

PREMIER TRADE EXCHANGE

MASTER MEMBERSHIP, SCHEDULE AND TRADE CREDIT AGREEMENT

Membership activation, plan services, Buying and Selling Schedules, Multiplier progression, Trade Credit accounts, fees, settlement, Cash Conversion, refunds, and general membership terms.

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

Membership Agreement
Buying Schedule and Selling Schedule Agreement
Trade Credit, Cash Settlement and Conversion Terms
Membership Fees, Transaction Fees, Conversion Fees and Refund Policy

Separate documents that continue to apply

Marketplace, Transaction and Compliance 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 MEMBERSHIP AND FINANCIAL NOTICE

Premier Trade Exchange is a paid business-to-business platform. Membership provides contracted services and capacity; it does not by itself guarantee a completed purchase, completed sale, revenue, profit, Cash Conversion, or any particular financial result. Trade credits are contractual accounting units, not legal tender, bank deposits, securities, cryptocurrency, interest-bearing instruments, or guaranteed Cash equivalents.

DOCUMENT STRUCTURE

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PART I - FORMATION AND MEMBERSHIP FOUNDATION

The legal relationship between PTE and the Member, activation, services, Member responsibilities, and the architecture of the consolidated agreement.

ARTICLE 1 - PARTIES AND AGREEMENT

This Master Membership, Schedule and Trade Credit Agreement ("Agreement") is between The RH Group LLC d/b/a Premier Trade Exchange ("Premier Trade Exchange", "PTE", "Exchange", "we", "us", or "our") and the business identified in the applicable Membership Order Form ("Member", "you", or "your"). Each signatory represents that the signatory has authority to bind the relevant party.

ARTICLE 2 - PURPOSE AND INTEGRATED STRUCTURE

This Agreement is a single integrated contract governing paid Membership Activation, Member Accounts, plan services, Buying and Selling Schedules, Multiplier progression, Trade Credit Accounts, Cash and mixed settlement, Cash Conversion, Membership Fees, Transaction Fees, refunds, suspension, termination, and other membership matters.

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. It does not replace the separate Marketplace, Transaction and Compliance Agreement, privacy and Cookie notices, electronic consent, earnings disclosure, or a transaction-specific Transaction Confirmation.

ARTICLE 3 - ACCEPTANCE AND EFFECTIVE DATE

The Agreement becomes effective for a Member when PTE approves the application and the Member signs, electronically accepts, or otherwise validly executes this Agreement and the applicable Membership Order Form, and satisfies the required activation and verification conditions.

Electronic signatures, notices, and records are governed by the separate Electronic Communications, Records and Signature Consent.

ARTICLE 4 - ORDER OF PRIORITY

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

1. Applicable mandatory law;
2. A transaction-specific definitive agreement or accepted Transaction Confirmation;
3. The Membership Order Form;
4. This Agreement;
5. The Marketplace, Transaction and Compliance Agreement;
6. Other incorporated policies and disclosures;
7. General website, proposal, catalogue, or marketing content.

A specific term controls a general term concerning the same subject. No oral or informal statement changes the Agreement unless incorporated into an authorized signed record.

ARTICLE 5 - DEFINITIONS AND INTERPRETATION

Capitalized terms have the meanings stated in this Agreement, the Membership Order Form, the Marketplace, Transaction and Compliance Agreement, or the applicable Transaction Confirmation. "Cash" means government-issued legal tender or cleared bank funds. "Completed Transaction" means a qualifying Transaction that has satisfied the applicable delivery, acceptance, settlement, fee, and non-reversal requirements. "Fee Base" means the value against which an applicable percentage fee is calculated. "Multiplier" means the contractual factor used for prospective capacity, service access, progression, or Trade Credit allocation. "Trade Credit" means a contractual accounting unit recorded in the PTE ledger.

"Including" means including without limitation. Singular includes plural. A reference to writing includes approved electronic records. Headings assist navigation and do not limit interpretation.

ARTICLE 6 - PARTIES

This Agreement is between The RH Group LLC d/b/a Premier Trade Exchange ("PTE") and the business identified in the Membership Order Form ("Member"). Each signatory represents that they have authority to bind the relevant party.

