

**PTE**

PREMIER TRADE EXCHANGE  
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 03

# MARKETPLACE AND TRANSACTION RULES

**DOCUMENT VERSION**

1.0

**EFFECTIVE DATE**

July 12, 2026

**ISSUED BY**

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

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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.

**ARTICLE 1 - PURPOSE AND APPLICATION**

These Rules govern Listings, buying requests, matching, communications, negotiations, Orders, Transaction Confirmations, delivery evidence, acceptance, disputes, refunds, reversals, and Marketplace conduct. They form part of every Membership Agreement.

**ARTICLE 2 - MARKETPLACE ACCESS**

- 1 Access is limited to approved Members and Authorized Users.
- 2 PTE may impose category, territory, capacity, verification, or risk restrictions.
- 3 Access is a revocable contractual privilege, not ownership.
- 4 Members may not sell, share, lease, or transfer Account access.
- 5 PTE may monitor, moderate, remove, or restrict content and activity.

**ARTICLE 3 - LISTINGS**

A Seller Listing must accurately state:

- 1 Legal Seller identity;
- 2 Product or service;
- 3 Quantity and capacity;
- 4 Condition;
- 5 Price or pricing method;
- 6 Cash and trade-credit acceptance;
- 7 Territory;
- 8 Delivery;
- 9 Specifications;
- 10 Licenses, restrictions, taxes, and warranties;
- 11 Expiration or availability.

Listings must not be false, misleading, counterfeit, stolen, prohibited, duplicated, manipulative, or created solely to generate trade credits or fees.

**ARTICLE 4 - BUYING REQUESTS**

A Buyer request must accurately state:

- 1 Product or service required;
- 2 Quantity;
- 3 Specifications;
- 4 Territory and delivery;
- 5 Timing;
- 6 Cash and trade-credit structure;

- 7 Required licenses or standards;
- 8 Buyer capacity and authority.

A request is not a binding purchase obligation unless expressly designated and accepted as such.

## ARTICLE 5 - MATCHING

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- 1 PTE may match based on category, capacity, territory, price, settlement mix, delivery, compliance, and other criteria.
- 2 A match is an introduction, not a guarantee or completed Transaction.
- 3 Members must independently evaluate counterparties and terms.
- 4 PTE may withhold or revoke a match for risk, error, illegality, conflict, or capacity issues.

## ARTICLE 6 - COMMUNICATIONS

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- 1 Marketplace communications must relate to legitimate business activity.
- 2 No spam, threats, harassment, phishing, deceptive payment instructions, or unauthorized marketing.
- 3 Members must keep material negotiations and approvals in approved channels or upload them to the Transaction file.
- 4 Confidential information may be used only for the contemplated Transaction.
- 5 Unexpected bank or beneficiary changes must be verified.

## ARTICLE 7 - OFFERS, QUOTATIONS, AND ORDERS

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- 1 Quotations and Orders should state scope, quantity, price, settlement, delivery, acceptance, and expiration.
- 2 A quotation is not binding unless accepted according to the applicable process.
- 3 A conditional acceptance is a counteroffer.
- 4 Standard terms on invoices or purchase orders do not override the Master Transaction Agreement unless expressly incorporated.
- 5 PTE may require a Transaction Confirmation before performance.

## ARTICLE 8 - TRANSACTION FORMATION

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A Transaction becomes binding only after:

- 1 Buyer and Seller acceptance;
- 2 Material terms are identifiable;
- 3 Required PTE administrative approval;
- 4 Conditions precedent are satisfied or waived;
- 5 Required verification, compliance, funding, or reservation is complete; and
- 6 The Transaction is recorded as Binding or Active.

## ARTICLE 9 - SETTLEMENT

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- 1 Transactions may be Cash, trade-credit, or mixed.
- 2 The Transaction Confirmation controls the settlement split.

- 3 Cash must use verified instructions.
- 4 Trade credits must be Available and may be reserved.
- 5 No party may substitute settlement methods without approval.
- 6 Cash Conversion is separate from Transaction settlement.

## ARTICLE 10 - FEES

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Unless a different signed rate applies:

- 1 Seller: 7% of the applicable Fee Base;
- 2 Buyer: 3% of the applicable Fee Base;
- 3 Cash Conversion: 10% of the Gross Approved Conversion Amount.

Members must not conceal, split, redirect, or move Transactions off-platform to avoid fees.

## ARTICLE 11 - DELIVERY AND PERFORMANCE

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- 1 Sellers must perform according to the Transaction Confirmation.
- 2 Delays must be disclosed promptly with mitigation.
- 3 Required shipping, tax, customs, inspection, warranty, and licensing documents must be accurate.
- 4 Partial delivery requires permission.
- 5 Services must meet stated milestones and professional standards.

