

PREMIER TRADE EXCHANGE

EARNINGS AND TRADE CREDIT DISCLOSURE

Member Earnings, Transaction Results and Trade Credit Disclosure

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ISSUED AND ADMINISTERED BY

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ATTORNEY-REVIEW NOTICE

This is a comprehensive business legal document prepared for operational and website implementation. It is not a substitute for jurisdiction-specific legal advice and should be reviewed and approved by qualified counsel before public deployment or execution.

CONFIDENTIAL BUSINESS LEGAL DOCUMENT

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IMPORTANT FINANCIAL RESULTS DISCLOSURE

Membership provides services and contractual capacity, not automatic earnings. A Membership Plan, Schedule, Multiplier, Trade Credit allocation, Listing, match, proposed Transaction, or projection is not a completed purchase, completed sale, revenue, Cash, income, or profit. Trade Credit Balance, Gross Transaction Value, Cash Component, Gross Revenue, Net Cash Proceeds, Income, and Net Profit are different measurements.

ARTICLE 1 — SCOPE

This Disclosure controls claims concerning:

1. Membership benefits and capacity;
2. Buyers, Sellers, customers, and Transactions;
3. Revenue, income, Cash, profit, savings, or growth;
4. Trade Credits and Cash Conversion;
5. Multiplier and 100X claims;
6. Historical results, projections, calculators, testimonials, and case studies.

ARTICLE 2 — CORE DISCLOSURES

1. Membership is paid.
2. Membership alone does not produce a Transaction or financial result.
3. Results depend on verification, products, pricing, capacity, funding, demand, negotiation, delivery, acceptance, fees, taxes, costs, counterparty performance, compliance, and other business conditions.
4. Only qualifying Completed Transactions may be described as completed.
5. Refunds, reversals, chargebacks, disputes, and cancellations must be reflected in claimed results.

ARTICLE 3 — CAPACITY VERSUS RESULTS

1. Approved Buying Capacity is the maximum authorized purchasing level, not earnings.
2. Approved Selling Capacity is the maximum authorized selling level, not a sale or revenue.
3. A plan label or headline does not independently create a financial promise.
4. A specific enforceable commitment must appear in a signed agreement.

ARTICLE 4 — MULTIPLIER AND 100X

1. A Multiplier governs prospective capacity, service access, progression, Trade Credit allocation, or another defined plan benefit.
2. It is not an automatic Cash, revenue, profit, or investment multiplier.
3. “Up to” states a maximum and requires progression conditions.
4. A 100X claim must define what is multiplied, the starting point, maximum, period, conditions, fees, settlement type, whether it is capacity or completed performance, and any remedy.
5. “Earn 100X” or similar language must not be used without exact, prominent definition and substantiation.
6. Unless a definitive signed guarantee states otherwise, 100X does not mean 100 times the fee in Cash or profit.

ARTICLE 5 — BUYING AND SELLING RESULTS

1. A Buying Schedule is not a completed purchase.
2. A Selling Schedule is not a completed sale.
3. Completed buying value is not earnings.
4. Completed selling value may be Gross Revenue but not necessarily Cash or Net Profit.
5. The standard 3% Buying Fee and 7% Selling Fee, taxes, product costs, labor, delivery, marketing, finance, and overhead affect net results.

ARTICLE 6 — CASH AND TRADE CREDIT COMPONENTS

1. Cash-only, Trade-Credit-only, and mixed Transactions must be described accurately.
2. A mixed result must separately disclose Cash and Trade Credit components.
3. Trade Credit allocation or balance is not Cash income, a bank balance, or guaranteed receivable.
4. A reference currency does not guarantee immediate Conversion, rate, timing, or liquidity.

ARTICLE 7 — CASH CONVERSION

1. Eligible trade credits may be converted only through approved mechanisms.
2. Conversion requires active membership, eligible credits, verification, compliance, supporting records, provider availability, and a Conversion Confirmation.
3. Possession of credits does not mean approval or completed Cash payment.
4. The standard Conversion Transaction Fee is 10% of the Gross Approved Conversion Amount.
5. Net Cash Proceeds may also be reduced by taxes, withholding, bank, escrow, foreign-exchange, provider, and outstanding obligations.
6. Conversion may be described as completed only after irrevocable Cash settlement.

