

PREMIER TRADE EXCHANGE

MARKETPLACE, TRANSACTION AND COMPLIANCE AGREEMENT

Marketplace access, Listings, matching, transaction formation and performance, Buyer and Seller duties, verification, sanctions, acceptable use, prohibited activity, enforcement, and commercial disputes.

A single integrated, signature-ready agreement

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Issued by	The RH Group LLC d/b/a Premier Trade Exchange
Business Address	633 West Fifth Street, 26th and 28th Floors, Downtown Los Angeles, California 90071, United States

Integrated standalone documents

Marketplace and Transaction Rules
Master Transaction Agreement
Member Verification, KYC, Sanctions and Compliance Agreement
Acceptable Use and Prohibited Transactions Policy

Separate documents that continue to apply

Master Membership, Schedule and Trade Credit Agreement
Electronic Communications, Records and Signature Consent
Member Earnings, Transaction Results and Trade Credit Disclosure
Privacy Policy
Cookie Policy and Cookie Consent Notice
Transaction Confirmation and Settlement Authorization Form for each Transaction

Attorney-review notice. This is a comprehensive business contract template and is not legal advice. It should be reviewed and localized by qualified counsel before execution or deployment in each applicable jurisdiction.

IMPORTANT TRANSACTION AND COMPLIANCE NOTICE

This Agreement is the standing framework accepted once for Marketplace participation and future Transactions. It does not itself approve any individual purchase or sale. Buyer and Seller must separately approve a Transaction Confirmation and Settlement Authorization Form for every Transaction. PTE is not the Buyer, Seller, bank, insurer, titleholder, or escrow holder unless expressly identified in a separate signed record.

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PART I - AGREEMENT FOUNDATION AND MARKETPLACE RULES

Standing acceptance, Marketplace access, Listings, requests, matching, communications, transaction status, reviews, Member due diligence, disputes, and platform enforcement.

ARTICLE 1 - PARTIES AND STANDING ACCEPTANCE

This Marketplace, Transaction and Compliance Agreement ("Agreement") is between The RH Group LLC d/b/a Premier Trade Exchange ("Premier Trade Exchange", "PTE", "Exchange", "we", "us", or "our") and each approved Member that signs or electronically accepts it. It also governs each Authorized User acting for a Member.

The Agreement is accepted once as the standing framework for Marketplace access and Transactions. Each individual Transaction still requires a separate Transaction Confirmation and Settlement Authorization Form identifying the Buyer, Seller, Deliverables, price, Cash and Trade Credit components, fees, delivery, acceptance, and release conditions.

ARTICLE 2 - PURPOSE AND INTEGRATED STRUCTURE

This single integrated Agreement governs Marketplace conduct, Listings, buying requests, matching, communications, transaction formation and performance, settlement, fees, delivery, title, risk, inspection, acceptance, warranties, default, remedies, verification, beneficial ownership, sanctions, Source of Funds, anti-fraud controls, acceptable use, prohibited transactions, monitoring, enforcement, records, and disputes.

When the Membership Order Form or execution record identifies this Consolidated Edition as controlling, it supersedes and replaces the prior standalone documents listed on the cover solely for the same subject matter.

ARTICLE 3 - RELATIONSHIP TO OTHER DOCUMENTS

This Agreement is incorporated into the Master Membership, Schedule and Trade Credit Agreement and every accepted Transaction Confirmation. The Membership Order Form controls Member-specific plan and fee terms. The separate Privacy Policy, Cookie Policy, Electronic Communications Consent, Earnings Disclosure, and transaction-specific documents continue to apply according to their functions.

ARTICLE 4 - ORDER OF PRIORITY

If documents conflict, the following order applies unless a later signed record expressly states otherwise:

1. Applicable mandatory law;
2. A separately negotiated definitive agreement signed by Buyer and Seller;
3. The latest accepted Change Order;
4. The applicable Transaction Confirmation and Settlement Authorization Form;
5. Transaction-specific escrow instructions and specifications;
6. This Agreement;
7. The Master Membership, Schedule and Trade Credit Agreement and Membership Order Form;
8. Other incorporated policies and disclosures;
9. General website, catalogue, quotation, proposal, or marketing content.