ARTICLE 7 - MEMBERSHIP STRUCTURE

1. Every approved Member participates as both a Buyer and a Seller.
2. Every Member must maintain an approved Buying Schedule and Selling Schedule.
3. Membership requires paid activation at the fee stated in the Order Form.
4. PTE may assign a membership category, level, territory, transaction limit, multiplier, or service scope.
5. Membership is nonexclusive unless a signed territory or category provision states otherwise.

ARTICLE 8 - SERVICES

Subject to the Order Form and continuing eligibility, PTE may provide:

1. Business onboarding and verification;
2. Member Account and dashboard access;
3. Buying and Selling Schedule administration;
4. Marketplace Listings;
5. Buyer and Seller matching;
6. Transaction documentation and administration;
7. Trade Credit Accounts and ledger services;
8. Cash, mixed, and trade-credit settlement coordination;
9. Approved Cash Conversion mechanisms;
10. Compliance, support, reporting, training, and other plan services.

PTE may use authorized service providers without publicly identifying confidential white-label technology or backend providers unless legally required or operationally necessary.

ARTICLE 9 - APPLICATION AND APPROVAL

1. The Member must provide accurate corporate, ownership, authority, tax, banking, product, service, and compliance information.
2. PTE may approve, conditionally approve, defer, restrict, or reject an application.
3. Payment does not compel approval where legal, fraud, sanctions, capacity, or eligibility concerns remain.
4. False or misleading information is material breach.
5. Membership begins only after the applicable activation, verification, acceptance, and payment requirements are completed.

ARTICLE 10 - MEMBER OBLIGATIONS

The Member must:

1. Maintain accurate information;
2. Comply with all incorporated agreements and Applicable Law;
3. Perform confirmed Buying and Selling obligations;
4. Pay fees, taxes, and charges when due;
5. Use only authorized users and verified accounts;
6. Protect confidential information and introduced counterparties;
7. Respond promptly to compliance and transaction requests;
8. Maintain licenses, insurance, records, and capacity;
9. Avoid fee circumvention and off-platform concealment;
10. Report fraud, account compromise, sanctions concerns, and material changes.

PART II - BUYING SCHEDULES, SELLING SCHEDULES, AND MULTIPLIER PROGRESSION

The universal paid-activation model, Schedule status, qualifying performance, progression, evidence, cure, and adjustment.

ARTICLE 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - MULTIPLIER PROGRESSION

1. The Multiplier governs prospective capacity and service access, not automatic earnings.
2. Progression may require:
 - Active paid membership;
 - Completed verification;
 - Signed Buying and Selling Schedules;
 - Completed obligations;
 - Timely payment and delivery;
 - Acceptance;
 - Payment of fees;
 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - 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 25 - 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 26 - 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 27 - 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 28 - DISPUTES

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

PART III - TRADE CREDIT, CASH SETTLEMENT, AND CONVERSION

Trade Credit creation, Accounts, reservation, transfer, permitted use, Cash settlement, approved Conversion, corrections, risk, and records.

ARTICLE 29 - SCOPE AND INCORPORATION

1. This Part govern the creation, allocation, reservation, transfer, use, settlement, reversal, retirement, and approved Cash Conversion of trade credits.
2. They form part of the Membership Agreement and apply to every Member, Authorized User, Transaction, Trade Credit Account, and Conversion Request.
3. A Transaction Confirmation controls the transaction-specific amount, timing, release conditions, and settlement split.
4. No marketing statement, dashboard estimate, or oral statement changes these Terms unless incorporated into a signed agreement.

ARTICLE 30 - DEFINITIONS

"Available Balance" means trade credits not pending, reserved, restricted, disputed, expired, reversed, or subject to a hold.

"Cash" means government-issued legal tender or cleared bank funds.

"Cash Conversion" means an approved process under which eligible trade credits are sold, assigned, netted, redeemed, or otherwise settled for Cash through an approved mechanism.

"Conversion Confirmation" means the transaction-specific record stating the approved gross amount, deductions, rate, beneficiary, and release conditions.

"Gross Approved Conversion Amount" means the amount approved before fees and deductions.

"Trade Credit" means a contractual accounting unit used to record or settle qualifying transactions in the Exchange ledger.

"Trade Credit Account" means the ledger account maintained for a Member.

"Trade Credit Component" means the portion of a Transaction Price settled in trade credits.

