



IBCA

International Business Credential Association

MEMBERSHIP TERMS AND CONDITIONS

Effective Date: June 29, 2026

Version: v1.3

Governing Law: State of California, United States

Organization Type: California Nonprofit Mutual Benefit Corporation, operated in a manner consistent with Section 501(c)(6) of the Internal Revenue Code

1. About IBCA

The International Business Credential Association ("IBCA" or "Association") is a California-incorporated nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law (California Corporations Code §§ 7110 et seq.) and operated in a manner consistent with Section 501(c)(6) tax-exempt purposes. IBCA develops and maintains voluntary best-practice and readiness frameworks for Importer of Record (IOR) compliance — helping members meet the standards set by U.S. Customs and Border Protection (CBP) — and provides credentialing, independent compliance-capability assessment, education, and ecosystem coordination to promote best practices in U.S. import compliance and supply chain governance. IBCA does not create regulatory requirements; CBP defines what it means to be an Importer of Record, and IBCA's role is to help members meet and evidence those requirements.

IBCA is not a regulator and does not set, replace, or override the standards defined by CBP. IBCA is not a licensed customs broker, law firm, certified public accounting firm, insurance company, financial institution, logistics provider, or government agency. No content, framework, or credential provided by IBCA constitutes legal advice, customs broker services, tax advice, or professional licensure of any kind. The hands-on customs, legal, accounting, and logistics work referenced in these Terms is delivered by the independently vetted, CTPAT-certified providers IBCA coordinates — never by IBCA itself.

Neutrality and Revenue. IBCA pre-selects and vets providers solely on certification, standing, and compliance discipline, never on commercial arrangements. Any service fees a member pays to network providers are strictly between the member and the provider and have no impact on IBCA's revenue; IBCA earns nothing from them.

2. Eligibility and Admission by Invitation

2.1 Invitation-Only Membership

Membership in IBCA is by invitation only. It is not a product that may be purchased or an account that may be opened by open application. Admission is initiated by nomination from an existing member or partner, by the IBCA Nexus Alliance governance body, or by IBCA directly, and is granted only following independent, document-based verification. A prospective member may submit a brief expression of



interest for IBCA's consideration; an expression of interest does not constitute an application and creates no right to membership.

2.2 Eligibility Criteria

To be considered for invitation, a prospective member must be a legally formed business entity, professional service firm, or qualified individual who:

- Is organized and lawfully operating under the laws of the United States or a recognized foreign jurisdiction;
- Maintains or is actively establishing a U.S. presence relevant to import, logistics, trade compliance, or supply chain operations;
- Is engaged in or directly supports IOR operations, supply chain compliance, customs brokerage, third-party logistics, trade finance, trade advisory, insurance, or related commercial activities;
- Meets the eligibility criteria for the applicable membership tier as described in Section 3;
- Is not subject to any applicable U.S. sanctions, denied-party list designation, or UFLPA enforcement action that has not been resolved to IBCA's reasonable satisfaction; and
- Agrees to be bound by these Membership Terms, the IBCA Code of Conduct, and all applicable Association policies as amended from time to time.

2.3 Exclusions

IBCA reserves the right to decline, withhold, or revoke membership, in its sole and reasonable discretion, where:

- The prospective or current member is or becomes designated on a U.S. Government denied-party, entity, or specially designated nationals list;
- The prospective or current member has been found to have engaged in material misrepresentation in connection with an invitation, expression of interest, or membership;
- The prospective or current member's continued membership would, in the reasonable judgment of the Board of Directors, conflict with IBCA's tax-exempt purposes, legal obligations, or public mission; or
- The member has materially breached these Terms and failed to cure such breach within the period specified in Section 11.

3. Membership Tiers and Benefits

3.1 Tier 1 — Associate Member

Associate Members are entities or individuals at the compliance foundation stage (corresponding to IBCA Phase 1: Compliance Cold Start):

- Access to the IOR Enablement Program: initial compliance gap scan, IOR structure assessment, and UBO / anti-fraud controls inventory.
- Access to IBCA-published best-practice frameworks, checklists (including KYC and UFLPA Compliance Checklists), and regulatory policy tracking updates.
- Introduction to the pre-selected CTPAT-qualified service provider network.



- Listing in the IBCA Associate Member directory.
- Eligibility to attend IBCA workshops, webinars, and training events at member rates.
- Use of the "IBCA Associate Member" designation in marketing materials, subject to the brand and usage guidelines in Section 7.

