



PREMIER TRADE EXCHANGE LEGAL & COMPLIANCE CENTER

Complete Membership Legal Package + Transaction Readiness Policies

Updated consolidated PDF edition containing the thirteen-document membership legal package and two standalone transaction readiness policies, including the mandatory 40-client contractual threshold.

DOCUMENT VERSION	2.1
EFFECTIVE DATE	July 16, 2026
ISSUED BY	The RH Group LLC d/b/a Premier Trade Exchange
PACKAGE CONTENTS	15 standalone documents

Business Address

633 West Fifth Street, 26th and 28th Floors, Downtown Los Angeles, California 90071, United States.

Package Index and Review Notice

PACKAGE CONTENTS

No.	Document Title
01	Trade Credit, Cash Settlement and Conversion Terms
02	Membership Agreement
03	Marketplace and Transaction Rules
04	Buying Schedule and Selling Schedule Agreement
05	Membership Fees, Transaction Fees, Conversion Fees and Refund Policy
06	Member Verification, KYC, Sanctions and Compliance Agreement
07	Acceptable Use and Prohibited Transactions Policy
08	Member Earnings, Transaction Results and Trade Credit Disclosure
09	Privacy Policy
10	Cookie Policy and Cookie Consent Notice
11	Electronic Communications, Records and Signature Consent
12	Master Transaction Agreement
13	Transaction Confirmation and Settlement Authorization Form
R01	Account Transaction Readiness Policy
R02	Exchange Transaction Readiness Policy - Version 1.1

CONSOLIDATION NOTE

This edition preserves the existing thirteen-document membership legal package and the standalone Account Transaction Readiness Policy. It updates the Exchange Transaction Readiness Policy to version 1.1 by making at least 40 distinct recruited and approved clients with executed contracts for active transactions a mandatory commercial-readiness threshold.

ATTORNEY REVIEW REQUIRED

Before execution or public deployment, qualified counsel should review and localize the package for governing law, arbitration, tax and barter reporting, privacy, cookies, electronic signatures, sanctions, verification and compliance, export controls, regulated products, payments, licensing, and jurisdiction-specific requirements.

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 01

TRADE CREDIT, CASH SETTLEMENT AND CONVERSION TERMS

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

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ATTORNEY-REVIEW NOTICE

This document is a comprehensive business contract template prepared for operational use. It is not legal advice and should be reviewed, localized, and approved by qualified counsel before execution or public deployment in each applicable jurisdiction.

IMPORTANT NOTICE

Trade credits are contractual accounting units recorded in the Premier Trade Exchange ledger. They are not legal tender, bank deposits, insured funds, securities, cryptocurrency, interest-bearing instruments, or guaranteed cash equivalents. Transactions may be settled in Cash, trade credits, or a combination of both. Eligible trade credits may be converted to Cash only through an approved mechanism and subject to verification, available liquidity, applicable law, provider requirements, and a 10% Conversion Transaction Fee unless a different signed rate applies.

ARTICLE 1 - SCOPE AND INCORPORATION

- 1 These Terms 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 2 - 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 3 - 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 4 - 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 5 - 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 6 - 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 7 - 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 8 - 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 9 - 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 10 - 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 11 - 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 Fee and Refund Policy.

ARTICLE 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - 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.

MEMBER ACKNOWLEDGMENT

The Member acknowledges that trade credits are contractual accounting units, not Cash; Conversion is separate and conditional; the standard Conversion Transaction Fee is 10%; and no allocation or balance guarantees a Cash result.

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

Signature: _____ **Date:** _____



PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 02

MEMBERSHIP AGREEMENT

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

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IMPORTANT MEMBERSHIP NOTICE

Premier Trade Exchange is a paid business-to-business platform. Membership provides contracted services, Marketplace access, verification, schedules, transaction administration, Trade Credit facilities, and other benefits stated in the Membership Order Form. Membership does not by itself guarantee completed purchases, completed sales, revenue, profit, Cash Conversion, or a specific financial result.

ARTICLE 1 - PARTIES

This Membership 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 2 - 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 3 - 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 4 - 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 5 - 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.

ARTICLE 6 - BUYING AND SELLING SCHEDULES

- 1 Schedules define planned or committed activity, categories, values, periods, settlement mix, and legal status.
- 2 A Schedule may be an estimate, approved capacity, transaction authorization, conditional commitment, or binding obligation.
- 3 Only qualifying Completed Transactions count toward performance.
- 4 PTE may adjust capacity or progression based on verified performance, risk, disputes, default, or plan rules.
- 5 The current model is universal paid activation; no separate Buy First or Sell First membership path applies unless a later signed program states otherwise.