ARTICLE 31 - CREATION AND ALLOCATION

1. Only Premier Trade Exchange may create or authorize ledger issuance.
2. Trade credits may be allocated under a Membership Plan, approved schedule, completed Transaction, correction, reversal, or other documented mechanism.
3. Allocation does not by itself establish Cash value, immediate usability, unrestricted transferability, or Conversion eligibility.
4. PTE may require verification, signed schedules, transaction evidence, fees, reserves, and compliance approval before credits become Available.
5. Every allocation must have a traceable ledger reference and supporting authority.

ARTICLE 32 - MEMBER ACCOUNTS AND LEDGER RECORDS

1. Each Member receives one or more Trade Credit Accounts as approved by PTE.
2. Ledger records may show Available, Pending, Reserved, Restricted, Disputed, Reversed, Retired, or other statuses.
3. The authenticated PTE ledger is the System of Record, subject to correction for proven error.
4. Members must review statements and report suspected errors within 30 days unless a shorter transaction-specific period applies.
5. A Member must not create, duplicate, alter, counterfeit, pledge, or transfer ledger entries outside approved processes.

ARTICLE 33 - RESERVATION AND RELEASE

1. PTE may reserve trade credits for a proposed or binding Transaction.
2. Reserved credits cannot be reused, transferred, pledged, or submitted for Conversion.
3. Release occurs only when the Transaction Confirmation's conditions are satisfied.
4. A reservation may be released following expiration, cancellation, rejection, compliance failure, or other documented cause.
5. PTE may maintain holds during disputes, fraud reviews, sanctions reviews, chargebacks, or legal process.

ARTICLE 34 - TRANSFERS

1. Transfers require an authenticated instruction, sufficient Available Balance, valid authority, and compliance approval.
2. PTE may require multifactor authentication, dual approval, fresh verification, or supporting documents.
3. No transfer is final until the ledger status shows Completed.
4. A Member may not direct credits to an undisclosed person, shell entity, sanctioned person, or unauthorized beneficiary.
5. PTE may reject, delay, reverse, or suspend a transfer for fraud, error, illegality, duplicate processing, invalid underlying activity, or other contractual grounds.

ARTICLE 35 - PERMITTED USE

Trade credits may be used only to:

1. Settle approved purchases;
2. Pay an approved Trade Credit Component;
3. Satisfy permitted fees when expressly authorized;
4. Participate in approved netting or clearing;
5. Complete an approved Cash Conversion; or
6. Perform another documented Exchange function.

ARTICLE 36 - PROHIBITED USE

Members must not:

1. Represent trade credits as legal tender, deposits, investments, securities, or guaranteed Cash;
2. Use sham transactions to generate credits;
3. Structure activity to avoid verification, fees, taxes, limits, sanctions screening, or reporting;
4. Transfer credits for illegal goods, services, bribes, fraud, money laundering, terrorist financing, or tax evasion;
5. Sell Account access or credentials;
6. Use pending, disputed, reserved, or restricted credits;
7. Promise unauthorized conversion terms; or
8. Circumvent the Exchange.

ARTICLE 37 - CASH SETTLEMENT

1. The Cash Component of a Transaction must be paid through approved banking, payment, or escrow instructions.
2. Cash payment is complete only when cleared and irrevocably available.
3. Unexpected beneficiary or bank changes require enhanced verification.
4. PTE is not a bank, deposit-taking institution, or escrow holder unless a separate written agreement expressly states otherwise.
5. Bank, escrow, payment, foreign-exchange, tax, and provider charges are separate from PTE's fees unless expressly included.

ARTICLE 38 - CASH CONVERSION

1. Conversion is available only for eligible trade credits and approved Members.
2. A request is not approval and does not guarantee timing, amount, rate, jurisdiction, funding, or completion.
3. PTE may require proof of the underlying Transaction, ownership, Source of Funds, tax information, beneficiary verification, and compliance approval.
4. Each approved Conversion requires a Conversion Confirmation.
5. Unless another signed rate applies, the Conversion Transaction Fee is 10% of the Gross Approved Conversion Amount.
6. Net Cash Proceeds equal the gross approved amount less the 10% fee, taxes, withholding, bank charges, escrow charges, foreign-exchange costs, outstanding obligations, and other disclosed deductions.
7. Conversion is complete only after the approved funds are irrevocably released or received.
8. PTE may reject or delay Conversion when liquidity, compliance, provider, legal, technical, or transaction conditions are not satisfied.

