate or circumvent First Trade Registry's policies or code of ethics
- I. First Trade Registry Partner/Members are restricted from marketing any item that would and could be marketed by and through First Trade Registry for the purpose of circumventing First Trade Registry and avoid paying rightful commissions and fees to First Trade Registry and/or said Partner/Members' support line. Violation of this policy will result in immediate revocation of the offenders' First Trade Registry membership. Transactions in progress will be assigned to and completed by another Partner/Member and all monies resulting from the successful completion of those transactions will be distributed to the appropriate Partner/Members and First Trade Registry.
- J. Partner/Member applicants who own businesses marketing items or services duplicating those

marketed by First Trade Registry may be approved for membership if the relationship is seen to be advantageous to both parties. In that case questions regarding violation of any policy set forth herein may be brought before the Honor Council for adjudication.

OBLIGATIONS OF PARTNER/MEMBERS,

As an Independent Business Owner, it is FTRPMA responsibility to:

A. Abide by any and all federal, state, provincial, county, and local laws, rules, and regulations pertaining to the acquisition, marketing, selling, locating, distributing, or advertising of First Trade Registry products and services and the promotion of the First Trade Registry partner/membership and or Associate Advertising Membership.

B. At the Partners/Members, Associate Advertising Members own expense, make, execute or file all such reports and obtain such licenses as required by law or public authority with respect to his/her Independent

Business Ownership and/or receipt, holding, selling, marketing or promoting of First Trade Registry products and services.

C. Be solely responsible for declaration and payment of all local, state, provincial, federal and general sales taxes and fees as may accrue because of the Partner/Member, Associate Advertising Member activities in conjunction with his/or her own Business Ownership.

D. Supply all of his/her own equipment and tools for operating his/her business such as computer, telephone, transportation, office equipment, office supplies and professional services and

E. Provide his/her own place of business and determine his/her own work hours.

INHERITANCE OF BUSINESS

Any First Trade Registry's Partners business which is defined, as his or her support line, and all the monies derived from this business, may be inherited by a single person or a trust. It must comply with FTR guidelines pursuant to a valid will or other appropriate document, or in accordance with intestacy laws of the state, province, or country in which the partner resides.

SALE OR TRANSFER OF BUSINESS

A. Any First Trade Registry partner/member can sell or transfer his/her business, which is defined, as his/her support line, and all monies derived. (B) The sale or transfer of a First Trade Registry partner's business must be approved in writing by First Trade Registry as being in the best interest of all parties involved.

ONE BUSINESS PER PERSON OR MARRIED COUPLE

A Partner may not own, or operate or have a financial interest in more than one Independent First Trade Registry business. Married couples are treated as a single partner for the purpose of this policy.

AMENDMENTS TO COMPENSATION PLAN, STATEMENT OF POLICIES, AND /OR USER AGREEMENT

Upon notification to Partners/Members, Associate Advertisers, First Trade Registry may, at its sole discretion, amend the Compensation Plan, Statement of Policies & Definitions of Terms, and/or User Agreement. Please review Terms of Use - User Agreement:

<http://www.firsttraderegistry.com/legal/terms_of_use.htm>

INCOME CLAIMS

Partners/Members are prohibited from making false, misleading or inaccurate claims about their or other persons' compensation received under the First Trade Registry Compensation Plan.

First Trade Registry's Statement of Policies and Definition of Terms will be updated periodically. Partner/Members will be notified when changes are made.

PART THREE

FTRPMA BUSINESSES; Alike yet Different

FTRPMA businesses have much in common with each other, yet are distinctly different in terms of their products, services and markets. One may market collectible and antique cars while another may engage in wholesale catalog marketing products directly to consumers. Another may market only consulting services, or build websites for other businesses. They are alike because all FTRPMA have their First Trade Registry Partner/Member/Associate memberships in common. In many cases, this code of ethics/conduct bridges or combines "Business" ethics, relating to the ethical responsibilities of one entity, FTR, with the personal ethics and conduct of the individual, an FTRPMA. FTR, the entity, deals with the consumer, not directly, but through the activities of the body of members, the FTRPMA. Since it is the FTRPMA who deal with consumers, FTR must fulfill IT'S ethical responsibilities by PROVIDING TEACHING AND TRAINING MATERIALS AND MAKING CERTAIN ADVERTISING AND MARKETING TOOLS AVAILABLE TO FTRPMA. FTRPMA ARE RESPONSIBLE FOR HELPING TO TRAIN AND PREPARE NEW FTRPMA TO CONDUCT THEMSELVES IN ACCORDANCE WITH THE FTR CODE OF ETHICS/CONDUCT. FTR strives, in this way, to assure the integrity of all FTRPMA.

It is hoped that readers of this code of ethics will understand that the following can only be understood completely by realizing that FTR, "Mobile World Direct MarketingSM", "Women On the jobTM", For Sale By Owner AdvocateTM and FTRPMA are one.

There is no need to address the similarities and differences of each and every FTRPMA Business. The only purpose here is to make it clear that, regardless of the name or nature of each Business, the FTR code of ethics/conduct uniformly promotes the highest ethical conduct by all FTRPMA.

The following has been adapted from the Web Hosting Agreement home owners sign when contracting with an FTRPMA to help Sellers sell their homes without the help of a licensed Realtor. This agreement is re-named for each of FTR's businesses that host Web Pages for it's customers but remains the same in wording and content.

