

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 06

MEMBER VERIFICATION, KYC, SANCTIONS AND COMPLIANCE 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

CONTENTS

IMPORTANT COMPLIANCE NOTICE	3
ARTICLE 1 - PURPOSE AND SCOPE	3
ARTICLE 2 - MEMBER INFORMATION	3
ARTICLE 3 - INDIVIDUAL VERIFICATION	3
ARTICLE 4 - BENEFICIAL OWNERSHIP	4
ARTICLE 5 - AUTHORITY	4
ARTICLE 6 - BUSINESS PURPOSE AND CAPACITY	4
ARTICLE 7 - SOURCE OF FUNDS, VALUE, AND WEALTH	4
ARTICLE 8 - THIRD-PARTY PAYMENTS	5
ARTICLE 9 - SANCTIONS	5
ARTICLE 10 - POLITICALLY EXPOSED PERSONS	5
ARTICLE 11 - ANTI-BRIBERY, AML, AND TAX CRIME	5
ARTICLE 12 - PRODUCT AND TRADE COMPLIANCE	5
ARTICLE 13 - MONITORING	6
ARTICLE 14 - ENHANCED DUE DILIGENCE	6
ARTICLE 15 - ONGOING REVIEW	6
ARTICLE 16 - HOLDS, RESTRICTIONS, AND TERMINATION	6
ARTICLE 17 - DISCLOSURE AND REPORTING	7
ARTICLE 18 - PRIVACY, SECURITY, AND RECORDS	7
ARTICLE 19 - MEMBER WARRANTIES	7
ARTICLE 20 - LIABILITY, INDEMNITY, AND DISPUTES	7
SIGNATURES	7

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 COMPLIANCE NOTICE

Every Member must complete and maintain risk-based business, identity, ownership, sanctions, fraud, Source-of-Funds, and transaction verification. Membership, Transactions, Trade Credit activity, Cash settlement, and Cash Conversion may be delayed, restricted, or refused until review is complete. PTE does not represent through this Agreement that it is a bank, money transmitter, or other regulated financial institution.

ARTICLE 1 - PURPOSE AND SCOPE

This Agreement governs:

- 1 Business and individual verification;
- 2 Beneficial ownership and control;
- 3 Authorized signatories;
- 4 Sanctions, PEP, and adverse-media screening;
- 5 Source of Funds and Source of Wealth;
- 6 Transaction monitoring;
- 7 Product, trade, tax, anti-bribery, fraud, and security compliance;
- 8 Holds, restrictions, reporting, and ongoing review.

ARTICLE 2 - MEMBER INFORMATION

The Member must provide accurate and current:

- 1 Legal and trading names;
- 2 Registration, formation, and tax information;
- 3 Registered and principal addresses;
- 4 Business activities, products, services, and jurisdictions;
- 5 Directors, officers, owners, Control Persons, and Authorized Users;
- 6 Banking and settlement information;
- 7 Expected Buying, Selling, Trade Credit, Cash, and Conversion activity;
- 8 Licenses, financial-capacity evidence, and other requested records.

ARTICLE 3 - INDIVIDUAL VERIFICATION

PTE may verify any Beneficial Owner, director, officer, signatory, Authorized User, beneficiary, payer, or material transaction participant through:

- 1 Government-issued identification;
- 2 Proof of address;
- 3 Live or electronic identity checks;
- 4 Date of birth, nationality, and contact data;

5 Government, registry, provider, and public records.

Documents must be current, legible, authentic, complete, and translated or certified where reasonably required.

ARTICLE 4 - BENEFICIAL OWNERSHIP

- 1 The Member must identify natural persons who directly or indirectly own or control 25% or more, or a lower threshold where required by law or risk.
- 2 At least one Control Person must be identified.
- 3 Ownership chains, nominees, trusts, protectors, settlors, beneficiaries, and undisclosed principals must be disclosed.
- 4 No structure may be used to conceal true ownership or control.
- 5 Material ownership changes must be reported promptly.

ARTICLE 5 - AUTHORITY

- 1 The Member must identify persons authorized to sign, operate Accounts, approve Transactions, transfer trade credits, request Conversion, or change bank details.
- 2 PTE may require board resolutions, powers of attorney, incumbency certificates, or comparable evidence.
- 3 Authority limits and dual-approval requirements must be disclosed.
- 4 The Member remains responsible until revocation is received and processed.

ARTICLE 6 - BUSINESS PURPOSE AND CAPACITY

PTE may review:

- 1 Genuine commercial purpose;
- 2 Products and services;
- 3 Expected transaction values and frequency;
- 4 Buying and Selling capacity;
- 5 Funding and supply evidence;
- 6 Inventory, contracts, financial statements, bank references, insurance, and delivery capacity.

Verification is not a guarantee of solvency or performance.

ARTICLE 7 - SOURCE OF FUNDS, VALUE, AND WEALTH

PTE may require evidence concerning:

- 1 Membership and Transaction payments;
- 2 Third-party payments;
- 3 Cash Conversion;
- 4 High-value or unusual Transactions;
- 5 The origin of trade credits;
- 6 Broader Source of Wealth for elevated-risk relationships.

Acceptable evidence may include bank statements, contracts, invoices, financial statements, tax records, asset-sale records, loan records, and escrow records. Value derived from fraud, theft, corruption, tax crime, sanctions evasion, trafficking, cybercrime, or other unlawful activity is prohibited.