ARTICLE 39 - FEES AND SETOFF

1. Members authorize PTE to calculate, invoice, deduct, or collect applicable fees.

2. PTE may apply contractual setoff against Cash proceeds, conversion proceeds, reserves, or permitted ledger balances.
3. Fees earned on completed services or completed Transactions are not automatically refundable.
4. A reversal or refund is governed by the Part IV of this Agreement.

ARTICLE 40 - REVERSALS AND CORRECTIONS

PTE may reverse or correct entries arising from:

1. Fraud;
2. Duplicate processing;
3. Mathematical or technical error;
4. Invalid or cancelled Transactions;
5. Valid returns or refunds;
6. Chargebacks;
7. Arbitration or court orders;
8. Compliance determinations; or
9. Other contractual grounds.

No correction may create double recovery.

ARTICLE 41 - EXPIRATION, SUSPENSION, AND RETIREMENT

1. Credits may expire only if the applicable plan, allocation, or Transaction document clearly states an expiration rule.
2. PTE may suspend use during investigation, default, membership suspension, or legal process.
3. Credits may be retired after use, reversal, settlement, expiry, abandonment, or another documented event.
4. Termination of membership does not automatically create a Cash redemption right.

ARTICLE 42 - TAX AND ACCOUNTING

1. Members are responsible for tax, barter reporting, valuation, recognition, withholding, and accounting treatment.
2. A trade-credit Transaction may be taxable even without Cash.
3. PTE statements are operational records, not individualized tax or accounting advice.
4. Members must maintain complete records and provide required tax forms.

ARTICLE 43 - SECURITY AND UNAUTHORIZED ACTIVITY

1. Members must protect credentials, devices, email accounts, authentication codes, and signing authority.
2. Suspected compromise must be reported immediately.
3. PTE may freeze Accounts, reset credentials, reverify users, or reverse unauthorized entries.
4. Members remain responsible for authorized users until removal is processed, subject to applicable law.

ARTICLE 44 - DISCLAIMER AND RISK

1. PTE does not guarantee that a Member can spend or convert its entire balance immediately.
2. Availability depends on matching, demand, eligible transactions, compliance, provider capacity, liquidity, law, and Member performance.
3. Trade credits can be subject to restrictions, disputes, reversals, or loss of utility.
4. PTE does not provide investment, tax, accounting, banking, or legal advice.

ARTICLE 45 - LIABILITY AND INDEMNIFICATION

1. Liability is governed by the Membership Agreement.
2. Members indemnify PTE and authorized service providers against third-party claims arising from unlawful use, false documentation, fraud, tax noncompliance, sanctions violations, unauthorized transfers, or breach.
3. Nothing excludes liability that cannot lawfully be limited.

ARTICLE 46 - RECORDS, NOTICES, AND DISPUTES

1. Records may be retained for at least seven years after the relevant relationship or Transaction.

2. Electronic notices and signatures are governed by the Electronic Communications Consent.
3. Disputes are governed by the Membership Agreement and applicable transaction documents.
4. Urgent relief may be sought to prevent unauthorized transfer, fraud, or destruction of records.

PART IV - FEES, BILLING, CANCELLATION, AND REFUNDS

Membership Activation and subscription fees, the 3% Buying Fee, 7% Selling Fee, 10% Conversion Fee, payment, deductions, refunds, chargebacks, and fee disputes.

ARTICLE 47 - SCOPE

This Part governs:

1. Membership activation and subscription fees;
2. Buying and Selling Transaction Fees;
3. Conversion Transaction Fees;
4. Third-Party Charges;
5. Taxes;
6. Payment, deduction, setoff, reserves, and invoices;
7. Cancellation, refund, reversal, and dispute treatment.

ARTICLE 48 - DEFINITIONS

"Activation Fee" means the one-time or stated fee for onboarding, configuration, verification, schedule structuring, Account creation, and initial services.

"Buying Transaction Fee" means 3% of the applicable Fee Base unless another signed rate applies.

"Fee Base" means the Gross Completed Transaction Value or other expressly identified basis.