Code Of Ethics adopted 1998. Last updated and Amended: January 2006

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For Sale By Owner AdvocateTM Web Page Hosting Agreement

This agreement is between For Sale By Owner AdvocateTM, A First Trade RegistryTM Web Site and the Customer for the purposes of Web Page Hosting and Advertising.

I. Financial Arrangements:

1. The Customer agrees to pay fees, set by For Sale By Owner AdvocateTM, for the professional construction of a Web Page to be hosted on www.forsalebyowneradvocate.com and www.forsalebyowneradvocate.com/info Web Sites for the purpose of advertising, for sale, the customer's designated residence_____, business_____, commercial_____, industrial_____, land_____, other_____, located at: _____

Upon completion of the Customer's web page the customer will be afforded a free, one time opportunity to change wording, links and pictures. Future changes will be feebased. There will be no monthly web hosting fee. Fees for changes will be based on the extent and complexity of the changes and will be determined by First Trade Registry. The Customer's web page will contain links, pictures, and all content describing the customer's designated land/structures including phone number and e-mail. Artwork

such as Logos, photos or computer generated graphics and text, supplied by the Customer, must be given to For Sale By Owner Advocate™ as an electronic file contained on a Zip Disk or CD. Fees may be charged for processing the Customer's artwork, and will be determined by For Sale By Owner Advocate. For Sale By Owner Advocate™ retains all rights and ownership to artwork and content of the Customer's web page, and has no obligation to hand over to the Customer the completed web page or any part thereof.

2. The presence of said web page on For Sale By Owner Advocate's Web Site will be continuous until the designated land and/or structures have been sold.

3. The Customer agrees to accept sole responsibility for all statements and claims made relating in any way to the designated land/structures, and also agrees to hold For Sale By Owner Advocate™ and First Trade Registry harmless should any such claims and/or statements prove to be false or misleading.

4. For Sale By Owner Advocate™ will not participate in the showing or selling of the designated land/structures or provide any assistance to the Customer that would violate federal, state or local licensing requirements. The Customer understands that For Sale By Owner Advocate™ is not a licensed realtor, and cannot act as such.

5. Any assistance provided by For Sale By Owner Advocate™ to the Customer, other than the construction of the Customer's web page, is limited to providing information and training to the Customer which will enable the Customer to successfully market and sell the Customer's designated land/structures. No personal contact by any person representing For Sale By Owner Advocate™ with buyers or bidders for the Customer's land/structures is permitted and no For sale By Owner Advocate agent or representative may act as a broker or sales agent on behalf of the Customer.

6. The Customer is responsible for all advertising placed in local media and for showing the designated land/structures to prospective buyers/bidders.

7. The Customer will be the sole source of contact by prospective buyers/bidders and will provide appropriate contact information to be placed on the Customer's web page such as telephone numbers, e-mail addresses, fax numbers and mailing addresses.

8. Qualified For Sale By Owner Advocate agents, known as "Advocates" will provide in-home training to the Customer acquainting the Customer with proven marketing techniques including how to screen callers, deal with offers, use the web page address most effectively, how to get valuable information from callers, how to close a deal, find an attorney, save money and many other helpful hints. In-home training will be fee based and optional.

9. Professional signage will be made available to the Customer for a fee.

10. The Customer understands that by signing this agreement The Customer agrees to all terms and conditions contained in this document. Any changes or additions to this agreement must be in writing and approved by the Customer and For Sale By Owner Advocate™

The Customer also understands and agrees that this is a binding agreement between The Customer and For Sale By Owner Advocate™ and that the Customer has read, understood and agreed to the terms and conditions contained in the www.firsttraderegistry.com user agreement at http://www.firsttraderegistry.com/legal/terms_of_use.htm.

I I. Limited Liability:

1. The customer expressly agrees that use of For Sale By Owner Advocate's Web Site is at the Customer's sole risk. Neither For Sale By Owner Advocate™ or First Trade Registry™ or any of its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that First Trade Registry's server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of any server used by First Trade Registry™ and/or any of its Web Sites/Pages as to the reliability or accuracy or content of any information, service or merchandise contained in or provided through any server service used by First Trade Registry unless otherwise expressly stated in this agreement .

2. Under no circumstances, including negligence, shall First Trade Registry™, For Sale by Owner Advocate™ its officers, agents, or anyone else involved in creating, producing or distributing any server service used by First Trade Registry™ or any of its Web Sites/pages be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use any server service used by First Trade Registry™; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to First Trade Registry's records, programs or services. The customer hereby acknowledges that this paragraph shall apply to all content on any server service used by First Trade

Registry™ or For sale By Owner Advocate™ or any of First Trade Registry's Web Sites/pages.

III. Termination:

- 1. This agreement may be terminated by the customer at any time for any reason.
- 2. The Customer will not be entitled to any refund of any fees or expenses for any reason.
- 3. Termination will result in the immediate removal of the Customer's web page at First Trade Registry's or For Sale By Owner Advocate's discretion.

IV. Trademarks, Copyrights & Customer Artwork & Designs

1. The Customer hereby grants permission to First Trade Registry™ and For Sale By Owner Advocate™ to use any artwork provided by the Customer, on paper or electronic disk, including any trade marks or copyrights contained therein, in the design and construction of the Customer's web page without charge and without any obligation to preserve or return said material to the Customer.

V. Lawful Purpose:

1. The Customer may only use the web page for marketing/selling the designated land/structures, and for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

VI. Transfer:

- 1. This agreement is not transferable.

Signed _____ / ____ / ____ / ____

Address _____ / ____ / ____ / ____