ARTICLE 5 - DEFINITIONS AND INTERPRETATION

"Buyer" and "Seller" mean the Members identified in a Transaction Confirmation. "Transaction Parties" means Buyer and Seller. "Deliverables" means the products, services, documents, milestones, work product, or other items to be supplied. "Transaction" means an approved purchase and sale governed by a Transaction Confirmation. "Prohibited Person" means a person with whom the relevant activity is prohibited under applicable sanctions or other law. "Restricted Activity" means a product, service, jurisdiction, settlement method, or Transaction requiring prior written approval.

Capitalized terms not defined here have the meanings in the Master Membership, Schedule and Trade Credit Agreement or Transaction Confirmation. "Including" means including without limitation. Headings assist navigation and do not limit interpretation.

ARTICLE 6 - PURPOSE AND APPLICATION

This Part 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 7 - 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 8 - 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 9 - 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 10 - MATCHING

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 11 - COMMUNICATIONS

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 12 - OFFERS, QUOTATIONS, AND ORDERS

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 Part II of this Agreement unless expressly incorporated.
5. PTE may require a Transaction Confirmation before performance.

ARTICLE 13 - TRANSACTION FORMATION

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 14 - SETTLEMENT

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 15 - FEES

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 16 - DELIVERY AND PERFORMANCE

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 17 - INSPECTION AND ACCEPTANCE

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 18 - TRANSACTION STATUS

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 19 - REVIEWS AND TESTIMONIALS

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 20 - PROHIBITED MARKETPLACE CONDUCT

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 21 - RESTRICTED CATEGORIES

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 22 - MEMBER DUE DILIGENCE

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 23 - DISPUTES

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 Part II of this Agreement.

ARTICLE 24 - REFUNDS, RETURNS, AND REVERSALS

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 25 - MONITORING AND ENFORCEMENT

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 26 - RECORDS

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 27 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 28 - CHANGES

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.

PART II - MASTER TRANSACTION TERMS

The direct Buyer-Seller contract, formation, documents, Deliverables, price, settlement, fees, payment, escrow, taxes, delivery, title, risk, acceptance, warranties, default, remedies, liability, and arbitration.

ARTICLE 29 - 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 30 - 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 31 - 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 32 - 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. Part I of this Agreement;
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 33 - 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 34 - 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 35 - 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 36 - 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 37 - 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 38 - 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 39 - 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 40 - 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 41 - 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 42 - 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 43 - 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 44 - 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 45 - 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 46 - 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 47 - 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 48 - 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 49 - 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 50 - 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 51 - 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 52 - 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 53 - 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 54 - GENERAL

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

PART III - VERIFICATION, KYC, SANCTIONS, AND COMPLIANCE

Business and individual verification, ownership and authority, Source of Funds and Wealth, sanctions, PEP review, AML, monitoring, EDD, ongoing review, holds, reporting, privacy, and records.

ARTICLE 55 - 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 56 - 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 57 - 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 58 - 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 59 - 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 60 - 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 61 - 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 62 - 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 63 - 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 64 - 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 65 - 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 66 - 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 67 - 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 68 - 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 69 - 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 70 - 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 71 - 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 72 - 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 73 - 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 74 - 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.

PART IV - ACCEPTABLE USE AND PROHIBITED TRANSACTIONS

The lawful-use standard, prohibited conduct and products, restricted categories, financial and Trade Credit misuse, cybersecurity, claims, Account misuse, monitoring, appeal, and indemnity.

ARTICLE 75 - GENERAL STANDARD

Every use must:

1. Have genuine commercial purpose;
2. Identify the true parties;
3. Use commercially supportable pricing;
4. Be accurately documented;
5. Comply with Applicable Law;
6. Reflect the true Cash and Trade Credit settlement;
7. Avoid harm, deception, abuse, and circumvention.