## ARTICLE 12 - INSPECTION AND ACCEPTANCE

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- 1 Buyers must inspect within the stated period.
- 2 Rejection must identify material Nonconformity and evidence.
- 3 Sellers may cure where commercially reasonable and lawful.
- 4 Use, resale, installation, or failure to reject after a reasonable opportunity may constitute acceptance.
- 5 Latent defects remain subject to warranty.

## ARTICLE 13 - TRANSACTION STATUS

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PTE may record Draft, Proposed, Matched, Negotiating, Pending Verification, Conditionally Approved, Binding, Funded, In Performance, Delivered, Under Inspection, Accepted, Completed, Disputed, Cancelled, Refunded, Reversed, or Terminated. Only Completed Transactions may be represented as completed results.

## ARTICLE 14 - REVIEWS AND TESTIMONIALS

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- 1 Reviews must reflect genuine experience.
- 2 No fake, purchased, coerced, or undisclosed interested-party reviews.
- 3 Financial testimonials require substantiation and required disclosures.
- 4 PTE may remove unlawful, misleading, confidential, abusive, or unsupported content.

## ARTICLE 15 - PROHIBITED MARKETPLACE CONDUCT

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Prohibited conduct includes:

- 1 Fraud, sham Transactions, false documents, circular trading, wash transactions, and manipulation;
- 2 Counterfeit, stolen, illegal, sanctioned, or unlicensed goods;
- 3 Fee circumvention;
- 4 Data harvesting and scraping;
- 5 Impersonation;
- 6 Unauthorized financial services;
- 7 Trade-credit manipulation;
- 8 Collusion or artificial pricing;
- 9 Bribery, tax evasion, money laundering, and prohibited exports;
- 10 Account sharing or duplicate Accounts used to evade controls.

## ARTICLE 16 - RESTRICTED CATEGORIES

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PTE may require prior written approval for regulated medicines, medical devices, alcohol, tobacco, chemicals, hazardous materials, precious metals, commodities, energy, vehicles, aircraft, vessels, real property, government procurement, controlled technology, dual-use goods, financial services, digital assets, carbon credits, art, charitable fundraising, and other higher-risk categories.

## ARTICLE 17 - MEMBER DUE DILIGENCE

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Members are responsible for evaluating:

- 1 Counterparty authority and creditworthiness;
- 2 Product quality and suitability;
- 3 Price;
- 4 Licenses and taxes;
- 5 Delivery and insurance;
- 6 Commercial and legal risk.

PTE verification is not a guarantee of future performance.

## ARTICLE 18 - DISPUTES

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- 1 A party must submit a written Dispute Notice with evidence.
- 2 PTE may preserve records, facilitate communication, and place reasonable holds.
- 3 Undisputed amounts may be released where separable.
- 4 PTE is not the arbitrator by default.
- 5 Final disputes follow the Master Transaction Agreement.

## ARTICLE 19 - REFUNDS, RETURNS, AND REVERSALS

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- 1 Returns require authorization.
- 2 Cash refunds should ordinarily return to the verified original payer or escrow.
- 3 Trade-credit reversals are recorded in the ledger.
- 4 Fees are adjusted under the Fee and Refund Policy.
- 5 Schedule performance is adjusted for cancellations, returns, and reversals.

## ARTICLE 20 - MONITORING AND ENFORCEMENT

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PTE may:

- 1 Request information;
- 2 Remove Listings;
- 3 Reject Orders;
- 4 Place holds;
- 5 Restrict categories or Accounts;
- 6 Reverse invalid entries;
- 7 Suspend or terminate membership;
- 8 Recover losses and fees;
- 9 Notify providers or authorities where permitted or required.

## ARTICLE 21 - RECORDS

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- 1 Members must preserve transaction, delivery, payment, tax, licensing, and communication records.
- 2 PTE may retain records for at least seven years.
- 3 Authenticated PTE records are prima facie evidence subject to proven correction.
- 4 Electronic records and signatures are valid under the Electronic Communications Consent.

## ARTICLE 22 - LIABILITY AND INDEMNIFICATION

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Liability and indemnification are governed by the Membership Agreement and Master Transaction Agreement. Each Member remains responsible for its products, services, representations, payments, taxes, compliance, data, and contractual performance.

## ARTICLE 23 - CHANGES

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PTE may update these Rules prospectively for law, risk, security, technology, provider, or operational needs. Material changes will be notified. Existing binding Transaction economics are not retroactively changed without contractual or legal authority.

## MEMBER ACKNOWLEDGMENT

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The Member acknowledges that Listings and matches are not completed Transactions; every Transaction requires an accepted Transaction Confirmation; all Members must comply with the Marketplace rules and fees; and PTE may monitor and enforce these Rules.

**Member:** \_\_\_\_\_ **Authorized Signatory:** \_\_\_\_\_  
\_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_