3.2 Tier 2 — Certified Supplier Member

Certified Supplier Members are entities that have demonstrated compliance readiness and capability against IBCA's governance and evidence frameworks corresponding to Phase 2–3 (Governance Automation and Credit Asset Building):

All Tier 1 benefits, plus:

- Access to the Cloud Control Plane program, including RACI matrix workflows, SKU Gate screening documentation, and audit-trail frameworks.
- Eligibility for Evidence & Credit Layer services: IAL WORM audit-log design, Evidence Pack structuring, and Digital Credit Passport framework assessment.
- Full access to the coordinated, CTPAT-anchored value chain of vetted service providers.
- Priority listing in the IBCA Certified Supplier Member directory, accessible to financial institution partners and qualified buyers.
- Eligibility to participate in IBCA Nexus Alliance working groups and contribute to the development of voluntary IOR best-practice and readiness frameworks.
- Use of the "IBCA Certified Supplier Member" designation, subject to Section 7.

3.3 No Membership Dues

IBCA membership is a credential earned by conforming to IBCA's voluntary best-practice and readiness frameworks. It is not a paid subscription. IBCA charges no annual membership dues and no recurring membership fees. Membership is granted, maintained, and renewed on the basis of demonstrated compliance readiness and continued good standing, not on the payment of dues.

IBCA may charge cost-based fees for certain optional programs, assessments, Evidence Pack reviews, or training events; any such fees are set by the IBCA Board of Directors, published on www.usibca.org, and communicated at the point of enrollment. Service fees charged by independent network providers are set by those providers, are paid directly to them, and do not constitute IBCA revenue.

3.4 Partner Membership

Organizations invited to participate as Compliance & Logistics Partners, Professional Advisory Partners, or Financial & Insurance Partners are subject to the separate IBCA Partner Terms and Conditions. Partnership is by invitation only and is governed by the executed IBCA Partner Application Form and associated agreement. Where applicable to the partner's function, valid CTPAT certification is a mandatory condition of partnership.

4. Invitation and Admission Process

4.1 Path to Membership



Membership cannot be self-applied. Following nomination or an expression of interest, an invited prospective member must:

- Complete and submit the IBCA Member Application Form provided upon invitation;
- Provide all required supporting documentation, including company registration documents, UBO Statement (CPA-endorsed), Anti-Fraud / Fraud-Free Statement (CPA-endorsed), U.S. Citizen / Resident Endorsement Form (where applicable), KYC documentation, and any other documents specified in the Application Form;
- Agree to these Membership Terms, IBCA's Privacy Policy, and Code of Conduct; and
- Remit the applicable processing fee (if any) as specified on the Application Form.

4.2 Review and Determination

IBCA's Membership Committee will review invited applications and render a determination within fifteen (15) to thirty (30) business days of receipt of a complete application package. IBCA reserves the right to request additional information or documentation during the review process. Incomplete applications will be placed on hold pending receipt of missing materials.

IBCA may grant or decline membership in its sole and reasonable discretion, consistent with these Terms and California Corporations Code § 7341 (governing California nonprofit membership admission criteria). IBCA will provide written notice of its determination.

4.3 Accuracy of Information

By submitting a membership application, the applicant represents and warrants that all information provided is true, accurate, complete, and not misleading as of the date of submission. Applicants must promptly notify IBCA of any material change to information previously provided. Material misrepresentation is grounds for immediate revocation of membership without refund.

5. Member Obligations and Conduct

5.1 Compliance with Applicable Law

Members must maintain compliance with all applicable U.S. federal and state laws and regulations relevant to their import, export, logistics, and supply chain operations, including but not limited to: U.S. Customs and Border Protection (CBP) Reasonable Care standards; the Uyghur Forced Labor Prevention Act (UFLPA); Section 301, 201, and 232 tariff requirements; applicable Office of Foreign Assets Control (OFAC) sanctions regulations; and applicable state and federal anti-fraud and anti-money-laundering laws.

5.2 Maintenance of Eligibility

Members must continuously satisfy all eligibility requirements applicable to their membership tier. Members must promptly notify IBCA in writing within ten (10) business days of:

- Any material change to company ownership, UBO structure, or organizational form;
- Any debarment, suspension, sanctions designation, UFLPA entity listing, or similar government enforcement action affecting the member or its principals;



- Any material criminal conviction, civil judgment, or regulatory enforcement action related to trade, customs, fraud, or financial crimes affecting the member or its principals; or
- Any other development that would reasonably affect the member's eligibility or standing under these Terms.