ARTICLE 8 - THIRD-PARTY PAYMENTS

- 1 Payments should ordinarily originate from and be returned to the verified Member.
- 2 Unrelated payers or beneficiaries require disclosure, relationship evidence, authority, Source-of-Funds review, and approval.
- 3 Personal accounts used for corporate Transactions, split payments, unexplained intermediaries, and cross-jurisdiction routing may trigger enhanced review.
- 4 PTE may refuse a third-party instruction.

ARTICLE 9 - SANCTIONS

- 1 The Member warrants that it and relevant owners, controllers, users, counterparties, beneficiaries, carriers, and other participants are not prohibited.
- 2 PTE may screen against United States, United Nations, European Union, United Kingdom, Singapore, and other relevant sanctions lists.
- 3 Ownership and control rules may apply even when an entity is not separately listed.
- 4 Sanctions licenses must be disclosed and supplied before proceeding.
- 5 PTE or a provider may block, reject, hold, freeze, cancel, or report activity where required or reasonably appropriate.

ARTICLE 10 - POLITICALLY EXPOSED PERSONS

- 1 Relevant PEP status must be disclosed.
- 2 PEP status does not automatically prohibit membership.
- 3 PTE may require senior approval, Source-of-Wealth review, enhanced monitoring, limits, and periodic review.
- 4 Concealment of known PEP status is material breach.

ARTICLE 11 - ANTI-BRIBERY, AML, AND TAX CRIME

Members must not use PTE to:

- 1 Offer or receive bribes, kickbacks, secret commissions, or improper benefits;
- 2 Conceal criminal proceeds;
- 3 Layer or integrate illicit value;
- 4 Finance terrorism;
- 5 Structure Transactions to avoid controls;
- 6 Use false invoices, phantom shipments, over- or under-invoicing, multiple invoicing, or circular trading;
- 7 Evade tax, barter reporting, withholding, or accounting requirements.

ARTICLE 12 - PRODUCT AND TRADE COMPLIANCE

Members are responsible for:

- 1 Lawful ownership, manufacture, supply, safety, and licensing;
- 2 Export, import, customs, classification, origin, end-user, and end-use requirements;
- 3 Regulated and controlled products;
- 4 Required inspection, insurance, and government approval.

ARTICLE 13 - MONITORING

PTE may use automated and manual review of:

- 1 Account access;
- 2 Transactions and values;
- 3 Trade Credit movements;
- 4 Cash Conversion;
- 5 Payments, refunds, chargebacks, and bank changes;
- 6 Countries, counterparties, products, and patterns;
- 7 Disputes, security events, and provider alerts.

Monitoring reduces risk but does not guarantee detection.

ARTICLE 14 - ENHANCED DUE DILIGENCE

EDD may include:

- 1 Certified or apostilled records;
- 2 Source-of-Funds and Source-of-Wealth evidence;
- 3 Bank references and financial statements;
- 4 Site visits, inspections, legal opinions, and independent reports;
- 5 Senior approval, limits, reserves, escrow, and enhanced monitoring.

Material third-party EDD costs require advance disclosure and acceptance unless otherwise legally required.

ARTICLE 15 - ONGOING REVIEW

- 1 Verification continues throughout membership.
- 2 Reviews may occur periodically, at renewal, before high-value Transactions or Conversion, after ownership or bank changes, or after risk events.
- 3 The Member must report legal name, ownership, address, authority, bank, tax, licensing, sanctions, insolvency, investigation, and material business changes.
- 4 Urgent matters must be reported immediately; other material changes within ten Business Days.

ARTICLE 16 - HOLDS, RESTRICTIONS, AND TERMINATION

PTE may place reasonable holds or impose limits on:

- 1 Activation;
- 2 Marketplace access;
- 3 Transactions;
- 4 Trade Credit transfers;

- 5 Cash proceeds;
- 6 Cash Conversion;
- 7 Refunds or settlement.

Grounds include incomplete verification, sanctions, fraud, Source-of-Funds concerns, provider review, legal process, account compromise, or material risk. PTE may suspend or terminate for false documents, concealed ownership, serious illegal activity, repeated evasion, or unacceptable legal risk.

ARTICLE 17 - DISCLOSURE AND REPORTING

PTE may disclose information to authorities, courts, regulators, tax bodies, banks, escrow providers, payment processors, insurers, advisers, and fraud-prevention providers where required or permitted. PTE may be prohibited from notifying the Member of certain reports or investigations.

ARTICLE 18 - PRIVACY, SECURITY, AND RECORDS

- 1 Information is processed under the Privacy Policy.
- 2 PTE may use authorized service providers and international processing.
- 3 Reasonable administrative, technical, and organizational safeguards apply.
- 4 Records may be retained for at least seven years after the relevant relationship or Transaction, or longer for legal or investigative purposes.

ARTICLE 19 - MEMBER WARRANTIES

The Member warrants lawful existence, authority, truthful information, disclosed ownership, lawful funds, genuine commercial purpose, compliance, current licenses, accurate tax information, and prompt cooperation.

ARTICLE 20 - LIABILITY, INDEMNITY, AND DISPUTES

- 1 Liability follows the Membership Agreement.
- 2 The Member indemnifies PTE and authorized providers for third-party claims arising from false information, illegal activity, sanctions, fraud, tax crime, prohibited products, or breach.
- 3 Compliance decisions may be reviewed through a written request with evidence.
- 4 PTE need not disclose confidential methods, legal advice, security controls, or information facilitating evasion.

SIGNATURES

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