

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 12

MASTER TRANSACTION 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 TRANSACTION NOTICE

This Master Transaction Agreement is the umbrella contract for purchases and sales through PTE. When Buyer and Seller accept the same Transaction Confirmation, they create a direct contract incorporating this Agreement. PTE administers the Transaction and is not Buyer, Seller, titleholder, bank, insurer, or escrow holder unless expressly identified in writing.

ARTICLE 1 - PARTIES AND ROLE

- 1 "Buyer" and "Seller" are the Members identified in the Transaction Confirmation.
- 2 Buyer and Seller are the Transaction Parties.
- 3 PTE is a direct Transaction Party only when expressly identified.
- 4 PTE may operate the Marketplace, verify Members, generate documents, maintain Trade Credit Accounts, calculate fees, coordinate providers, preserve records, and support disputes.
- 5 PTE verification and administration do not guarantee solvency, quality, delivery, payment, legal compliance, or Cash Conversion.

ARTICLE 2 - SCOPE

This Agreement governs goods, services, mixed Transactions, Cash, Trade Credit, mixed settlement, domestic and international sales, recurring and milestone Transactions, delivery, title, risk, inspection, acceptance, warranties, default, remedies, compliance, confidentiality, data, force majeure, and disputes.

ARTICLE 3 - FORMATION

A Transaction becomes binding when:

- 1 Material terms are identifiable;
- 2 Buyer and Seller accept;
- 3 Required PTE approval is recorded;
- 4 Conditions precedent are satisfied or waived;
- 5 Verification, compliance, funding, reservation, and signatures are complete;
- 6 The Transaction Confirmation records a Binding or Active status.

Silence is not acceptance except where conduct, course of dealing, or law clearly establishes it.

ARTICLE 4 - DOCUMENT PRIORITY

Priority:

- 1 Mandatory law;
- 2 Separately negotiated definitive agreement;
- 3 Latest accepted Change Order;
- 4 Transaction Confirmation;

- 5 Transaction-specific escrow instructions;
- 6 Specifications or statement of work;
- 7 This Agreement;
- 8 Marketplace Rules;
- 9 Schedule Agreement;
- 10 Trade Credit Terms;
- 11 Fee and Refund Policy;
- 12 Other incorporated policies;
- 13 Expressly accepted quotation or Order;
- 14 General content.

Routine invoice, purchase-order, website, or email terms do not amend the Transaction unless expressly accepted.

ARTICLE 5 - TRANSACTION CONFIRMATION

The Confirmation should state:

- 1 Buyer, Seller, and representatives;
- 2 Products or services, quantity, specification, and condition;
- 3 Price, currency, Cash Component, Trade Credit Component, and fees;
- 4 Taxes, escrow, funding, and payment schedule;
- 5 Delivery, title, risk, inspection, acceptance, warranty, returns, and completion;
- 6 Conditions precedent, documents, governing law, dispute method, and special conditions.

ARTICLE 6 - PRODUCTS AND SERVICES

- 1 Seller must accurately describe and supply conforming Deliverables.
- 2 Used, refurbished, remanufactured, surplus, open-box, near-expiry, damaged, or as-is status must be disclosed.
- 3 Services must identify scope, milestones, personnel, dependencies, acceptance, IP, and support.
- 4 Material substitutions require approval.
- 5 Buyer must provide required access, information, decisions, and materials.

ARTICLE 7 - PRICE

- 1 Price and included components are stated in the Confirmation.
- 2 Variable pricing must state formula, index, date, limits, and dispute method.
- 3 No unilateral price increase except under an agreed adjustment, accepted Change Order, tax change, Buyer-requested change, or other contractual right.
- 4 No over- or under-pricing to manipulate credits, fees, taxes, creditors, authorities, or Schedules.

ARTICLE 8 - SETTLEMENT

- 1 Settlement may be Cash, Trade Credit, mixed, escrow, milestone, installment, netting, or other approved form.
- 2 Buyer must pay Cash and transfer eligible trade credits as stated.

- 3 No substitution of Cash, trade credits, currency, beneficiary, or method without approval.
- 4 Seller receipt of trade credits is not Cash receipt.
- 5 Cash Conversion is separate and not a condition of Buyer's payment unless expressly stated.