"Membership Fee" means a one-time, periodic, renewal, plan, or service fee in the Order Form.

"Selling Transaction Fee" means 7% of the applicable Fee Base unless another signed rate applies.

"Conversion Transaction Fee" means 10% of the Gross Approved Conversion Amount unless another signed rate applies.

"Third-Party Charge" means a bank, escrow, inspection, shipping, tax, foreign-exchange, payment, legal, certification, or provider charge.

ARTICLE 49 - FEE TRANSPARENCY

1. Material fees must be disclosed in the Order Form, Transaction Confirmation, Conversion Confirmation, invoice, or this Policy.
2. A website estimate does not override a signed fee.
3. PTE will not impose a material new fee retroactively on a completed Transaction.
4. Member-specific discounts or waivers require written authorization.

ARTICLE 50 - MEMBERSHIP ACTIVATION AND SUBSCRIPTION

1. The Member must pay the amounts stated in the Order Form.
2. Activation may cover onboarding, Account creation, verification, schedule structuring, configuration, training, documentation, and initial access.
3. Subscription or renewal periods, if any, begin and renew as stated.
4. Taxes and provider charges may be added where applicable.
5. Nonpayment may suspend activation, access, Transactions, progression, or support.

ARTICLE 51 - BUYING TRANSACTION FEE

1. The Buyer pays 3% of the Fee Base for each qualifying Completed Buying Transaction unless another signed rate applies.
2. The fee applies to the total agreed value, including Cash and trade-credit consideration, unless the Transaction Confirmation states another basis.
3. It is earned when the Transaction reaches the contractual completion point.
4. It may be invoiced, deducted, collected through escrow, set off, or debited where expressly authorized.

ARTICLE 52 - SELLING TRANSACTION FEE

1. The Seller pays 7% of the Fee Base for each qualifying Completed Selling Transaction unless another signed rate applies.
2. The fee applies to total agreed consideration unless otherwise stated.
3. It is earned at contractual completion.
4. It is separate from the Conversion Transaction Fee.

ARTICLE 53 - CONVERSION TRANSACTION FEE

1. The standard fee is 10% of the Gross Approved Conversion Amount.
2. It is deducted before Net Cash Proceeds unless another method is stated.
3. Conversion may also incur taxes, bank, escrow, foreign-exchange, payment, and provider charges.
4. Payment of a Conversion fee does not guarantee approval or completion before approval.
5. Once Conversion is completed, the earned fee is not refundable except for proven calculation error or mandatory law.

ARTICLE 54 - THIRD-PARTY CHARGES

1. Third-Party Charges are separate unless expressly included.
2. Material special compliance or due-diligence costs require advance disclosure and acceptance.
3. Members are responsible for charges allocated to them in the relevant document.
4. PTE does not control independent providers' fees or refunds.

ARTICLE 55 - TAXES

1. Fees are exclusive of applicable sales, use, VAT, GST, excise, withholding, or similar taxes unless stated otherwise.
2. Members must provide valid exemption documentation before tax is due.
3. Withholding does not reduce the underlying fee except where law requires.
4. PTE may issue tax and barter records where required.

ARTICLE 56 - PAYMENT METHODS

Fees may be paid through:

1. Bank transfer;
2. Approved card or payment processor;
3. Escrow deduction;
4. Settlement deduction;
5. Conversion-proceeds deduction;
6. Authorized setoff;
7. Trade-credit debit only where expressly permitted;
8. Another approved method.

ARTICLE 57 - INVOICES AND DUE DATES

1. Invoices must be paid by the stated due date.
2. A partial dispute does not excuse undisputed amounts.
3. Late payment may result in suspension, interest where agreed and lawful, collection costs, holds, and termination.
4. Payment is complete only when cleared.

ARTICLE 58 - AUTHORIZED DEDUCTIONS AND SETOFF

The Member authorizes PTE, where contractually permitted, to deduct or set off fees against:

1. Cash proceeds;
2. Escrow distributions;
3. Conversion proceeds;
4. Refunds;
5. Reserves;

6. Other amounts payable by PTE;
7. Trade Credit balances only where expressly authorized.

ARTICLE 59 - MEMBERSHIP CANCELLATION

1. Cancellation must follow the Order Form or Account process.
2. Cancellation is prospective.
3. It does not cancel accrued fees, completed Transactions, confirmed obligations, negative balances, or third-party costs.
4. Access may continue through the paid period unless suspended for breach.

