



**CONSTITUTION OF
GENERAL POST EXCHANGE
CO-OPERATIVE DIVISION (GPEX CO-OP)**

The Government of The United States of America
GPEX Co-Op
RR 1, Box 11
The United States of America,
Global Postal Code-NAC:850H2 MR7C8
Email: committee@continentaldollar.com

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1. Name

The name of the member group shall be General Post Exchange Co-Operative (hereinafter “GPEX Co-Op”)

1.1 Jurisdiction and Governing Law

The GPEX Co-Op shall be under universal jurisdiction of the General Post Exchange of the General Post Office Government Agency governed by the General Post Articles of the General Post Office of the Government of The United States of America and the terms and conditions of this Constitution and the laws of the Government of The United States of America.

2. Mission and Intent

The mission and intent of the GPEX Co-Op is to establish and promote and organize trade and commerce between the members and promote international relations with other exchanges in those countries as well as pursue other purposes and objectives as may be adopted from time to time by the GPEX Co-Op.

3. Objectives



The group will fulfil the purpose by:

- 3.1** Establishing and promoting commerce regardless of sex, ethnic origin, nationality, and other differences recognizing the value of our many differences.
- 3.2** Publicizing and promoting the GPEX Co-Op.
- 3.3** Establish human rights compliant rules and regulations for conducting commerce among members; open, manage and close accounts and administer processes and procedures for the effective management of the GPEX-Co-Op.
- 3.4** Promote and support the on-going use of the full title, tax free, National currency known as the Continental Dollar, in all its denominations. GPEX Co-Op shall have use of the three letter code “UCD” which represents the codified Continental Dollar of the Government of The United States of America and the currency symbol “+” which is the symbol/identifier of the Continental Dollar in digital form across the Do Barter Network and other networks.
- 3.5** Organise meetings and training courses and events.
- 3.6** Take any action not forbidden by law or this constitution which would be beneficial to the goals and objectives of GPEX Co-Op and its members.

4. Membership

- 4.1** Membership of GPEX Co-Op shall be open to anyone who is interested in the mission and intent of the GPEX Co-Op and is willing to abide by its constitution and other rules and regulations, as established.
- 4.2** The fee for annual membership within the GPEX Co-Op shall be +49.00. Every member shall have one vote at general meetings.
- 4.3** The Management Committee shall have the authority to refuse membership to any applicant(s); if it is determined such membership would be detrimental to the aims, purposes or activities of the group.



4.4 Registration and termination of membership.

4.4.1 Any member of GPEX Co-op may resign his/her membership and any representative of a member organisation or section may resign such position, by giving to the secretary of the Management Committee written notice to that effect.

4.4.2 The Management Committee may, by resolution passed at a meeting thereof, terminate or suspend the membership of any member, if, in the opinion of the Management Committee, the conduct of such member is prejudicial to the interests and objectives of the GPEX Co-OP, PROVIDED THAT the individual member or representative of the member organization (as the case may be) shall have the right to be heard by a General Post Master before termination is effective. There shall be a right of appeal to the General Post Master Council.

5. Management

5.1 The GPEX Co-Op shall be administered by a Management Committee of not less than three (3) and not more than seven (7) General Post Masters. All individuals not holding General Post Master status that wish to serve on the Management Committee must take an oath or affirmation to the office of General Post Master of the General Post Office of the Government of The United States of America.

5.2 The officers of the Management Committee shall be:

The Chairperson
The Treasurer
The Secretary

and other such officers the GPEX Co-Op shall deem necessary at the meeting.

5.3 The Management Committee is required to meet once per year but may meet more frequently to ensure proper management and administration of the GPEX Co-Op. A quorum shall be three (3).



- 5.4** The Management Committee shall possess the authority to define and establish membership classifications, fee schedules and policies and procedures for the administration of GPEX Co-Op.
- 5.5** Voting at Management Committee meetings shall be by a vote of ye or nay. If there is a tied vote then the chairperson shall have a second vote.
- 5.6** The Management Committee shall possess the authority to establish, as deemed necessary, sub-groups, committees and working parties, accountable to the committee, that shall enhance the GPEX Co-Op and to assist in meeting stated goals and objectives.