ARTICLE 7 - MULTIPLIER AND PROGRESSION

- 1 The Multiplier is a contractual capacity and progression tool, not an automatic earnings multiplier.
- 2 Progression may depend on activation, verification, signed schedules, completed obligations, timely payment, delivery, acceptance, fees, compliance, and performance scoring.
- 3 A maximum level is not automatically earned.
- 4 PTE may freeze or reduce prospective capacity after default, unresolved disputes, fraud, or risk.
- 5 No "100X" term guarantees a 100-fold Cash or investment return unless a specific signed guarantee clearly states the obligor, conditions, measurement, period, exclusions, and remedy.

ARTICLE 8 - TRADE CREDITS

- 1 Trade credits are contractual accounting units governed by the Trade Credit Terms.
- 2 They are not legal tender, deposits, securities, cryptocurrency, or guaranteed Cash.

- 3 PTE alone controls issuance and ledger administration.
- 4 Use, transfer, restriction, reversal, and Conversion are subject to the incorporated documents.
- 5 Cash Conversion is separate and ordinarily subject to a 10% Conversion Transaction Fee.

ARTICLE 9 - FEES

Unless a different signed rate applies:

- 1 Membership activation and recurring fees are stated in the Order Form;
- 2 Sellers pay 7% of the applicable Fee Base for qualifying Completed Selling Transactions;
- 3 Buyers pay 3% of the applicable Fee Base for qualifying Completed Buying Transactions;
- 4 Approved Cash Conversion carries a 10% fee on the Gross Approved Conversion Amount;
- 5 Bank, escrow, tax, foreign-exchange, shipping, inspection, and provider charges are separate;
- 6 Fees may be invoiced, deducted, collected through escrow, set off, or debited where expressly permitted.

ARTICLE 10 - 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 Master Transaction 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - 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 19 - 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 20 - MEMBER CANCELLATION AND REFUNDS

- 1 Cancellation rights and refunds are governed by the Fee and Refund Policy 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 21 - 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 22 - 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 23 - 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.

SIGNATURES

Premier Trade Exchange Authorized Signatory: _____ **Title:** _____
_____ **Date:** _____

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

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 03

MARKETPLACE AND TRANSACTION RULES

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

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ARTICLE 1 - PURPOSE AND APPLICATION

These Rules 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 2 - 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 3 - 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 4 - 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 5 - 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 6 - 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 7 - 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 Master Transaction Agreement unless expressly incorporated.
- 5 PTE may require a Transaction Confirmation before performance.

ARTICLE 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - 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 Master Transaction Agreement.

ARTICLE 19 - 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 20 - 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 21 - 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 22 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 23 - 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.

MEMBER ACKNOWLEDGMENT

The Member acknowledges that Listings and matches are not completed Transactions; every Transaction requires an accepted Transaction Confirmation; all Members must comply with the Marketplace rules and fees; and PTE may monitor and enforce these Rules.

Member: _____ **Authorized Signatory:** _____

Signature: _____ **Date:** _____

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 04

BUYING SCHEDULE AND SELLING SCHEDULE AGREEMENT

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

This document is a comprehensive business contract template prepared for operational use. It is not legal advice and should be reviewed, localized, and approved by qualified counsel before execution or public deployment in each applicable jurisdiction.

IMPORTANT SCHEDULE NOTICE

Every Member maintains both a Buying Schedule and a Selling Schedule. The current membership model uses universal paid activation followed by verified multiplier-based progression. A Schedule can be an estimate, approved capacity, transaction authorization, conditional commitment, or binding obligation. Its legal status must be expressly identified.

ARTICLE 1 - 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 2 - 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 3 - 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 4 - 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 5 - 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 6 - 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 7 - 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 8 - MULTIPLIER PROGRESSION

- 1 The Multiplier governs prospective capacity and service access, not automatic earnings.
- 2 Progression may require:
 - 1 Active paid membership;
 - 1 Completed verification;
 - 1 Signed Buying and Selling Schedules;
 - 1 Completed obligations;
 - 1 Timely payment and delivery;
 - 1 Acceptance;
 - 1 Payment of fees;
 - 1 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 9 - 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 10 - 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - DISPUTES

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

ARTICLE 19 - SIGNATURES

PTE Authorized Representative: _____ Signature: _____ Date: _____

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

SCHEDULE A - BUYING SCHEDULE TEMPLATE

Category	Product/service	Period	Capacity	Cash %	Trade Credit %	Legal status	Evidence