ARTICLE 60 - ACTIVATION REFUNDS

Unless the Order Form provides a more favorable rule:

1. Before activation work begins, a paid amount may be refundable less nonrecoverable processing costs.
2. After onboarding, configuration, verification, customization, document preparation, schedule structuring, or Account activation begins, the Activation Fee is nonrefundable to the extent services have been performed and costs incurred.
3. If PTE rejects an application for reasons not caused by false information, prohibited activity, sanctions, or Member breach, the unused portion will be refunded after deducting disclosed nonrecoverable costs.
4. Mandatory statutory rights remain unaffected.

ARTICLE 61 - SUBSCRIPTION AND RENEWAL REFUNDS

1. Used membership periods are nonrefundable.
2. A future unused period may be refundable only if the Order Form, law, or written approval provides it.
3. Renewal disputes must be submitted promptly.
4. A chargeback does not cancel amounts lawfully owed.

ARTICLE 62 - TRANSACTION FEE REVERSALS

1. A fully cancelled Transaction before Completion ordinarily does not earn completion-based fees, but disclosed nonrecoverable administrative or provider costs may remain due.
2. A partial completion earns fees on the completed Fee Base.
3. A return, refund, or reversal may produce a proportional fee adjustment where the underlying completed value is reversed.
4. No fee credit is owed where the refund arises from the requesting Member's breach, fraud, chargeback abuse, or fee circumvention, to the extent lawful.
5. Adjustments are recorded in the Transaction file.

ARTICLE 63 - DUPLICATE OR ERRONEOUS PAYMENTS

1. Duplicate and proven erroneous payments will be corrected.
2. Refunds ordinarily return to the original verified payer and method.
3. PTE may require verification and deduct unavoidable provider reversal charges where lawful and disclosed.
4. Errors must be reported promptly with evidence.

ARTICLE 64 - NONREFUNDABLE ITEMS

Subject to mandatory law, the following are generally nonrefundable once supplied or incurred:

1. Completed activation and customization;
2. Used membership periods;
3. Completed verification or enhanced due diligence;
4. Completed Transactions;
5. Completed Cash Conversion;
6. Earned transaction and conversion fees;
7. Third-Party Charges;
8. Domain, hosting, filing, certification, courier, bank, escrow, advertising, and inspection costs;
9. Custom documents, reports, training, or services already delivered.

ARTICLE 65 - REFUND REQUESTS

A request must identify:

1. Member;
2. Payment;
3. Invoice or Transaction reference;
4. Amount;
5. Date;
6. Legal and contractual basis;
7. Supporting evidence;
8. Verified refund destination.

PTE may request further information and will respond within a commercially reasonable period.

ARTICLE 66 - CHARGEBACKS

1. The Member must first use the contractual dispute process.
2. Fraudulent or abusive chargebacks are material breach.
3. PTE may suspend Accounts, recover fees and provider costs, and submit records to the payment provider.
4. A valid chargeback does not waive unrelated amounts owed.

ARTICLE 67 - FEE DISPUTES

1. Disputes should be submitted within 30 days of the statement or invoice.
2. PTE will review the calculation, Fee Base, status, deductions, and evidence.
3. Undisputed amounts remain due.
4. Final disputes follow the Membership Agreement.

ARTICLE 68 - CHANGES

1. PTE may change prospective fees with notice.
2. A fee change applies to future periods and future Transactions unless a signed agreement provides otherwise.
3. Existing binding Transaction economics are protected from retroactive change except for tax, fraud, error, or legal requirements.

ARTICLE 69 - ENFORCEMENT

Nonpayment may result in:

1. Account restriction;
2. Suspension of Marketplace access;
3. Schedule or progression freeze;
4. Trade Credit holds;
5. Conversion holds;
6. Collection;
7. Setoff;
8. Termination;
9. Other contractual remedies.

PART V - GENERAL MEMBERSHIP TERMS

Marketplace gateway provisions, compliance, Account security, intellectual property, confidentiality, privacy, warranties, liability, suspension, records, disputes, and general clauses.

