



PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 02

MEMBERSHIP AGREEMENT

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

This document is a comprehensive business contract template prepared for operational use. It is not legal advice and should be reviewed, localized, and approved by qualified counsel before execution or public deployment in each applicable jurisdiction.

IMPORTANT MEMBERSHIP NOTICE

Premier Trade Exchange is a paid business-to-business platform. Membership provides contracted services, Marketplace access, verification, schedules, transaction administration, Trade Credit facilities, and other benefits stated in the Membership Order Form. Membership does not by itself guarantee completed purchases, completed sales, revenue, profit, Cash Conversion, or a specific financial result.

ARTICLE 1 - PARTIES

This Membership Agreement is between The RH Group LLC d/b/a Premier Trade Exchange ("PTE") and the business identified in the Membership Order Form ("Member"). Each signatory represents that they have authority to bind the relevant party.

ARTICLE 2 - MEMBERSHIP STRUCTURE

- 1 Every approved Member participates as both a Buyer and a Seller.
- 2 Every Member must maintain an approved Buying Schedule and Selling Schedule.
- 3 Membership requires paid activation at the fee stated in the Order Form.
- 4 PTE may assign a membership category, level, territory, transaction limit, multiplier, or service scope.
- 5 Membership is nonexclusive unless a signed territory or category provision states otherwise.

ARTICLE 3 - SERVICES

Subject to the Order Form and continuing eligibility, PTE may provide:

- 1 Business onboarding and verification;
- 2 Member Account and dashboard access;
- 3 Buying and Selling Schedule administration;
- 4 Marketplace Listings;
- 5 Buyer and Seller matching;
- 6 Transaction documentation and administration;
- 7 Trade Credit Accounts and ledger services;
- 8 Cash, mixed, and trade-credit settlement coordination;
- 9 Approved Cash Conversion mechanisms;
- 10 Compliance, support, reporting, training, and other plan services.

PTE may use authorized service providers without publicly identifying confidential white-label technology or backend providers unless legally required or operationally necessary.

ARTICLE 4 - APPLICATION AND APPROVAL

- 1 The Member must provide accurate corporate, ownership, authority, tax, banking, product, service, and compliance information.

- 2 PTE may approve, conditionally approve, defer, restrict, or reject an application.
- 3 Payment does not compel approval where legal, fraud, sanctions, capacity, or eligibility concerns remain.
- 4 False or misleading information is material breach.
- 5 Membership begins only after the applicable activation, verification, acceptance, and payment requirements are completed.

ARTICLE 5 - MEMBER OBLIGATIONS

The Member must:

- 1 Maintain accurate information;
- 2 Comply with all incorporated agreements and Applicable Law;
- 3 Perform confirmed Buying and Selling obligations;
- 4 Pay fees, taxes, and charges when due;
- 5 Use only authorized users and verified accounts;
- 6 Protect confidential information and introduced counterparties;
- 7 Respond promptly to compliance and transaction requests;
- 8 Maintain licenses, insurance, records, and capacity;
- 9 Avoid fee circumvention and off-platform concealment;
- 10 Report fraud, account compromise, sanctions concerns, and material changes.

ARTICLE 6 - BUYING AND SELLING SCHEDULES

- 1 Schedules define planned or committed activity, categories, values, periods, settlement mix, and legal status.
- 2 A Schedule may be an estimate, approved capacity, transaction authorization, conditional commitment, or binding obligation.
- 3 Only qualifying Completed Transactions count toward performance.
- 4 PTE may adjust capacity or progression based on verified performance, risk, disputes, default, or plan rules.
- 5 The current model is universal paid activation; no separate Buy First or Sell First membership path applies unless a later signed program states otherwise.

ARTICLE 7 - MULTIPLIER AND PROGRESSION

- 1 The Multiplier is a contractual capacity and progression tool, not an automatic earnings multiplier.
- 2 Progression may depend on activation, verification, signed schedules, completed obligations, timely payment, delivery, acceptance, fees, compliance, and performance scoring.
- 3 A maximum level is not automatically earned.
- 4 PTE may freeze or reduce prospective capacity after default, unresolved disputes, fraud, or risk.
- 5 No "100X" term guarantees a 100-fold Cash or investment return unless a specific signed guarantee clearly states the obligor, conditions, measurement, period, exclusions, and remedy.