SCHEDULE B - SELLING SCHEDULE TEMPLATE

Category	Product/service	Period	Capacity	Cash %	Trade Credit %	Legal status	Evidence

SCHEDULE C - PROGRESSION REVIEW

Current Level: ____ **Current Multiplier:** ____ **Qualifying Buying Value:** ____ **Qualifying Selling Value:** ____ **Fees Current:** ☐ **Compliance Current:** ☐ **Disputes Resolved:** ☐ **Next-Level Decision:**
Approved / Conditional / Deferred / Rejected

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 05

MEMBERSHIP FEES, TRANSACTION FEES, CONVERSION FEES AND REFUND POLICY

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

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IMPORTANT FEE NOTICE

The applicable Membership Order Form states the Member's activation and subscription fees. Unless another signed rate applies, qualifying Completed Selling Transactions are charged 7%, qualifying Completed Buying Transactions are charged 3%, and approved Cash Conversion is charged 10% of the Gross Approved Conversion Amount. These fees are separate.

ARTICLE 1 - SCOPE

This Policy 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 2 - 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 3 - 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 4 - 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 5 - 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 6 - 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 7 - 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 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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.

ARTICLE 24 - ACKNOWLEDGMENT

The Member acknowledges the standard 3%, 7%, and 10% rates; separate Third-Party Charges and taxes; the difference between gross and net amounts; and the refund limitations stated here.

Member: _____ **Authorized Signatory:**

Signature: _____ **Date:**

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 06

MEMBER VERIFICATION, KYC, SANCTIONS AND COMPLIANCE AGREEMENT

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

This document is a comprehensive business contract template prepared for operational use. It is not legal advice and should be reviewed, localized, and approved by qualified counsel before execution or public deployment in each applicable jurisdiction.

IMPORTANT COMPLIANCE NOTICE

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

ARTICLE 1 - PURPOSE AND SCOPE

This Agreement governs:

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

ARTICLE 2 - MEMBER INFORMATION

The Member must provide accurate and current:

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

ARTICLE 3 - INDIVIDUAL VERIFICATION

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

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

5 Government, registry, provider, and public records.

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

ARTICLE 4 - BENEFICIAL OWNERSHIP

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

ARTICLE 5 - AUTHORITY

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

ARTICLE 6 - BUSINESS PURPOSE AND CAPACITY

PTE may review:

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

Verification is not a guarantee of solvency or performance.

ARTICLE 7 - SOURCE OF FUNDS, VALUE, AND WEALTH

PTE may require evidence concerning:

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

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

ARTICLE 8 - THIRD-PARTY PAYMENTS

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

ARTICLE 9 - SANCTIONS

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

ARTICLE 10 - POLITICALLY EXPOSED PERSONS

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

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

Members must not use PTE to:

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

ARTICLE 12 - PRODUCT AND TRADE COMPLIANCE

Members are responsible for:

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

ARTICLE 13 - MONITORING

PTE may use automated and manual review of:

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

Monitoring reduces risk but does not guarantee detection.

ARTICLE 14 - ENHANCED DUE DILIGENCE

EDD may include:

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

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

ARTICLE 15 - ONGOING REVIEW

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

ARTICLE 16 - HOLDS, RESTRICTIONS, AND TERMINATION

PTE may place reasonable holds or impose limits on:

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

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

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

ARTICLE 17 - DISCLOSURE AND REPORTING

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

ARTICLE 18 - PRIVACY, SECURITY, AND RECORDS

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

ARTICLE 19 - MEMBER WARRANTIES

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

ARTICLE 20 - LIABILITY, INDEMNITY, AND DISPUTES

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

SIGNATURES

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

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 07

ACCEPTABLE USE AND PROHIBITED TRANSACTIONS POLICY

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

This document is a comprehensive business contract template prepared for operational use. It is not legal advice and should be reviewed, localized, and approved by qualified counsel before execution or public deployment in each applicable jurisdiction.

IMPORTANT ACCEPTABLE-USE NOTICE

PTE may be used only for genuine, lawful business-to-business activity. Illegal goods, sham Transactions, fraud, money laundering, terrorist financing, sanctions evasion, bribery, tax evasion, human exploitation, counterfeit trade, Trade Credit manipulation, unauthorized financial activity, fee circumvention, and technology abuse are prohibited.