ARTICLE 70 - MARKETPLACE AND TRANSACTIONS

1. Members may list lawful products and services and submit genuine buying requirements.
2. A Listing or match is not a binding Transaction.
3. A Transaction becomes binding only through the Marketplace, Transaction and Compliance Agreement and an accepted Transaction Confirmation.
4. Buyer and Seller contract directly unless PTE is expressly identified as a direct party.
5. PTE is not the manufacturer, supplier, Buyer, Seller, bank, insurer, or escrow holder by default.

ARTICLE 71 - VERIFICATION AND COMPLIANCE

1. PTE may conduct identity, business, beneficial-ownership, sanctions, PEP, adverse-media, Source-of-Funds, product, export, import, tax, and fraud reviews.
2. PTE may impose holds, limits, reserves, restrictions, enhanced review, or rejection.
3. Members must not use PTE for money laundering, terrorist financing, sanctions evasion, fraud, bribery, tax evasion, counterfeit trade, human exploitation, or prohibited activity.
4. PTE may disclose information where legally required or permitted under the Privacy Policy.

ARTICLE 72 - MEMBER ACCOUNTS AND SECURITY

1. The Member is responsible for Authorized Users and permissions.
2. Credentials must not be shared.
3. PTE may require multifactor authentication and transaction-specific approvals.
4. The Member must report unauthorized activity immediately.
5. PTE may suspend access to protect Accounts, Transactions, funds, trade credits, or data.

ARTICLE 73 - INTELLECTUAL PROPERTY

1. PTE retains ownership of its platform, branding, documentation, training, data structures, software, designs, and proprietary systems.
2. The Member receives a limited, nontransferable, revocable right to use the services during active membership.
3. The Member retains ownership of its lawful content but grants PTE the rights necessary to host, display, process, match, and administer it.
4. No reverse engineering, scraping, copying, sublicensing, or unauthorized commercialization is permitted.

ARTICLE 74 - CONFIDENTIALITY AND NON-CIRCUMVENTION

1. Confidential Information includes Members, counterparties, pricing, schedules, trade-credit information, transaction structures, software, documents, and nonpublic business information.
2. Members may use it only for authorized Exchange activity.
3. Members must not bypass PTE or avoid fees in relation to an Exchange introduction, schedule, match, or Transaction.
4. Genuine pre-existing relationships may be excluded upon reasonable evidence.
5. Confidentiality survives termination; trade secrets remain protected while legally qualifying.

ARTICLE 75 - PRIVACY AND DATA

1. Personal information is processed under the Privacy Policy.
2. Members must have lawful authority to provide information about owners, users, customers, suppliers, and transaction parties.
3. Members must protect personal and confidential information.
4. International processing and authorized service providers may be used subject to applicable safeguards.

ARTICLE 76 - WARRANTIES AND DISCLAIMERS

1. Each party warrants authority to enter this Agreement.
2. The Member warrants lawful business, accurate information, genuine Transactions, and compliance.
3. Services are provided subject to plan terms, third-party dependencies, technology, law, and reasonable maintenance.
4. PTE does not guarantee uninterrupted service, a match, a purchase, a sale, profit, solvency, product quality, counterparty performance, or Conversion.
5. Specific guarantees apply only when signed and clearly defined.

ARTICLE 77 - LIMITATION OF LIABILITY

1. To the maximum extent permitted by law, neither party is liable for indirect, special, punitive, or consequential damages, lost goodwill, or lost anticipated profits.
2. Unless the Order Form states otherwise, PTE's aggregate liability is limited to fees paid to PTE during the six months before the event giving rise to the claim.
3. Limits do not apply to fraud, willful misconduct, knowing data misuse, or liability that cannot lawfully be limited.
4. The Member remains liable for fees, payment obligations, fraud, infringement, confidentiality breach, unlawful conduct, and indemnification.

ARTICLE 78 - INDEMNIFICATION

The Member indemnifies PTE and authorized service providers against third-party claims arising from:

1. The Member's products or services;
2. False information or documents;
3. Fraud, sanctions, bribery, tax, export, import, privacy, or intellectual-property violations;
4. Counterfeit or stolen goods;
5. Unauthorized Account use;
6. Fee circumvention;
7. Transaction default; or
8. Breach of the incorporated documents.