ARTICLE 9 - FEES

Unless another signed rate applies:

- 1 Seller pays 7% of the Fee Base;
- 2 Buyer pays 3% of the Fee Base;
- 3 Cash Conversion is charged 10%.

Fees may be invoiced, deducted, collected through escrow, set off, reserved, or debited where expressly permitted. Fee circumvention is prohibited.

ARTICLE 10 - PAYMENT AND ESCROW

- 1 Cash payment is complete when cleared and irrevocably available.
- 2 Payment must use verified destinations.
- 3 Unexpected bank or beneficiary changes require enhanced verification.
- 4 Third-party payments require approval and evidence.
- 5 Independent escrow providers operate under separate agreements.
- 6 Release conditions may include funding, delivery, inspection, acceptance, documents, joint instruction, or final determination.

ARTICLE 11 - TAXES AND DOCUMENTATION

- 1 Each party is responsible for taxes legally imposed on it.
- 2 Transaction tax allocation must be stated.
- 3 Trade Credit Transactions may create tax and reporting duties.
- 4 Seller must provide accurate invoices, packing lists, origin, transport, insurance, inspection, licensing, warranty, safety, customs, and other required documents.
- 5 False documents are material breach.

ARTICLE 12 - DELIVERY

- 1 Seller must deliver on time, at the correct location, in correct quantity and condition, with required documents.
- 2 Recognized trade terms must identify the term, named place, and applicable version.
- 3 Delay must be promptly reported with cause, duration, mitigation, revised date, and remedy.
- 4 Partial or early delivery requires applicable approval.

ARTICLE 13 - TITLE AND RISK

- 1 Title and risk pass at the points stated in the Confirmation.
- 2 Default title passes upon conforming delivery and required settlement, subject to law.
- 3 Seller warrants good title and disclosed liens.

- 4 Default risk passes upon conforming delivery at the Delivery Location.
- 5 Nonconforming goods may remain at Seller's risk where law provides.
- 6 The party bearing transit risk must maintain required insurance.

ARTICLE 14 - INSPECTION AND ACCEPTANCE

- 1 Buyer may inspect within the stated period.
- 2 Default periods: five Business Days for ordinary goods and ten Business Days for complex goods or services requiring testing.
- 3 Rejection requires timely notice, specific Nonconformity, evidence, and remedy.
- 4 Partial rejection applies where separable.
- 5 Seller may cure where timely, reasonable, and lawful.
- 6 Use, resale, installation, modification, consumption, express approval, or failure to reject after a reasonable opportunity may constitute acceptance.
- 7 Latent defects remain subject to warranty.

ARTICLE 15 - WARRANTIES

Seller warrants authority, lawful supply, conformity, quality, stated fitness where reliance exists, packaging, absence of undisclosed material defects, genuineness, legal compliance, noninfringement, and good title. Services must be professional and qualified. Unless otherwise stated, warranty is 90 days after acceptance. Remedies may include repair, replacement, reperformance, correction, missing items, refund, or credit.

Buyer warrants authority, financial and Trade Credit capacity, lawful end use, required import or use licenses, and accuracy of Buyer-supplied information.

ARTICLE 16 - RETURNS AND CHANGE ORDERS

- 1 Returns require authorization and handling instructions.
- 2 Seller bears reasonable costs for returns caused by Nonconformity.
- 3 Convenience returns and restocking fees apply only if disclosed and lawful.
- 4 Material changes require an accepted Change Order stating price, Cash, Trade Credit, fee, delivery, specification, warranty, tax, and risk effects.

ARTICLE 17 - CANCELLATION AND DEFAULT

- 1 Pre-formation offers may be withdrawn unless irrevocable.
- 2 Post-formation cancellation requires mutual agreement, contractual right, breach, force majeure, illegality, or another lawful basis.
- 3 Buyer default includes nonpayment, insufficient credits, failure to fund, wrongful rejection, unauthorized chargeback, or material breach.
- 4 Seller default includes nondelivery, material delay, Nonconformity, counterfeit or stolen goods, lack of title, false documents, failure to cure, or material breach.
- 5 A party may request adequate assurance where reasonable grounds exist.