ARTICLE 1 - 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 2 - 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 3 - 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 4 - 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 5 - 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 6 - 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 7 - 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 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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.

MEMBER ACKNOWLEDGMENT

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

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 08

MEMBER EARNINGS, TRANSACTION RESULTS AND TRADE CREDIT DISCLOSURE

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

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IMPORTANT FINANCIAL RESULTS DISCLOSURE

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

ARTICLE 1 - SCOPE

This Disclosure controls claims concerning:

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

ARTICLE 2 - CORE DISCLOSURES

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

ARTICLE 3 - CAPACITY VERSUS RESULTS

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

ARTICLE 4 - MULTIPLIER AND 100X

- 1 A Multiplier governs prospective capacity, service access, progression, Trade Credit allocation, or another defined plan benefit.
- 2 It is not an automatic Cash, revenue, profit, or investment multiplier.
- 3 "Up to" states a maximum and requires progression conditions.
- 4 A 100X claim must define what is multiplied, the starting point, maximum, period, conditions, fees, settlement type, whether it is capacity or completed performance, and any remedy.

- 5 "Earn 100X" or similar language must not be used without exact, prominent definition and substantiation.
- 6 Unless a definitive signed guarantee states otherwise, 100X does not mean 100 times the fee in Cash or profit.

ARTICLE 5 - BUYING AND SELLING RESULTS

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

ARTICLE 6 - CASH AND TRADE CREDIT COMPONENTS

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

ARTICLE 7 - CASH CONVERSION

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

ARTICLE 8 - FEES AND NET RESULTS

Unless a different signed rate applies:

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

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

ARTICLE 9 - BUYER, CUSTOMER, AND GUARANTEE CLAIMS

- 1 Access, matching, leads, Listings, and available Buyers are not completed sales or binding purchases.
- 2 A "guaranteed Buyer," "guaranteed customer," "guaranteed sales," or "contract-guaranteed revenue" claim requires a definitive agreement identifying the obligor, beneficiary, product, volume, price or formula, period, conditions, exclusions, settlement, and remedy.

- 3 PTE does not guarantee a third party merely by verifying, listing, introducing, or administering it.
- 4 Informal email, advertisement, oral statement, testimonial, or presentation cannot create a guarantee.

ARTICLE 10 - PROJECTIONS

A projection must:

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

ARTICLE 11 - HISTORICAL AND TYPICAL RESULTS

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

ARTICLE 12 - SUBSTANTIATION

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

ARTICLE 13 - TESTIMONIALS AND CASE STUDIES

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

ARTICLE 14 - ADVERTISING AND DISCLOSURE PLACEMENT

- 1 The overall impression must be truthful.

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

ARTICLE 15 - MATERIAL RISKS

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

ARTICLE 16 - NO INVESTMENT REPRESENTATION

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

ARTICLE 17 - CORRECTION AND RECORDKEEPING

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

ARTICLE 18 - ACKNOWLEDGMENT

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

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



PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 09

PRIVACY POLICY

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

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IMPORTANT PRIVACY NOTICE

This Policy explains how PTE collects, uses, discloses, protects, transfers, retains, and responds to rights concerning Personal Information used for applications, membership, verification, Accounts, Marketplace activity, Transactions, Trade Credits, settlement, Cash Conversion, support, marketing, security, and legal compliance.

ARTICLE 1 - RESPONSIBLE ORGANIZATION

The responsible organization is The RH Group LLC d/b/a Premier Trade Exchange. Privacy requests may be sent to **info@wtebiz.com** with the subject "Privacy Request."

ARTICLE 2 - SCOPE AND ROLES

- 1 This Policy covers applicants, Members, owners, directors, officers, Authorized Users, employees, counterparties, beneficiaries, website visitors, marketing contacts, vendors, and other identifiable persons.
- 2 PTE ordinarily acts as controller or responsible business for membership and platform purposes.
- 3 PTE may act as processor or service provider where it processes information solely under documented Member instructions.
- 4 Members must have lawful authority to supply information about other persons.
- 5 Independent banks, escrow providers, payment processors, authorities, and external websites maintain their own privacy practices.