6. Finance

- 6.1** Any and all transactions are to be conducted using the Continental dollar, a full title, and tax free, non-royalty free National currency.
- 6.2** Upon resignation or termination, a member shall be provided ninety (90) days from such date to zero-out member's account. Unclaimed accounts become the sole and exclusive property of the GPEX Co-Op.
- 6.3** The Management Committee will ensure that the group stays within the budget and that all Continental Dollars in the GPEX Co-op are backed by services and products.

7. Management Committee Meetings

- 7.1** The Management Committee is required to meet two (2) times each year but may meet more frequently to ensure proper management and administration of the GPEX Co-Op.
- 7.2** Notice for a meeting is to be publicized in the GPEX Co-op news letter a minimum of thirty (30) days prior to a meeting and a quorum for a meeting shall be three (3).
- 7.3** The Management Committee shall be accountable to GPEX Co-Op at all times.



7.4 Minutes are to be kept for all meetings and available to any member in good standing.

7.5 Any meeting organized and conducted under the classification as “emergency” or “necessary” shall be exempt from the thirty (30) day notice requirement. The minutes of such meeting shall clearly indicate the “emergency” classification or “necessary” classification and include in detail, a description of the emergency and how such emergency would negatively affect the GPEX Co-Op or its membership.

8. General Member Meetings

8.1 The Management Committee shall call at least two (2) general member meetings each year to account for its deliberations and actions in a membership forum. A substantial time of this meeting must be dedicated to direct dialogue between the GPEX Co-Op members and the Management Committee.

8.2 The Chair of the Management Committee shall chair these meetings.

8.3 At least thirty (30) days’ notice of such a meeting must be given and said notice publicized in the GPEX-Co-Op news letter.

8.4 Minutes of all General Member Meetings of the GPEX Co-Op are required and such minutes published in the GPEX Co-op news letter.

8.5 The quorum for a General Member Meeting is five (5).

9. Annual Review Meeting

9.1 The GPEX Co-Op shall hold an Annual Review Meeting (ARM) organized and conducted by the Management Committee at not more than 12 month intervals.

9.2 Notice of the Annual Review Meeting is to be published not less than sixty (60) days before said meeting in the GPEX Co-op News letter.



9.3 The business of the ARM shall include:

9.3.1 A summary report from the Chairperson of the activities of the GPEX Co-Op over the year.

9.3.2 Receiving a report and presentation of the last financial year's accounts from the Treasurer on the finances of the GPEX Co-Op.

9.3.3 Appointing a new Management Committee and considering any other matter as may be appropriate at such a meeting.

9.3.4 The quorum for Annual General Meeting shall be at least eight (8) persons of which no more than four (4) shall be Management Committee members.

10. Alteration of the Constitution

10.1 Proposals for amendments to this constitution or dissolution (see Clause 11) must be delivered to the secretary in writing. The secretary in conjunction with all other officers shall then decide on the date of a General Member Meeting to discuss such proposals, giving at least thirty (30 days) clear notice to the membership. The membership shall be entitled to express their views, comments and possible solutions if any flaws are found in the constitution or amendments. The Management Committee are required to hear any solutions proposed by the membership and acknowledge any flaw as a matter of conscience.

10.2 Any changes to this constitution must be agreed by at least two thirds of those members present and voting at any National assembly.

11. Dissolution of GPEX Co-op

The group may fall under dissolution at any time if agreed by two thirds of those members present and voting at the National assembly. Any assets shall be returned to their providers, if they require it, or shall be passed to another group with similar aims.



12. General Provisions-Membership Agreement

General Post Exchange on-line MEMBERSHIP AGREEMENT

12.1 CONTRACT AND MODIFICATION OF CONTRACT

12.1.1 The following terms & conditions constitute the contract by and among Member and General Post Exchange Co-Op (hereinafter “GPEX Co-Op”). Any use of GPEX Co-Op to facilitate a transaction by a Network Member (hereinafter Member) constitutes acceptance of all terms, conditions, policies and procedures as most recently adopted by General Post Exchange and the GPEX Co-Op. They apply to all General Post Exchange Members and the members of the GPEX Co-Op and to all transactions facilitated by General Post Exchange. At its sole discretion, General Post Exchange may amend this Agreement by giving Member thirty (30) days written notice via e-mail. General Post Exchange may amend the Policies and Procedures with seven (7) days written notice via e-mail. Any purchase or sale by Member, which makes use of General Post Exchange after these time frames constitutes acceptance by Member of such change(s) and the agreement of Member to abide by the same.