ARTICLE 76 - ILLEGAL ACTIVITY

Members must not plan, promote, finance, facilitate, conceal, or profit from illegal activity, including fraud, theft, extortion, organized crime, money laundering, terrorist financing, sanctions evasion, bribery, tax crime, human trafficking, illegal gambling, cybercrime, smuggling, environmental crime, or unlawful surveillance.

Attempted or incomplete conduct remains prohibited.

ARTICLE 77 - FRAUD AND FALSE INFORMATION

Prohibited conduct includes:

1. False identity, ownership, authority, capacity, inventory, licenses, origin, quality, delivery, payment, or results;
2. Forged or altered IDs, invoices, bank records, certificates, shipping documents, inspection reports, tax records, or escrow records;
3. Impersonation of PTE, a Member, authority, bank, escrow provider, Buyer, or Seller.

ARTICLE 78 - SHAM AND MANIPULATIVE TRANSACTIONS

Members must not create:

1. Fictitious purchases or sales;
2. Nonexistent goods or services;
3. Circular or wash Transactions lacking legitimate purpose;
4. Related-party Transactions concealed to manipulate pricing, fees, credits, or progression;
5. Transactions created solely to generate trade credits, Conversion, Multiplier progression, or improper commissions;
6. Artificially split, duplicated, backdated, or self-dealing Transactions.

ARTICLE 79 - FINANCIAL CRIME

Prohibited activity includes:

1. Concealment, layering, or integration of criminal proceeds;
2. Structuring to avoid verification, reporting, limits, fees, or sanctions screening;
3. Over-invoicing, under-invoicing, multiple invoicing, phantom shipments, false quantity, false quality, false origin, false destination, unexplained third-party settlement, and shell-company concealment;
4. Funding or supporting terrorism.

ARTICLE 80 - SANCTIONS, EXPORT, AND IMPORT

Members must not:

1. Deal with Prohibited Persons;

2. Conceal sanctioned ownership or control;
3. Use front companies or nominees to evade restrictions;
4. Misstate product, destination, end user, route, or beneficiary;
5. Export, re-export, import, disclose, or transfer controlled products, software, technology, or technical data without required authorization.

ARTICLE 81 - BRIBERY AND TAX EVASION

No bribes, kickbacks, secret commissions, improper rebates, false consulting agreements, facilitation payments where prohibited, or improper benefits. No concealment of taxable income, barter activity, fees, value, ownership, withholding, or accounting.

ARTICLE 82 - HUMAN EXPLOITATION

Absolute prohibition on human trafficking, forced labor, debt bondage, prohibited child labor, sexual exploitation, illegal organ trade, migrant exploitation, sale of persons, and products materially connected with such activity.

ARTICLE 83 - PROHIBITED PRODUCTS AND SERVICES

Unless expressly approved where lawful, prohibited categories include:

1. Illegal weapons, ammunition, explosives, weapon-conversion devices, chemical, biological, radiological, or mass-destruction weapons;
2. Illegal drugs, controlled substances supplied unlawfully, falsified medicines, and unlawful precursors;
3. Stolen, counterfeit, pirated, forged, serial-number-removed, or unlawfully diverted goods;
4. Illegal wildlife, ivory, timber, minerals, cultural property, hazardous waste, and environmental contraband;
5. Malware, ransomware, phishing, credential theft, hacking for unlawful purposes, illegal spyware, fake-document services, Ponzi or pyramid schemes, fake reviews, and other harmful services.

ARTICLE 84 - RESTRICTED CATEGORIES

Prior written approval may be required for alcohol, tobacco, pharmaceuticals, medical devices, healthcare, chemicals, pesticides, hazardous materials, precious metals, gemstones, commodities, energy, vehicles, aircraft, vessels, real property, construction, government contracts, telecommunications, encryption, dual-use goods, defense-related goods, environmental credits, intellectual property, art, charitable fundraising, stored-value products, gift cards, digital assets, securities, financial services, lending, insurance, gambling-related activity, adult-oriented products, and agricultural products subject to biosecurity controls.