ARTICLE 3 - INFORMATION COLLECTED

PTE may collect:

- 1 Business and contact data;
- 2 Names, birth dates, nationality, residential and business addresses;
- 3 Government ID and tax identifiers;
- 4 Entity, registration, licensing, ownership, control, and authority records;
- 5 Account credentials, permissions, activity, and security logs;
- 6 Bank, payment, escrow, Source-of-Funds, financial, invoice, refund, and chargeback data;
- 7 Trade Credit balances, allocations, transfers, holds, reversals, and Conversion data;
- 8 Buying and Selling Schedules, Listings, matches, negotiations, Orders, delivery, acceptance, disputes, and Transaction data;
- 9 Sanctions, PEP, adverse-media, compliance, product, export, import, tax, and fraud records;
- 10 Emails, tickets, forms, feedback, testimonials, and other communications;
- 11 IP address, device, browser, cookies, pages, links, approximate location, and technical logs;
- 12 Marketing preferences and engagement;
- 13 Images, signatures, video verification, product and delivery photographs;
- 14 Inferences concerning risk, preferences, matching, security, and service needs.

ARTICLE 4 - SOURCES

Information may come from:

- 1 The individual;
- 2 A Member, employer, owner, or representative;
- 3 A Buyer, Seller, beneficiary, or other Transaction party;
- 4 Identity, sanctions, fraud, bank, payment, escrow, shipping, analytics, advertising, security, tax, and other authorized providers;
- 5 Government, corporate, court, regulatory, professional, public, and news sources;
- 6 Cookies, logs, tags, pixels, local storage, and similar technologies.

ARTICLE 5 - PURPOSES

PTE may process information to:

- 1 Review, approve, activate, administer, renew, suspend, and terminate membership;
- 2 Verify identity, entity, ownership, authority, capacity, sanctions, PEP, Source of Funds, and compliance;
- 3 Operate Accounts, Marketplace, matching, Schedules, Transactions, Trade Credit ledger, payments, escrow, fees, refunds, and Cash Conversion;
- 4 Provide support, security alerts, training, notices, and dispute administration;
- 5 Prevent fraud, account takeover, payment diversion, sanctions evasion, Trade Credit manipulation, and cybercrime;
- 6 Meet tax, accounting, sanctions, legal-process, regulatory, record, and contractual obligations;
- 7 Improve, test, analyze, secure, and develop services;
- 8 Conduct lawful business-to-business marketing, referral, advertising, event, survey, and testimonial activity;
- 9 Support financing, investment, merger, sale, restructuring, or other corporate transactions subject to safeguards.

ARTICLE 6 - LEGAL BASES

Where required, processing may rely on:

- 1 Contract and pre-contract steps;
- 2 Legal obligation;
- 3 Legitimate interests, balanced against rights;
- 4 Consent;
- 5 Legal claims, fraud prevention, safety, or recognized public interests.

Consent may be withdrawn prospectively, but other lawful bases and retention duties may continue.

ARTICLE 7 - SENSITIVE PERSONAL INFORMATION

PTE may process government IDs, credentials, financial-account information, citizenship, residency, biometric identity checks where used, sanctions and PEP information, criminal-allegation information where lawful, precise location where specifically requested, and private communications. Such information is used only for requested services, verification, security, payments, compliance, fraud prevention, legal obligations, or claims. PTE does not intend to infer unrelated sensitive traits for advertising.

ARTICLE 8 - AUTOMATED PROCESSING

Automated tools may assist identity verification, fraud and sanctions screening, transaction monitoring, Account security, risk scoring, matching, recommendations, and advertising measurement. Human review may be used for materially significant decisions where required or appropriate. Eligible individuals may request information, correction, or human review under applicable law.

ARTICLE 9 - DISCLOSURES

PTE may disclose information to:

- 1 Personnel and authorized representatives;
- 2 Buyers, Sellers, and counterparties to the extent necessary for a Transaction;
- 3 Hosting, technology, identity, compliance, security, analytics, advertising, communications, payment, banking, escrow, tax, signature, support, and other authorized service providers;
- 4 Attorneys, accountants, auditors, insurers, and advisers;
- 5 Courts, regulators, law enforcement, tax, customs, sanctions, and other authorities;
- 6 Corporate transaction participants;
- 7 Persons directed or authorized by the individual.

Confidential verification documents are not ordinarily shared with another Member unless authorized, necessary, safeguarded, or legally required.

ARTICLE 10 - SALE, SHARING, AND TARGETED ADVERTISING

- 1 PTE does not intend to sell Personal Information for monetary payment.
- 2 Certain advertising and analytics disclosures may be treated as sale, sharing, targeted advertising, or cross-context behavioral advertising under applicable law.
- 3 Eligible individuals may opt out through Cookie Settings, a "Do Not Sell or Share" mechanism where applicable, a recognized preference signal such as GPC, or the Privacy Office.
- 4 PTE does not knowingly sell or share children's information for such advertising.