ARTICLE 8 - TRADE CREDITS

- 1 Trade credits are contractual accounting units governed by the Trade Credit Terms.
- 2 They are not legal tender, deposits, securities, cryptocurrency, or guaranteed Cash.

- 3 PTE alone controls issuance and ledger administration.
- 4 Use, transfer, restriction, reversal, and Conversion are subject to the incorporated documents.
- 5 Cash Conversion is separate and ordinarily subject to a 10% Conversion Transaction Fee.

ARTICLE 9 - FEES

Unless a different signed rate applies:

- 1 Membership activation and recurring fees are stated in the Order Form;
- 2 Sellers pay 7% of the applicable Fee Base for qualifying Completed Selling Transactions;
- 3 Buyers pay 3% of the applicable Fee Base for qualifying Completed Buying Transactions;
- 4 Approved Cash Conversion carries a 10% fee on the Gross Approved Conversion Amount;
- 5 Bank, escrow, tax, foreign-exchange, shipping, inspection, and provider charges are separate;
- 6 Fees may be invoiced, deducted, collected through escrow, set off, or debited where expressly permitted.

ARTICLE 10 - MARKETPLACE AND TRANSACTIONS

- 1 Members may list lawful products and services and submit genuine buying requirements.
- 2 A Listing or match is not a binding Transaction.
- 3 A Transaction becomes binding only through the Master Transaction Agreement and an accepted Transaction Confirmation.
- 4 Buyer and Seller contract directly unless PTE is expressly identified as a direct party.
- 5 PTE is not the manufacturer, supplier, Buyer, Seller, bank, insurer, or escrow holder by default.

ARTICLE 11 - VERIFICATION AND COMPLIANCE

- 1 PTE may conduct identity, business, beneficial-ownership, sanctions, PEP, adverse-media, Source-of-Funds, product, export, import, tax, and fraud reviews.
- 2 PTE may impose holds, limits, reserves, restrictions, enhanced review, or rejection.
- 3 Members must not use PTE for money laundering, terrorist financing, sanctions evasion, fraud, bribery, tax evasion, counterfeit trade, human exploitation, or prohibited activity.
- 4 PTE may disclose information where legally required or permitted under the Privacy Policy.

ARTICLE 12 - MEMBER ACCOUNTS AND SECURITY

- 1 The Member is responsible for Authorized Users and permissions.
- 2 Credentials must not be shared.
- 3 PTE may require multifactor authentication and transaction-specific approvals.
- 4 The Member must report unauthorized activity immediately.
- 5 PTE may suspend access to protect Accounts, Transactions, funds, trade credits, or data.

ARTICLE 13 - INTELLECTUAL PROPERTY

- 1 PTE retains ownership of its platform, branding, documentation, training, data structures, software, designs, and proprietary systems.
- 2 The Member receives a limited, nontransferable, revocable right to use the services during active membership.

- 3 The Member retains ownership of its lawful content but grants PTE the rights necessary to host, display, process, match, and administer it.
- 4 No reverse engineering, scraping, copying, sublicensing, or unauthorized commercialization is permitted.

ARTICLE 14 - CONFIDENTIALITY AND NON-CIRCUMVENTION

- 1 Confidential Information includes Members, counterparties, pricing, schedules, trade-credit information, transaction structures, software, documents, and nonpublic business information.
- 2 Members may use it only for authorized Exchange activity.
- 3 Members must not bypass PTE or avoid fees in relation to an Exchange introduction, schedule, match, or Transaction.
- 4 Genuine pre-existing relationships may be excluded upon reasonable evidence.
- 5 Confidentiality survives termination; trade secrets remain protected while legally qualifying.

ARTICLE 15 - PRIVACY AND DATA

- 1 Personal information is processed under the Privacy Policy.
- 2 Members must have lawful authority to provide information about owners, users, customers, suppliers, and transaction parties.
- 3 Members must protect personal and confidential information.
- 4 International processing and authorized service providers may be used subject to applicable safeguards.