5.3 Code of Conduct

Members agree to:

- Conduct their business activities with honesty, integrity, and transparency;
- Refrain from making false, misleading, or defamatory statements about IBCA, other members, or third parties in connection with IBCA activities;
- Not engage in collusion, price-fixing, market allocation, bid-rigging, or any other activity in violation of U.S. antitrust law in connection with IBCA membership activities or meetings;
- Not use IBCA membership, credentials, or designations to make claims of government endorsement, regulatory approval, or any other representation not expressly authorized by IBCA in writing;
- Not engage in conduct that disparages the IBCA name or interferes with IBCA's mission or operations.

Antitrust Notice. IBCA activities are conducted in compliance with U.S. antitrust laws. Members participating in IBCA framework-development activities, working groups, and meetings must not use those forums to discuss or coordinate pricing, market allocation, or competitive strategy.

6. Fees and Payment Terms

6.1 No Membership Dues

IBCA charges no annual membership dues and no recurring membership fees. Membership is maintained through continued conformance with IBCA's best-practice frameworks and continued good standing under these Terms, not through the payment of dues. There are accordingly no dues-related administrative holds, late charges, or payment-based renewals.

6.2 Optional Program Fees

IBCA may charge cost-based fees for certain optional programs, assessments, Evidence Pack reviews, training programs, and other specific IBCA offerings. Such fees, where applicable, are subject to the fee schedule in effect at the time of enrollment and are non-refundable once the relevant offering has commenced, except as may be expressly provided in a separate agreement. Enrollment in any optional, fee-based program is voluntary and is not a condition of membership.

6.3 Network Provider Fees

Fees for services rendered by independent network providers are set by those providers and governed by the member's separate arrangement with the provider. Such fees are not collected by, owed to, or refundable from IBCA, and have no impact on IBCA's revenue.

7. IBCA Name, Logo, and Member Designations



IBCA grants active members a limited, non-exclusive, non-transferable, revocable license to use the applicable IBCA member designation ("IBCA Associate Member" or "IBCA Certified Supplier Member") solely for truthful identification of the member's current membership status and subject to the following conditions:

- Designations may be used on the member's website, marketing materials, email signatures, and business collateral in accordance with IBCA's published brand guidelines.
- Designations may not be used in a manner that implies government endorsement, regulatory certification, professional licensure, or any representation beyond active membership in IBCA.
- IBCA's name, logo, and trademarks may not be modified, incorporated into the member's own trademarks, or used in connection with any product, service, or content that IBCA has not approved in writing.
- The license to use IBCA designations terminates immediately upon expiration, suspension, or termination of membership.

8. Intellectual Property

All IBCA-published frameworks, checklists, white papers, training materials, playbooks, templates, and other content ("IBCA Content") are the intellectual property of IBCA and are protected by applicable copyright, trademark, and other intellectual property laws.

Members are granted a limited, non-exclusive license to use IBCA Content for their own internal compliance purposes. Members may not reproduce, distribute, publicly display, create derivative works from, or commercially exploit IBCA Content without IBCA's prior written consent.

9. Confidentiality

Members who receive access to non-public IBCA materials, member directory information, working group deliberations, or peer-review processes agree to treat such information as confidential and not to disclose it to third parties without IBCA's prior written consent, except as required by law. This obligation survives termination of membership for a period of three (3) years.

10. Disclaimer and Limitation of Liability

10.1 No Professional or Legal Advice

IBCA's frameworks, checklists, advisories, and other content are provided for general informational and educational purposes only. Nothing published or communicated by IBCA constitutes legal advice, customs broker advice, accounting advice, financial advice, or any other form of professional advice. Members should consult qualified licensed professionals (including licensed customs brokers, attorneys, and CPAs) for advice specific to their circumstances.

10.2 Disclaimer of Warranties

IBCA frameworks, programs, and content are provided "as is" and "as available" without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.