ARTICLE 11 - COOKIES

Cookies and similar technologies support essential functions, security, preferences, analytics, content, and advertising. Nonessential technologies are controlled as described in the Cookie Policy. Users may manage preferences through the available controls and browser settings.

ARTICLE 12 - MARKETING

- 1 Essential service, security, Transaction, payment, policy, and legal messages cannot always be stopped while the relevant relationship remains active.
- 2 Promotional communications may be declined using unsubscribe or the Privacy Office.
- 3 Business representatives may be contacted using lawfully obtained professional contact information where permitted.

ARTICLE 13 - INTERNATIONAL TRANSFERS

Information may be processed internationally. Where required, PTE may use adequacy decisions, standard contractual clauses, data-transfer agreements, consent, contract necessity, legal claims, or other recognized mechanisms and supplementary safeguards.

ARTICLE 14 - RETENTION

Unless a longer period is required or justified:

- 1 Membership, Account, verification, ownership, Transaction, Trade Credit, Conversion, financial, tax, compliance, and dispute records may be retained for at least seven years after the relevant relationship or event;
- 2 Security logs are retained as reasonably necessary;
- 3 Marketing data is retained until opt-out, withdrawal, obsolescence, or end of lawful purpose;
- 4 Privacy-request and legal-hold records are retained to demonstrate compliance and preserve rights.

Information may be deleted, destroyed, anonymized, aggregated, or restricted when no longer needed. Secure backups may persist temporarily.

ARTICLE 15 - SECURITY

PTE uses commercially reasonable safeguards, which may include access control, authentication, multifactor authentication, encryption, logging, monitoring, firewalls, backups, incident response, provider due diligence, confidentiality, training, and minimization. No system is completely secure. Members must protect credentials, devices, documents, payment instructions, and Account access.

ARTICLE 16 - ACCURACY

Members must keep contact, ownership, authority, bank, tax, licensing, and business information accurate. PTE may preserve accurate historical records rather than delete prior information from completed Transaction or compliance records.

ARTICLE 17 - PRIVACY RIGHTS

Depending on jurisdiction, individuals may have rights to:

- 1 Information and access;
- 2 Correction;
- 3 Deletion;
- 4 Restriction;
- 5 Objection;
- 6 Portability;
- 7 Withdrawal of consent;
- 8 Marketing opt-out;
- 9 Opt out of sale, sharing, targeted advertising, or certain profiling;
- 10 Limit certain sensitive-information use;
- 11 Human review of certain automated decisions;
- 12 Non-discrimination;
- 13 Complain to a regulator.

Rights are subject to identity verification, exceptions, legal obligations, other persons' rights, privilege, security, fraud prevention, and record integrity.

ARTICLE 18 - REQUEST PROCESS

Requests should include name, company, email, Account reference, relationship, jurisdiction, request type, relevant data or period, and preferred response method. PTE may verify identity and authority. Authorized agents may need written authorization or power of attorney. PTE responds within applicable legal periods and may charge or refuse only where law permits for manifestly unfounded, excessive, repetitive, or disproportionate requests.

ARTICLE 19 - CALIFORNIA

Where the CCPA applies, California residents may have rights to know, access, correct, delete, opt out of sale or sharing, limit certain Sensitive Personal Information use, and receive nondiscriminatory treatment. Categories may include identifiers, customer records, commercial data, Internet activity, approximate geolocation, visual data, professional data, inferences, and Sensitive Personal Information.

ARTICLE 20 - EEA AND UNITED KINGDOM

Where GDPR or UK GDPR applies, PTE processes under contract, legal obligation, legitimate interests, consent, legal claims, and other recognized grounds. Eligible individuals may exercise access, correction, deletion, restriction, objection, portability, consent withdrawal, automated-decision, and supervisory-authority complaint rights.

ARTICLE 21 - SINGAPORE

Where Singapore's PDPA applies, PTE follows applicable notification, consent, purpose limitation, access, correction, protection, retention, transfer limitation, accountability, and breach-notification requirements.

ARTICLE 22 - CHILDREN

PTE is an adult business service and is not directed to children. Users must ordinarily be at least 18 or the applicable legal contracting age. PTE does not knowingly collect online information directly from children under 13 for membership.

ARTICLE 23 - DEIDENTIFIED INFORMATION

PTE may create and use deidentified or aggregated information for analytics, security, fraud prevention, statistics, research, development, and reporting, and will not attempt reidentification except where legally permitted for testing or security.

