

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 04

BUYING SCHEDULE AND SELLING SCHEDULE AGREEMENT

DOCUMENT VERSION

1.0

EFFECTIVE DATE

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ISSUED BY

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

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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 SCHEDULE NOTICE

Every Member maintains both a Buying Schedule and a Selling Schedule. The current membership model uses universal paid activation followed by verified multiplier-based progression. A Schedule can be an estimate, approved capacity, transaction authorization, conditional commitment, or binding obligation. Its legal status must be expressly identified.

ARTICLE 1 - PURPOSE

This Agreement governs:

- 1 Creation and approval of Buying and Selling Schedules;
- 2 Capacity and categories;
- 3 Legal status;
- 4 Performance periods;
- 5 Settlement mix;
- 6 Multiplier progression;
- 7 Evidence and review;
- 8 Defaults, corrections, and adjustments.

ARTICLE 2 - DEFINITIONS

"Approved Buying Capacity" means the maximum purchasing level authorized for a period. "Approved Selling Capacity" means the maximum selling level authorized for a period. "Binding Schedule Obligation" means a specific enforceable commitment expressly marked binding. "Multiplier" means the contractual factor used to determine prospective capacity or progression. "Qualifying Completed Transaction" means a Transaction satisfying completion requirements and not reversed. "Schedule Period" means the applicable monthly, quarterly, annual, or other period.

ARTICLE 3 - UNIVERSAL PAID ACTIVATION

- 1 All Members complete paid activation under the Membership Order Form.
- 2 There is no separate Buy First or Sell First path in the current model.
- 3 Activation starts onboarding, verification, schedule structuring, and initial progression.
- 4 Payment alone does not compel approval or progression.

ARTICLE 4 - BUYING SCHEDULE

The Buying Schedule may identify:

- 1 Categories;
- 2 Products and services;
- 3 Quantity;

- 4 Territory;
- 5 Frequency;
- 6 Approved Buying Capacity;
- 7 Cash and trade-credit mix;
- 8 Delivery and quality requirements;
- 9 Legal status;
- 10 Supporting evidence and deadlines.

Buying volume is not revenue or earnings.

ARTICLE 5 - SELLING SCHEDULE

The Selling Schedule may identify:

- 1 Products and services;
- 2 Supply capacity;
- 3 Pricing;
- 4 Territory;
- 5 Frequency;
- 6 Approved Selling Capacity;
- 7 Cash and trade-credit preferences;
- 8 Delivery and warranty terms;
- 9 Legal status;
- 10 Supporting evidence and deadlines.

Approved Selling Capacity is not a completed sale, revenue, Cash, or profit.

ARTICLE 6 - LEGAL STATUS

Each Schedule item must be designated as:

- 1 Estimated Target;
- 2 Approved Capacity;
- 3 Transaction Authorization;
- 4 Conditional Commitment; or
- 5 Binding Contractual Obligation.

Only the last category creates a binding obligation independent of a later Transaction Confirmation, and it must identify the responsible party, amount, period, conditions, exclusions, and remedy.

ARTICLE 7 - APPROVAL PROCESS

- 1 The Member submits accurate schedule data and evidence.
- 2 PTE may verify capacity, funding, inventory, licensing, demand, pricing, and compliance.
- 3 PTE may approve, condition, reduce, defer, or reject an item.
- 4 Approved items receive a version, period, status, and audit trail.
- 5 Changes require an approved amendment.

ARTICLE 8 - MULTIPLIER PROGRESSION

- 1 The Multiplier governs prospective capacity and service access, not automatic earnings.
- 2 Progression may require:
 - 1 Active paid membership;
 - 1 Completed verification;
 - 1 Signed Buying and Selling Schedules;
 - 1 Completed obligations;
 - 1 Timely payment and delivery;
 - 1 Acceptance;
 - 1 Payment of fees;
 - 1 Compliance and performance score.
- 3 PTE may maintain levels from 1X through a maximum stated in the plan, including a 100X framework where applicable.
- 4 No Member automatically earns the maximum.
- 5 PTE may freeze or reduce prospective capacity for unresolved default, fraud, disputes, sanctions risk, or material performance deterioration.