ARTICLE 85 - UNAUTHORIZED FINANCIAL ACTIVITY

Members must not conduct unauthorized deposit taking, money transmission, currency exchange, securities dealing, investment solicitation, lending, consumer credit, insurance, third-party payment processing, escrow, trust services, remittances, or digital-asset exchange or custody.

Trade credits and membership must not be promoted as investments, deposits, securities, savings products, guaranteed returns, or ownership interests.

ARTICLE 86 - TRADE CREDIT AND CONVERSION MISUSE

Members must not:

1. Create, counterfeit, duplicate, manipulate, sell, pledge, or transfer credits without authority;
2. Use sham Transactions to generate credits;
3. Use restricted, pending, disputed, reserved, or invalid credits;
4. Misrepresent credits as Cash or guaranteed liquidity;
5. Submit duplicate or false Conversion Requests;
6. Split Conversion to avoid review;
7. Direct Conversion to undisclosed beneficiaries;
8. Promise unauthorized conversion timing, rate, or guarantee.

ARTICLE 87 - PAYMENT AND ESCROW MISUSE

No stolen payment credentials, false beneficiary instructions, payment diversion, fake payment claims, chargeback abuse, unexplained third-party payments, unauthorized payment processing, or misuse of escrow.

ARTICLE 88 - FEE CIRCUMVENTION

Members must not move an introduced or Exchange-administered Transaction off-platform, conceal an affiliate, split value, alter the contracting party, misstate the price, or use private communications to avoid fees, schedules, verification, or records.

ARTICLE 89 - INTELLECTUAL PROPERTY

No counterfeit goods, pirated software, unauthorized trademarks, stolen trade secrets, unlawfully copied content, or false ownership. Members must possess all necessary rights.

ARTICLE 90 - DATA AND CYBERSECURITY

No data harvesting, scraping, selling Member contacts, unauthorized Account access, credential sharing, phishing, malware, denial-of-service attacks, circumvention of access controls, vulnerability probing without authorization, reverse engineering where prohibited, alteration of system records, or interference with other users.

ARTICLE 91 - COMMUNICATIONS AND CLAIMS

No spam, deceptive marketing, harassment, threats, malicious attachments, false legal notices, misleading payment requests, or unauthorized representation of PTE. Earnings, Buyer, Seller, revenue, Trade Credit, Conversion, and guarantee claims must be accurate, substantiated, and approved where required.

ARTICLE 92 - REVIEWS AND TESTIMONIALS

No fake, purchased, undisclosed employee, self-authored, coerced, or materially altered reviews. Material relationships and incentives must be disclosed. Financial claims require evidence.

ARTICLE 93 - ACCOUNT MISUSE

No selling or leasing Accounts, undisclosed third-party operation, duplicate Accounts to evade restrictions, use of another Member's Account, false registration, or retention of access after authority ends.

ARTICLE 94 - MONITORING AND ENFORCEMENT

PTE may monitor Listings, Transactions, communications, Trade Credit activity, Conversion, Account access, disputes, refunds, chargebacks, and security events. PTE may request evidence, remove content, place holds, restrict functions, reverse invalid entries, reject Conversion, suspend or terminate membership, recover losses, notify providers, and report where permitted or required.

ARTICLE 95 - APPEAL

An affected Member may request review with the decision, explanation, corrected information, evidence, and requested outcome. An appeal does not automatically stay a restriction.

ARTICLE 96 - LIABILITY AND INDEMNITY

The Member indemnifies PTE and authorized providers against third-party claims arising from prohibited products, fraud, sanctions, tax crime, infringement, data misuse, cyber misconduct, exploitation, fee circumvention, or breach. Liability is otherwise governed by the Membership Agreement.

APPENDICES AND OPERATING CHECKLISTS

These checklists support administration of the Agreement. The transaction-specific Transaction Confirmation and Settlement Authorization Form remains the controlling form for each deal.