ARTICLE 24 - THIRD-PARTY LINKS

External providers and websites maintain independent privacy policies. A link or integration is not a privacy guarantee.

ARTICLE 25 - LEGAL PROCESS AND COMPLAINTS

PTE may preserve or disclose information in response to valid legal process and may withhold notice where prohibited or harmful. Privacy complaints may be sent to **info@wtebiz.com**. PTE will not unlawfully retaliate for good-faith rights requests or complaints.

ARTICLE 26 - CHANGES AND CONTACT

Material changes may be communicated by email, Account notice, website notice, consent request, or updated policy. Contact:

Premier Trade Exchange Privacy Office Email: info@wtebiz.com

MEMBER ACKNOWLEDGMENT

The Member acknowledges the collection, international processing, authorized-provider disclosure, retention, security, and rights framework described above.

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

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 10

COOKIE POLICY AND COOKIE CONSENT NOTICE

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

This document is a comprehensive business contract template prepared for operational use. It is not legal advice and should be reviewed, localized, and approved by qualified counsel before execution or public deployment in each applicable jurisdiction.

IMPORTANT COOKIE NOTICE

PTE uses Cookies and similar technologies to operate and secure its websites and Member platform, remember preferences, measure performance, provide embedded content, and support advertising. Strictly Necessary technologies remain active. Optional technologies are controlled through consent or applicable opt-out mechanisms.

ARTICLE 1 - SCOPE

This Policy applies to PTE websites, applications, membership pages, dashboards, Marketplace pages, Transaction pages, Trade Credit and Cash Conversion pages, support systems, training portals, forms, and marketing landing pages.

ARTICLE 2 - DEFINITIONS

"Cookie" means a small data file stored or accessed through a browser or device. "Similar Technologies" include pixels, tags, local storage, SDKs, device identifiers, tracking links, server-side identifiers, and email pixels. "Essential Technologies" are necessary for requested services, security, authentication, sessions, fraud prevention, forms, traffic routing, or privacy choices. "Optional Technologies" include certain functional, analytics, advertising, social-media, personalization, and attribution tools. "GPC" means a supported Global Privacy Control signal.

ARTICLE 3 - CATEGORIES**Strictly Necessary and Security - Always Active**

Used for:

- 1 Website and platform operation;
- 2 Authentication and sessions;
- 3 Security, fraud prevention, and load balancing;
- 4 Form and payment-session continuity;
- 5 Consent and privacy-choice records;
- 6 Error recovery and requested services.

Functional and Preference - Default Off Where Consent Is Required

Used for language, region, layout, dashboard settings, saved filters, accessibility, and optional convenience.

Analytics and Performance - Default Off Where Consent Is Required

Used for visits, navigation, session duration, errors, loading performance, feature adoption, devices, referrals, form completion, and service improvement.

Advertising and Targeting - Default Off

Used for campaign attribution, conversion measurement, frequency control, audience creation, retargeting, personalization, and advertising effectiveness. Depending on law, these disclosures may constitute sale, sharing, targeted advertising, or cross-context behavioral advertising.

Social Media and Embedded Content - Default Off

Used for external videos, maps, widgets, sharing tools, and other embedded content that may collect browser, device, and interaction data.

ARTICLE 4 - CONSENT

Where consent is required:

- 1 Optional technologies remain blocked before affirmative choice;
- 2 Optional toggles are off by default;
- 3 Silence, scrolling, continued browsing, closing the banner, or inactivity is not consent;
- 4 The user can accept all, reject all optional, or manage categories;
- 5 Rejecting must be as easy as accepting;
- 6 Core service access is not conditioned on optional tracking;
- 7 Withdrawal must be as easy as consent.

ARTICLE 5 - FIRST-LAYER BANNER

The banner must provide comparably prominent:

- 1 **Accept All**
- 2 **Reject Non-Essential**
- 3 **Manage Preferences**

It must link to this Policy and the Privacy Policy and must not use deceptive color, hierarchy, double negatives, hidden rejection, or unnecessary rejection steps.

ARTICLE 6 - PREFERENCE CENTRE

A persistent **Cookie Settings** link must allow users to:

- 1 Review categories and purposes;
- 2 See Essential status;
- 3 Accept all or reject all optional;
- 4 Select individual categories;
- 5 Save preferences;
- 6 Withdraw consent;
- 7 View available provider and duration information;
- 8 Access sale, sharing, and targeted-advertising opt-outs where applicable.