ARTICLE 18 - NOTICE AND CURE

Default notices must identify the breach, evidence, required cure, deadline, and consequences. Standard cure is ten Business Days; payment cure is five Business Days unless otherwise stated. No cure is required for fraud, counterfeit goods, sanctions, illegal activity, theft, payment diversion, serious data breach, repudiation, or other incurable breach.

ARTICLE 19 - REMEDIES

Buyer remedies may include rejection, cancellation, repair, replacement, reperformance, refund, price reduction, cover, direct damages, specific performance, injunction, Trade Credit reversal, and setoff where permitted.

Seller remedies may include suspension, withholding delivery, cancellation, recovery of price, direct damages, resale, reclamation where available, Trade Credit hold, collection, lawful interest, and specific performance.

PTE may impose holds, reserve credits, correct or reverse invalid entries, collect fees, restrict Accounts, suspend or terminate membership, preserve records, and notify providers or authorities where permitted.

ARTICLE 20 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 1 Pre-existing IP remains with its owner.
- 2 Custom Deliverable IP is allocated in the Confirmation.
- 3 Seller grants the license necessary for ordinary use of embedded Seller IP unless otherwise stated.
- 4 PTE retains platform and brand IP.
- 5 Confidential Information includes prices, counterparties, Schedules, settlement, bank data, trade secrets, technology, verification, and disputes.
- 6 Confidentiality lasts five years; trade secrets remain protected while qualifying.

ARTICLE 21 - PRIVACY AND COMPLIANCE

- 1 Parties comply with the Privacy Policy and Applicable Law.
- 2 No data harvesting or unauthorized use.
- 3 Parties comply with product safety, licensing, sanctions, export, import, customs, anti-bribery, AML, tax, labor, forced-labor, environmental, competition, cybersecurity, and intellectual-property laws.
- 4 PTE or providers may impose compliance holds.

ARTICLE 22 - FORCE MAJEURE

Qualifying events beyond reasonable control may suspend affected obligations if promptly notified and mitigated. Lack of funds, ordinary market change, overcommitment, avoidable shortage, or failure to obtain expected licenses ordinarily does not qualify. Payment for completed accepted performance remains due. Extended events may justify amendment or termination of the unperformed portion.

ARTICLE 23 - RECORDS AND AUDIT

Parties retain formation, authority, specifications, price, payment, Trade Credit, fees, taxes, delivery, acceptance, warranty, compliance, and dispute records for at least seven years. PTE may request proportionate records to verify fees, Schedules, fraud, disputes, tax, or legal compliance.

ARTICLE 24 - LIABILITY

- 1 Between Buyer and Seller, indirect, special, punitive, consequential, and certain lost-profit damages are excluded to the extent lawful.
- 2 Default direct-liability cap is the Transaction Price.
- 3 Caps do not apply to payment obligations, fraud, willful misconduct, non-excludable gross negligence, bodily injury, confidentiality, data breach, infringement, bribery, sanctions, counterfeit goods, taxes, or third-party indemnity.
- 4 PTE liability follows the Membership Agreement and is ordinarily limited to fees paid to PTE for the Transaction or the Order Form cap.
- 5 PTE is not liable for Member, carrier, inspector, escrow, payment, customs, market, currency, or other independent failures outside reasonable control.

ARTICLE 25 - DISPUTES, LAW, AND ARBITRATION

- 1 Parties first negotiate in good faith and submit a written Dispute Notice.
- 2 PTE may preserve records, facilitate communication, and maintain holds but is not the arbitrator by default.
- 3 California law governs unless the Confirmation states otherwise.
- 4 The CISG is excluded unless expressly selected.
- 5 Unless otherwise stated, binding AAA Commercial Arbitration is seated in Los Angeles County, California; one arbitrator below \$5 million and three at or above \$5 million.
- 6 Courts may grant urgent relief for fraud, unauthorized transfer, confidentiality, IP, evidence, or award enforcement.
- 7 Proceedings are individual to the extent enforceable.

ARTICLE 26 - GENERAL

Entire agreement, amendment, waiver, severability, counterparts, electronic signatures, assignment, subcontracting, publicity, language, interpretation, and survival are governed by the Transaction Documents.

SIGNATURES

PTE Authorized Representative: _____

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

Signature: _____ **Date:** _____