ARTICLE 8 — FEES AND NET RESULTS

Unless a different signed rate applies:

1. Selling Transaction Fee: 7%;
2. Buying Transaction Fee: 3%;
3. Conversion Transaction Fee: 10%.

These fees are separate. Profit claims must deduct all material costs, fees, taxes, refunds, losses, labor, overhead, finance, and other expenses.

ARTICLE 9 — BUYER, CUSTOMER, AND GUARANTEE CLAIMS

1. Access, matching, leads, Listings, and available Buyers are not completed sales or binding purchases.
2. A “guaranteed Buyer,” “guaranteed customer,” “guaranteed sales,” or “contract-guaranteed revenue” claim requires a definitive agreement identifying the obligor, beneficiary, product, volume, price or formula, period, conditions, exclusions, settlement, and remedy.
3. PTE does not guarantee a third party merely by verifying, listing, introducing, or administering it.
4. Informal email, advertisement, oral statement, testimonial, or presentation cannot create a guarantee.

ARTICLE 10 — PROJECTIONS

A projection must:

1. Be labeled as projected or illustrative;
2. Identify the period, plan, assumptions, volume, pricing, settlement mix, fees, expenses, taxes, timing, and dependencies;
3. Avoid presenting maximum capacity as certain performance;
4. Explain material risks and sensitivity;
5. Not be described as actual, typical, certain, automatic, or guaranteed without evidence and contractual basis.

ARTICLE 11 — HISTORICAL AND TYPICAL RESULTS

1. Claims must identify the relevant Member population, period, numerator, denominator, and eligibility criteria.
2. Zero, inactive, unsuccessful, refunded, or negative-result Members must not be excluded where the exclusion would mislead.
3. Average and Median must be distinguished.
4. Exceptional results are not typical.
5. “Results not typical” does not cure a misleading claim.
6. Typicality requires relevant evidence.

ARTICLE 12 — SUBSTANTIATION

Before publication, the responsible person must possess evidence supporting the exact amount, period, population, geography, plan, settlement mix, fees, costs, result type, and conditions. Reliable evidence may include Transaction Confirmations, bank and escrow records, Trade Credit ledger records, invoices, delivery and acceptance records, tax records, financial statements, and independent verification.

ARTICLE 13 — TESTIMONIALS AND CASE STUDIES

1. Testimonials must reflect honest experience.
2. They cannot communicate unsupported claims.
3. Payment, free membership, discounts, trade credits, referral fees, employment, ownership, or other material connections must be disclosed.
4. Financial case studies require verification of Transactions, Cash, trade credits, fees, expenses where profit is claimed, Conversion, refunds, special assistance, and typicality.
5. Composite or anonymized cases must be disclosed accurately.
6. Fake or altered testimonials are prohibited.

ARTICLE 14 — ADVERTISING AND DISCLOSURE PLACEMENT

1. The overall impression must be truthful.
2. Material qualifications must be close to the claim and reasonably visible before payment.
3. Fine print cannot contradict a headline.
4. Disclosures must work on desktop, mobile, email, video, social media, and other media.
5. Calculators and charts must identify inputs, assumptions, units, periods, gross versus net, Cash versus Trade Credit, and projected versus actual data.

ARTICLE 15 — MATERIAL RISKS

Members may experience no Transactions, lower volume, delays, defaults, disputes, costs, tax liabilities, unused Trade Credits, Conversion limits, provider failure, technology outages, legal changes, currency risk, and business loss.

ARTICLE 16 — NO INVESTMENT REPRESENTATION

Membership and trade credits do not provide ownership, equity, interest, dividends, deposits, securities, or passive investment returns. They must not be marketed as shares, bonds, notes, investment contracts, savings, speculative tokens, or guaranteed returns.

ARTICLE 17 — CORRECTION AND RECORDKEEPING

1. Inaccurate or unsupported claims must be corrected or withdrawn.
2. Claim wording, approvals, data, evidence, advertisements, population definitions, complaints, and corrections should be retained for at least seven years after use.
3. PTE may require removal, correction, disclosure, or substantiation and may suspend or terminate for serious deception.

ARTICLE 18 — ACKNOWLEDGMENT

The Member acknowledges the distinction between capacity and performance, Cash and Trade Credits, gross and net, projection and guarantee, exceptional and typical results, and the standard 3%, 7%, and 10% fees.

Member: _____ **Authorized Signatory:** _____
Signature: _____ **Date:** _____

CONTACT

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