ARTICLE 79 - SUSPENSION AND TERMINATION

PTE may suspend or terminate for:

1. Nonpayment;
2. Incomplete or false verification;
3. Fraud or prohibited activity;
4. Sanctions or legal risk;
5. Account compromise;
6. Repeated default;
7. Fee circumvention;
8. Material breach;
9. Provider or regulatory restrictions;
10. Insolvency materially affecting performance.

Termination does not erase accrued fees, confirmed Transactions, negative balances, refunds, taxes, confidentiality, records, liability, or dispute obligations.

ARTICLE 80 - MEMBER CANCELLATION AND REFUNDS

1. Cancellation rights and refunds are governed by the Part IV of this Agreement and Order Form.
2. Completed activation, customization, verification, subscription periods, Transactions, and third-party costs may be nonrefundable where properly disclosed and lawful.
3. Mandatory statutory rights remain unaffected.
4. Cancellation does not cancel completed Transactions or accrued fees.

ARTICLE 81 - RECORDS, ELECTRONIC COMMUNICATIONS, AND NOTICES

1. Electronic records and signatures are governed by the Electronic Communications Consent.
2. Notices may be sent to the Member Account or designated email.
3. Records may be retained for at least seven years after the relevant relationship or Transaction.
4. The Member must keep contact details current and retain important copies.

ARTICLE 82 - DISPUTE RESOLUTION

1. Parties must first attempt good-faith written negotiation.
2. Unless the Order Form states otherwise, disputes are resolved by binding AAA commercial arbitration seated in Los Angeles County, California.
3. Courts may grant urgent relief for fraud, unauthorized transfers, intellectual property, confidentiality, security, or preservation of evidence.
4. Proceedings are individual to the extent legally enforceable.
5. California law governs, subject to mandatory law.

ARTICLE 83 - GENERAL

1. This Agreement and incorporated documents are the entire membership contract.
2. Amendments must follow the stated process.
3. Assignment requires PTE approval.
4. Invalid provisions are limited only as necessary.
5. No waiver arises from delayed enforcement.
6. English is the controlling language unless expressly agreed otherwise.
7. Provisions intended by their nature to survive do survive.

APPENDICES AND OPERATING SCHEDULES

The following forms support implementation of this Agreement. The applicable completed and accepted version becomes part of the Member record.

APPENDIX A - BUYING SCHEDULE TEMPLATE

Category	Product Service /	Period	Capacity	Cash %	Trade Credit %	Legal Status	Evidence

APPENDIX B - SELLING SCHEDULE TEMPLATE

Category	Product Service /	Period	Capacity	Cash %	Trade Credit %	Legal Status	Evidence

APPENDIX C - MULTIPLIER PROGRESSION REVIEW

Member Legal Name: _____

Member Account: _____

Review Period: _____

Current Level: _____

Current Multiplier: _____

Qualifying Buying Value: _____

Qualifying Selling Value: _____

Fees Current: _____

Compliance Current: _____

Disputes Resolved: _____

Next-Level Decision: _____

Conditions / Reasons: _____

PTE Reviewer: _____

Review Date: _____

APPENDIX D - FEE AND TRADE CREDIT ACKNOWLEDGMENT

- ☐ The Member confirms the Membership Activation and subscription fees stated in the Order Form.
- ☐ The Member acknowledges the standard 3% Buying Transaction Fee.
- ☐ The Member acknowledges the standard 7% Selling Transaction Fee.
- ☐ The Member acknowledges the standard 10% Cash Conversion Fee.
- ☐ The Member understands these fees are separate.
- ☐ The Member understands Trade Credits are not Cash or bank deposits.
- ☐ The Member understands Cash Conversion is separate and conditional.

EXECUTION AND SIGNATURES

By signing or electronically accepting this Master Membership, Schedule and Trade Credit 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 has reviewed the Membership Order Form and this full Agreement.

The Member understands that every Member maintains both a Buying Schedule and a Selling Schedule.

The Member understands the Multiplier is a capacity and progression mechanism, not an automatic earnings multiplier.

The Member accepts the 3% Buying, 7% Selling, and 10% Conversion fee rules unless a different signed rate applies.

The Member understands that Trade Credits are contractual accounting units and that Conversion is separate and conditional.

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.