12.2 PARTICIPATION IN THE EXCHANGE

NATURE OF THE PARTIES

12.2.1. General Post Exchange operates an association of businesses and professionals who have joined together to do business among themselves through the organized system which is regulated by the record-keeping and administrative services of General Post Exchange or its designee and through the medium of General Post Exchange Continental Dollars. General Post Exchange functions as a clearinghouse for the transactions of the Network membership.

12.2.2 General Post Exchange regulates the Network. General Post Exchange acts as a third party record-keeper and administers the clearinghouse function of the Network for the Members'. General Post Exchange may contract with others to provide all or part of such services including but not limited to the Continental Public Bank.



12.2.3 Member is a bona fide and legal business that desires to do business with other members of the Network and hereby subscribes to General Post Exchange's services. Member warrants that it is in compliance with all applicable laws of the industry and professional laws and regulations.

12.2.4 General Post Exchange reserves the right of final approval of this agreement and may refuse to accept anyone as a Member for any reason it deems necessary.

12.2.5 The signer of this agreement hereby acknowledges that they are over 18 years old.

12.3 DISCLAIMER OF WARRANTY AND LIABILITY

12.3.1 General Post Exchange makes no representation or warranty, either express or implied, and disclaims all liability, as to the fitness, quality, delivery date, merchantability, prices or any term of any trade transaction. Member agrees to indemnify and hold General Post Exchange and GPEX Co-Op harmless with respect to any claim, debt, or liability whatsoever, arising out of any transaction wherein Member is a Buyer or Seller. Member acknowledges that any transaction facilitated by the Network, in Which Member participates is entered into by Member on a voluntary basis. Member agrees to waive any claim, debt, or liability whatsoever against General Post Exchange or GPEX Co-Op arising out of any computer or software malfunction or processing errors.

12.4 TAXES

12.4.1 Seller and member of the GPEX Co-Op shall be solely responsible to collect and remit to their appropriate taxing Authorities the applicable taxes and shall collect and record these as required by law. Under no circumstances is General Post Exchange responsible to pay any taxes on behalf of any Member. Transactions involving General Post Exchange Continental Dollars are generally treated as non-taxable events for federal, state or provincial, and local tax purposes and General Post Exchange reports General Post Exchange Dollar sales to the office of the Treasury for the Government of The United States of America.



The declaration and reporting of applicable taxes resulting from trade transactions rests solely with the Member. Member agrees to indemnify and hold General Post Exchange harmless for any actions General Post Exchange takes to comply with the laws of the Government of The United States of America.

12.5 ADMINISTRATION OF THE EXCHANGE AND General Post Exchange Continental Dollars.

12.5.1 NATURE OF the Continental Dollars

Members' conduct transactions (purchases or sales of goods or services) using the General Post Exchange accounting system. Payments are made by posting debits and credits to the buying and selling Members' respective accounts, pursuant to these Rules and in the form of Continental Dollars.

12.5.2 A "Continental Dollar" is a National currency which operates as contractually accepted tender for specified debts between exchange members, backed by the goods and services available within the Network, and regulated by General Post Exchange. Continental Dollars denote value received for goods or services sold, and may be exchanged for other goods or services made available by General Post Exchange or GPEX Co-Op Members.

Continental Dollars may be used only in the manner and for the purposes set forth in this agreement & the Policies & Procedures. Neither General Post Exchange nor Member shall consider Continental Dollars as legal tender, securities, or commodities of a private central bank and are void where prohibited by law. General Post Exchange disclaims any and all responsibility for the acceptance or negotiability of the Continental Dollar or for the availability of goods or services from any source.

12.6 LIABILITY FOR Continental Dollars

Member acknowledges that Continentals Dollars in the Network (positive balances) are the liabilities of persons who have spent more than their earnings (negative balances); that there is a creditor/debtor



relationship between such persons, and that General Post Exchange transactions incur the normal business risks associated with any credit transaction. Any positive trade balances are solely the liability of Members' who owe Continental Dollars to the Exchange if derived from credit, not earned and are not the liability of General Post Exchange.