ARTICLE 9 - QUALIFYING PERFORMANCE

A Transaction counts only when:

- 1 It is genuine and approved;
- 2 It falls within the Schedule;
- 3 Delivery and acceptance are complete;
- 4 Settlement is properly recorded;
- 5 Fees are paid or authorized;
- 6 It is not cancelled, refunded, reversed, or fraudulent;
- 7 Required evidence is supplied.

ARTICLE 10 - EVIDENCE

Evidence may include:

- 1 Transaction Confirmations;
- 2 Invoices;
- 3 Payment and escrow records;
- 4 Trade Credit records;
- 5 Delivery records;
- 6 Inspection and acceptance certificates;
- 7 Licenses;
- 8 Tax records;
- 9 Bank statements;
- 10 Other reliable evidence.

ARTICLE 11 - FEES

Unless a different signed rate applies:

- 1 3% applies to the Fee Base of qualifying Completed Buying Transactions;
- 2 7% applies to the Fee Base of qualifying Completed Selling Transactions;
- 3 10% applies to approved Cash Conversion;
- 4 These fees are separate.

ARTICLE 12 - MISSED OBLIGATIONS

Where a binding Schedule obligation is missed, PTE may:

- 1 Request explanation and cure;
- 2 Adjust the Schedule;
- 3 Freeze progression;
- 4 Reduce capacity;
- 5 Require reserve, escrow, or enhanced verification;
- 6 Suspend matching;
- 7 Apply default remedies under the relevant Transaction;
- 8 Suspend or terminate membership for material or repeated default.

ARTICLE 13 - CURE AND EXCEPTIONS

- 1 Standard cure is ten Business Days unless another period applies.
- 2 No cure is required for fraud, false documents, sanctions violations, counterfeit goods, or other incurable breach.
- 3 Force majeure may excuse affected performance only to the extent documented and mitigated.
- 4 Buyer- or Seller-caused delays may justify schedule adjustment.

ARTICLE 14 - ADJUSTMENTS

PTE may adjust performance for:

- 1 Partial completion;
- 2 Returns;
- 3 Refunds;
- 4 Reversals;
- 5 Disputes;
- 6 Duplicate records;
- 7 Currency or valuation corrections;
- 8 Invalid or sham Transactions;
- 9 Approved Change Orders.

ARTICLE 15 - NO EARNINGS GUARANTEE

- 1 Capacity, Multiplier, and Schedule values are not revenue or profit.

- 2 A "100X" term must be interpreted according to its specific written definition.
- 3 A guarantee requires a definitive signed agreement identifying the obligor, result, period, conditions, exclusions, verification, and remedy.
- 4 Historical or projected results do not guarantee future results.

ARTICLE 16 - MEMBER REPRESENTATIONS

The Member represents that:

- 1 Schedule data is accurate;
- 2 Capacity is commercially supportable;
- 3 Products and buying requirements are genuine;
- 4 The Member has authority and lawful purpose;
- 5 No sham activity will be used to manipulate progression;
- 6 Records will be maintained;
- 7 Material changes will be reported promptly.

ARTICLE 17 - RECORDS AND AUDIT

- 1 PTE may retain schedule versions, evidence, decisions, and performance history for at least seven years.
- 2 PTE may audit records reasonably necessary to confirm performance, fees, and compliance.
- 3 The Member must cooperate and preserve evidence.

ARTICLE 18 - DISPUTES

Schedule disputes follow the Membership Agreement. PTE may preserve records, place administrative holds, and maintain the current level while the dispute is unresolved.

ARTICLE 19 - SIGNATURES

PTE Authorized Representative: _____ Signature: _____ Date: _____

Member Legal Name: _____ Authorized Signatory: _____
Signature: _____ Date: _____

SCHEDULE A - BUYING SCHEDULE TEMPLATE

Category	Product/service	Period	Capacity	Cash %	Trade Credit %	Legal status	Evidence

SCHEDULE B - SELLING SCHEDULE TEMPLATE

Category	Product/service	Period	Capacity	Cash %	Trade Credit %	Legal status	Evidence

SCHEDULE C - PROGRESSION REVIEW

Current Level: ____ **Current Multiplier:** ____ **Qualifying Buying Value:** ____ **Qualifying Selling Value:** ____ **Fees Current:** ☐ **Compliance Current:** ☐ **Disputes Resolved:** ☐ **Next-Level Decision:**
Approved / Conditional / Deferred / Rejected