ARTICLE 16 - WARRANTIES AND DISCLAIMERS

- 1 Each party warrants authority to enter this Agreement.
- 2 The Member warrants lawful business, accurate information, genuine Transactions, and compliance.
- 3 Services are provided subject to plan terms, third-party dependencies, technology, law, and reasonable maintenance.
- 4 PTE does not guarantee uninterrupted service, a match, a purchase, a sale, profit, solvency, product quality, counterparty performance, or Conversion.
- 5 Specific guarantees apply only when signed and clearly defined.

ARTICLE 17 - LIMITATION OF LIABILITY

- 1 To the maximum extent permitted by law, neither party is liable for indirect, special, punitive, or consequential damages, lost goodwill, or lost anticipated profits.
- 2 Unless the Order Form states otherwise, PTE's aggregate liability is limited to fees paid to PTE during the six months before the event giving rise to the claim.
- 3 Limits do not apply to fraud, willful misconduct, knowing data misuse, or liability that cannot lawfully be limited.
- 4 The Member remains liable for fees, payment obligations, fraud, infringement, confidentiality breach, unlawful conduct, and indemnification.

ARTICLE 18 - INDEMNIFICATION

The Member indemnifies PTE and authorized service providers against third-party claims arising from:

- 1 The Member's products or services;
- 2 False information or documents;
- 3 Fraud, sanctions, bribery, tax, export, import, privacy, or intellectual-property violations;
- 4 Counterfeit or stolen goods;
- 5 Unauthorized Account use;
- 6 Fee circumvention;
- 7 Transaction default; or
- 8 Breach of the incorporated documents.

ARTICLE 19 - SUSPENSION AND TERMINATION

PTE may suspend or terminate for:

- 1 Nonpayment;
- 2 Incomplete or false verification;
- 3 Fraud or prohibited activity;
- 4 Sanctions or legal risk;
- 5 Account compromise;
- 6 Repeated default;
- 7 Fee circumvention;
- 8 Material breach;
- 9 Provider or regulatory restrictions;
- 10 Insolvency materially affecting performance.

Termination does not erase accrued fees, confirmed Transactions, negative balances, refunds, taxes, confidentiality, records, liability, or dispute obligations.

ARTICLE 20 - MEMBER CANCELLATION AND REFUNDS

- 1 Cancellation rights and refunds are governed by the Fee and Refund Policy and Order Form.
- 2 Completed activation, customization, verification, subscription periods, Transactions, and third-party costs may be nonrefundable where properly disclosed and lawful.
- 3 Mandatory statutory rights remain unaffected.
- 4 Cancellation does not cancel completed Transactions or accrued fees.

ARTICLE 21 - RECORDS, ELECTRONIC COMMUNICATIONS, AND NOTICES

- 1 Electronic records and signatures are governed by the Electronic Communications Consent.
- 2 Notices may be sent to the Member Account or designated email.
- 3 Records may be retained for at least seven years after the relevant relationship or Transaction.
- 4 The Member must keep contact details current and retain important copies.

ARTICLE 22 - DISPUTE RESOLUTION

- 1 Parties must first attempt good-faith written negotiation.
- 2 Unless the Order Form states otherwise, disputes are resolved by binding AAA commercial arbitration seated in Los Angeles County, California.

- 3 Courts may grant urgent relief for fraud, unauthorized transfers, intellectual property, confidentiality, security, or preservation of evidence.
- 4 Proceedings are individual to the extent legally enforceable.
- 5 California law governs, subject to mandatory law.

ARTICLE 23 - GENERAL

- 1 This Agreement and incorporated documents are the entire membership contract.
- 2 Amendments must follow the stated process.
- 3 Assignment requires PTE approval.
- 4 Invalid provisions are limited only as necessary.
- 5 No waiver arises from delayed enforcement.
- 6 English is the controlling language unless expressly agreed otherwise.
- 7 Provisions intended by their nature to survive do survive.

SIGNATURES

Premier Trade Exchange Authorized Signatory: _____ **Title:** _____
_____ **Date:** _____

Member Legal Name: _____ **Authorized Signatory:** _____
_____ **Title:** _____ **Date:** _____