12.6.1 Member acknowledges and grants to General Post Exchange the right and power to regulate and control the number of Continental Dollars within the Network.

12.6.2 Member grants to General Post Exchange the right and power to Grant to the Network.

12.6.3 Member is authorized to exchange digital UCD to Continental Dollar cash.

12.7 SUSPENSION OR TERMINATION

12.7.1 If Member violates this Agreement or the currently effective Policies and Procedures, General Post Exchange may immediately terminate Members' account or may freeze all activity in the account without notice and/or make immediate adjustment to the transactions involved. At its sole discretion, General Post Exchange may reinstate Member or unfreeze Members' account.

12.7.2 Either party may terminate this Agreement upon seven (7) days written notice to the other party. Upon termination:

12.7.2A All cash and General Post Exchange service fees outstanding become due and payable immediately. No service fees will be refunded.

12.7.2B Any Member with a negative account balance (where purchases exceed sales) must balance their account with Continental Dollars within thirty days of termination date. After said thirty day period, Member must immediately pay General Post Exchange any remaining negative balance in their currency.

12.7.2C Any Member with a positive balance (where sales exceed purchases) must spend out their account within ninety days of termination. Any trade dollars remaining after ninety days will become the property of General Post Exchange.



FEES

Sign Up Fee:	\$49.00	Dues Start Delay:	365 days from signup
Renewal Fees:	Cash Fees:	Trade Fees:	
Annual Renewal Fee	\$0.00		\$49.00
Monthly Fees:	Cash Fees:	Trade Fees:	
Monthly Dues:	\$0.00		\$5.00
Sell Trade Fees:	Cash Fees:	Trade Fees:	
Percent Fee:	0.00%		1.00%

Fee Option: Sign up fee **NOTE: ALL Cash Fees are in UCD**

Notice: Any and all "\$" symbol is read as "+". The Continental Dollar symbol is "+" and is read as "UCD" meaning United Continental Dollar where the "\$" is a private currency symbol of a private central bank. The reason why the "\$" is on the General Post Exchange is because other exchanges are using the "\$" symbol and therefore cannot be removed on this Exchange.

The General Post Exchange membership is exclusive to American Nationals and General Post Masters. The GPEX Co-Op is for all others that wish to join the General Post Exchange and do business as a private co-operative within the General Post Exchange. All GPEX Co-Op members shall have a code of "1776". All GPEX Co-Op members are free to fly their own flag, however agree to the Universal Jurisdiction of the Government of The United States of America when doing business as a GPX Co-Op member.

Funds for the cash fees must be available at the time of the transaction or it will not be processed.

Fees paid to General Post Exchange are non-refundable. If buyers or sellers do not complete a transaction, or if performance of Members' obligations to each other is disputed, General Post Exchange will not be obligated to refund any fees it has received. In certain circumstances an approved cash credit may be applied to Members' accounts.

By acceptance of this agreement the Member agrees personally and corporately to guarantee payment of all cash fees and is responsible for all negative Continental dollars, if any.



12.8 Definitions:

- 1: General Post Exchange Trade Dollars means Continental Dollar.
- 2: The General Post Exchange means private membership association within The United States of America.
- 3: Comply with applicable laws means the laws of the Government of The United States of America. Comply with applicable law also means the laws of the jurisdiction and venue of the Member as it pertains to that particular member unless the laws violate the human rights of the particular member.

12.9 General Understanding:

The General Post Exchange serves American Nationals and is a trading platform within the Government of The United States of America. The Government of The United States of America will conduct trade and commerce in interstate commerce with other nations and countries. The Government of The United States of America is a sovereign entity and will respect foreign laws and consider those laws when trading with foreign subjects, citizens and Nationals, however it is not subject to those foreign laws. The Government of The United States of America treats any and all foreigners equally as American Nationals with all human rights and with the dignity of a human being. If there are any obligations imposed upon a foreigner, those obligations are enforced upon that foreigner by applicable law, however, the Government of The United States of America will not interfere with the enforcement of the foreign obligation and its enforcement upon the foreigner by the foreign jurisdiction. All foreigners are responsible for any obligations imposed upon them under their jurisdiction while trading on this trading platform.