APPENDIX A - MARKETPLACE LISTING AND BUYING REQUEST CHECKLIST

- ☐ True legal Member identity and authorized representative
- ☐ Accurate product or service description, quantity, quality, condition, origin, and capacity
- ☐ Price or pricing method and Cash / Trade Credit settlement preference
- ☐ Territory, delivery, inspection, acceptance, warranty, tax, and licensing terms
- ☐ No counterfeit, stolen, prohibited, sanctioned, misleading, duplicated, or sham content
- ☐ Supporting documents and expiration or availability period

APPENDIX B - TRANSACTION COMPLIANCE CHECKLIST

Control	Status	Notes / Evidence
Buyer and Seller verified	☐ Complete ☐ Pending ☐ N/A	
Beneficial ownership and authority current	☐ Complete ☐ Pending ☐ N/A	
Commercial purpose and pricing supportable	☐ Complete ☐ Pending ☐ N/A	
Source of Funds and third-party payments reviewed	☐ Complete ☐ Pending ☐ N/A	
Sanctions / PEP / adverse-media review complete	☐ Complete ☐ Pending ☐ N/A	
Product, export, import, end-use, and end-user review complete	☐ Complete ☐ Pending ☐ N/A	
Cash and Trade Credit capacity confirmed	☐ Complete ☐ Pending ☐ N/A	
Escrow and payment destinations verified	☐ Complete ☐ Pending ☐ N/A	
Required licenses and insurance obtained	☐ Complete ☐ Pending ☐ N/A	
Transaction Confirmation approved	☐ Complete ☐ Pending ☐ N/A	

APPENDIX C - RESTRICTED ACTIVITY APPROVAL REQUEST

Member: _____

Proposed Product / Service: _____

Category: _____

Jurisdictions: _____

Buyer / Seller / End User: _____

Commercial Purpose: _____

Estimated Value: _____

Cash / Trade Credit Mix: _____

Licenses / Authorizations: _____

Source of Funds: _____

Risk Controls: _____

Requested Approval Period: _____

Decision: _____

Conditions: _____

Reviewer: _____

Date: _____

APPENDIX D - TRANSACTION DISPUTE NOTICE

Transaction Reference: _____

Disputing Party: _____

Other Party: _____

Date: _____

Issue: _____

Cash Amount: _____

Trade Credit Amount: _____

Contractual Basis: _____

Facts and Supporting Evidence: _____

Requested Hold: _____

Requested Remedy: _____

Authorized Signatory: _____

EXECUTION AND SIGNATURES

By signing or electronically accepting this Marketplace, Transaction and Compliance Agreement, each signatory confirms that the signatory has reviewed the complete Agreement, has authority to bind the represented party, and agrees to the provisions, incorporated documents, fees, dispute terms, and electronic execution rules applicable to the relationship.

EXECUTION ACKNOWLEDGMENT

The parties intend this document to be one integrated agreement. When the Membership Order Form or execution record designates this Consolidated Edition as controlling, it supersedes the prior standalone versions listed on the cover solely with respect to the same subject matter. Separate privacy notices, Cookie choices, electronic consent, earnings disclosures, and transaction-specific confirmations remain separate as stated.

The Member understands that this Agreement is accepted once but each Transaction requires a separate Transaction Confirmation and Settlement Authorization Form.

The Member understands that Buyer and Seller contract directly unless PTE is expressly identified as a direct party.

The Member accepts the verification, beneficial ownership, sanctions, Source of Funds, monitoring, and ongoing review requirements.

The Member agrees not to engage in prohibited, sham, fraudulent, sanctioned, exploitative, infringing, or fee-circumventing activity.

The Member accepts the transaction formation, delivery, acceptance, warranty, default, liability, governing-law, and arbitration provisions.

PREMIER TRADE EXCHANGE	MEMBER
Legal Entity: The RH Group LLC d/b/a Premier Trade Exchange	Legal Entity: _____
Legal / Trading Name: _____	Legal / Trading Name: _____
Authorized Signatory: _____	Authorized Signatory: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Email: _____	Email: _____

Electronic signatures and counterparts are permitted under the separate Electronic Communications, Records and Signature Consent and applicable law.