10.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY CALIFORNIA LAW, IBCA'S AGGREGATE LIABILITY TO ANY MEMBER FOR ANY CLAIM ARISING OUT OF OR RELATED TO MEMBERSHIP OR THESE TERMS SHALL NOT EXCEED THE TOTAL OPTIONAL PROGRAM FEES PAID BY THAT MEMBER TO IBCA IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR ONE THOUSAND U.S. DOLLARS (US\$1,000), WHICHEVER IS GREATER. IN NO EVENT SHALL IBCA BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Suspension and Termination of Membership

11.1 Voluntary Resignation

A member may resign from IBCA at any time by providing written notice to IBCA. Resignation is effective upon receipt of the notice. Because membership carries no dues, no dues refund arises upon resignation; any optional program fees already paid are governed by Section 6.2.

11.2 Automatic Termination

Membership terminates automatically upon:

- Dissolution, liquidation, or cessation of business operations of the member entity;
- The member ceasing to satisfy the eligibility criteria for its membership tier; or
- Any event that renders the member ineligible for membership under Section 2.3.

11.3 Termination for Cause

IBCA may suspend or terminate a membership for cause, including material breach of these Terms, violation of the IBCA Code of Conduct, or conduct harmful to IBCA or its members, subject to the following process:

- IBCA will provide written notice of the alleged breach or ground for termination.
- The member will have thirty (30) calendar days from the date of notice to cure the breach or provide a written response.
- If the breach is not cured within the cure period, or if the breach is not capable of cure, IBCA may immediately suspend or terminate membership.
- IBCA will provide written notice of its final determination.

Pursuant to California Corporations Code § 7341, members whose membership is proposed to be terminated for cause have the right to a hearing before the Board of Directors or a designated committee upon written request submitted within ten (10) days of receipt of the termination notice.

11.4 Effect of Termination

Upon termination or expiration of membership, the member must immediately cease use of all IBCA member designations, logos, and references to IBCA membership in all materials and platforms. Access to member-only services and resources will be revoked. Confidentiality obligations and any accrued payment obligations survive termination.



12. Dispute Resolution

12.1 Informal Resolution

In the event of any dispute, claim, or controversy arising out of or relating to membership or these Terms, the parties will first attempt to resolve the matter through good-faith negotiation. Either party may initiate the informal process by providing written notice to the other party describing the dispute in reasonable detail.

12.2 Mediation

If informal resolution is not achieved within thirty (30) days of the notice described in Section 12.1, the parties agree to submit the dispute to non-binding mediation before a mutually agreed mediator in California before commencing any litigation.

12.3 Governing Law and Venue

These Terms are governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles. Any legal proceedings not resolved through mediation shall be brought exclusively in the state or federal courts located in California, and each party irrevocably consents to the personal jurisdiction of those courts.

12.4 Waiver of Class Action

To the extent permitted by applicable law, all disputes shall be resolved on an individual basis. Members waive any right to participate as a plaintiff or class member in any purported class action or representative proceeding against IBCA.

13. Amendments to These Terms

IBCA reserves the right to amend these Membership Terms and Conditions from time to time in accordance with its bylaws and applicable California law. Amendments will be communicated to active members by email and posted on www.usibca.org at least thirty (30) days before taking effect. Continued membership after the effective date of an amendment constitutes acceptance of the amended Terms.

14. General Provisions

14.1 Entire Agreement

These Terms, together with the Privacy Policy, Code of Conduct, and any executed service agreements, constitute the entire agreement between IBCA and the member with respect to membership and supersede all prior negotiations, representations, or agreements relating to the subject matter hereof.

14.2 Severability

If any provision of these Terms is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

14.3 Waiver



IBCA's failure to enforce any provision of these Terms on any occasion shall not constitute a waiver of IBCA's right to enforce that provision in the future.

14.4 Assignment

Members may not assign, transfer, or sublicense their membership or any rights under these Terms without IBCA's prior written consent. IBCA may assign its rights and obligations under these Terms in connection with a merger, reorganization, or transfer of substantially all of its assets.

14.5 Notice

All notices required or permitted under these Terms shall be in writing and delivered by email (with confirmation of receipt) or certified mail to the addresses on file with IBCA. Notices to IBCA should be sent to: admin@usibca.org.

15. Contact Information

For questions about membership eligibility, dues, or these Terms, please contact:

IBCA Membership Office

International Business Credential Association

Email: admin@usibca.org

Website: www.usibca.org

Mailing Address: 660 North Diamond Bar Blvd, Suite 100, Diamond Bar, CA 91765

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