The Government of The United States of America is a subject of the law of nations which means it is not a threat to The United States of America. It has its own county assemblies within it and contracts with other nations as a National Government of people that have claimed a Nationality as opposed to a Federal government of states.



The Government of The United States of America is organized under the Articles of Confederation as amended August 5th, 2015 brought forward and reformed into a republic from the original Articles of Confederation of 1781.

12.10 NO WAIVER OF RIGHTS

General Post Exchange failure or delay in exercising any right, will not operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further exercise of any right. General Post Exchange remedies are cumulative and are not exclusive of any remedies provided by law.

12.11 SEVERABILITY

Every item contained in this agreement is severable from every other term herein. If any term should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this Agreement or the Policies and Procedures. If legal action must be taken by General Post Exchange, Member shall pay General Post Exchange reasonable fees, costs, from the date of default until payment in addition to any other judgment as granted by a court of law, equity or an acceptable arbitration.

12.12 DISSOLUTION

If General Post Exchange terminates or otherwise ceases to do business, all Members' in a negative Continental Dollar position will pay amounts they owe in cash into a fund. The fund, less expenses, will be distributed pro rata to all Members' who are in a positive Continental Dollar position. General Post Exchange is not liable to any Members' for cash or Continental Dollars beyond the distribution of such funds.

12.13 SECURITY INTEREST

Member hereby grants General Post Exchange a security interest in all Continental Dollars in Members' account for the amount of all unpaid fees. If Member becomes insolvent or bankrupt all fees shall be due and payable in full. General Post Exchange shall have the option in lieu of filing as a creditor of treating the Continental Dollar balance as equal in value to the amount of cash fees owed, and



terminating the account; provided however, that if General Post Exchange does receive all of its cash fees in full, General Post Exchange shall reinstate the Continental Dollars to the Members' account.

12.14 *WARRANTY OF INFORMATION*

Member warrants that it provides all information to General Post Exchange in good faith and that such information is accurate to the best of Members' knowledge.

12.15 *FAX & E-MAIL SIGNATURES*

General Post Exchange will, and Member agrees that General Post Exchange may, accept a faxed or e-mailed signature as an original, legal signature.

12.16 *ENTIRE AGREEMENT*

Member acknowledges that it is not relying on any oral representations concerning this Agreement and that the complete agreement between the parties is contained in the Member Application, this Agreement and the Policies & Procedures.

12.17 *INDEMNIFICATION*

MEMBER AGREES TO HOLD HARMLESS AND INDEMNIFY General Post Exchange or GPEX Co-Op, IT'S OFFICERS, AGENTS, REPRESENTATIVES, ASSOCIATES AND ASSIGNS FROM ANY LOSSES, LIABILITY OR DAMAGES WHICH MAY RESULT FROM MEMBERS' PARTICIPATION IN ANY OF General Post Exchange's TRANSACTIONS, ACTIVITIES, PROGRAMS, PROMOTIONS, OR ADVERTISING, INCLUDING THE COSTS OF LITIGATION AND ATTORNEYS FEES.



12.18 JUDGMENT SETTLEMENT

In the event of a dispute between General Post Exchange or GPEX Co-OP and Member resulting in a judgment entered on behalf of the Member against General Post Exchange or GPEX Co-Op, Member agrees that General Post Exchange shall have the right to satisfy said judgment in Continental Dollars.

13. Adoption of the Constitution

This constitution was adopted by the members present at the ARM held on:

April 20th, 2016.

Trustee:



Signed:

.....
(Chair)

..... (Secretary)

..... (Treasurer)

..... (Member)

..... (Member)

..... (Member)





The Government of The United States of America
 Rural Free Delivery Route 1
 office of the registrar
 Box #4
 The United States of America
 Global Postal Code-NAC: 850H2 MR7C8
 Office hours: 9:00 - 9:00 UTC-6 Monday - Friday
 Phone: (602) 845-0473
 Email: registrar@generalpostoffice.international



ACKNOWLEDGEMENT

I, Alice Cenicerros, certify under penalty of bearing false witness under the laws of The United States of America that the foregoing paragraph is true and correct according to the best of my current information, knowledge, and belief.

The office of the registrar accepts and acknowledges the document: CONSTITUTION OF GENERAL POST EXCHANGE CO-OPERATIVE DIVISION and is recorded on: 33RD , in the year of Yahweh, 6018

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