ARTICLE 7 - CONSENT RECORDS

PTE may retain:

- 1 Consent identifier;
- 2 Date and time;
- 3 Banner, policy, and preference-centre version;
- 4 Categories accepted or rejected;
- 5 Withdrawal date;
- 6 Region and limited device or browser information;
- 7 Evidence of the interface shown.

A refusal record may be stored as Essential so the choice is respected. Consent may be renewed approximately every six months or sooner after material changes, a new browser, deletion of the choice record, or legal requirement.

ARTICLE 8 - COOKIE INVENTORY

PTE must maintain a technically verified inventory identifying:

- 1 Name;
- 2 Provider and domain;
- 3 Purpose and category;
- 4 First- or third-party status;
- 5 Session or persistent status;
- 6 Duration;
- 7 Information processed;
- 8 Consent basis;
- 9 Region;
- 10 Last verification date.

The inventory must be based on scanning, source-code, tag-manager, plugin, network-request, embed, and logged-in-page review. No provider should be listed merely because it is commonly used.

ARTICLE 9 - THIRD-PARTY PROVIDERS

- 1 Third parties may support hosting, security, identity, analytics, media, maps, chat, signatures, payments, advertising, email, and other functions.
- 2 PTE evaluates purpose, data, retention, security, transfers, contract, consent, and opt-out implications.
- 3 Confidential backend providers need not be publicly identified unless their technology directly interacts with the user's browser, independently receives Personal Information, or identification is legally or materially required.
- 4 Optional embedded content may remain blocked until consent.

ARTICLE 10 - ANALYTICS AND ADVERTISING

- 1 Optional analytics must remain blocked where prior consent is required.
- 2 Privacy-enhancing configurations may include minimization, shorter retention, IP reduction, restricted advertising features, limited identifiers, and access controls.
- 3 Advertising technologies must remain disabled before required consent.
- 4 Users may opt out of covered sale, sharing, or targeted advertising through Cookie Settings, a "Do Not Sell or Share" link, GPC, or the Privacy Office.

ARTICLE 11 - GPC AND BROWSER SIGNALS

- 1 PTE will honor valid GPC or other recognized opt-out signals where applicable.
- 2 The signal may apply to the browser, device, pseudonymous profile, and logged-in Account where required and technically feasible.
- 3 Core services will not be improperly degraded because a user sends a valid signal.
- 4 Do Not Track is not governed by a single universal standard; PTE responds to legally recognized signals.

ARTICLE 12 - REGIONAL OPERATION

- 1 Consent-required regions receive prior blocking, category choices, records, and withdrawal.
- 2 Opt-out regions receive sale, sharing, targeted-advertising, and profiling controls.
- 3 Where location is uncertain, PTE may apply the more privacy-protective configuration.
- 4 Approximate region may be used; precise location is not required solely for the banner.

ARTICLE 13 - EMAIL PIXELS

Email technologies may measure delivery, opening, links, devices, and campaigns. Service-email measurement may support security and delivery; promotional measurement remains subject to applicable consent, Cookie, and marketing rules. Blocking remote images may limit measurement.

ARTICLE 14 - MEMBER ACCOUNT TECHNOLOGIES

Essential technologies may recognize authenticated users, secure sessions, apply permissions, detect fraud, and protect bank changes, Trade Credit transfers, Conversion, password resets, and other high-risk actions.

ARTICLE 15 - RETENTION AND INTERNATIONAL PROCESSING

Cookie duration varies by purpose and is stated in the inventory. Derived data may be retained separately under the Privacy Policy. International processing uses applicable contractual, adequacy, consent, or other lawful safeguards.

ARTICLE 16 - BROWSER CONTROLS

Browsers and devices may allow viewing, deletion, blocking, third-party restrictions, storage clearing, advertising controls, and privacy signals. Blocking all Cookies may interfere with login, forms, security, Transactions, and payment sessions. Cookie Settings are recommended to reject optional technologies while preserving core functions.

ARTICLE 17 - SECURITY, CHILDREN, AND RIGHTS

- 1 PTE applies reasonable safeguards but cannot guarantee absolute security.
- 2 PTE is an adult business service and does not intentionally track children for targeted advertising.
- 3 Depending on law, users may accept or reject optional technologies, withdraw consent, opt out of sale, sharing, and targeted advertising, use preference signals, access or delete Cookie-derived Personal Information, and complain to a regulator.

ARTICLE 18 - REQUESTS AND CHANGES

Cookie requests may be sent to **info@wtebiz.com** with subject "Cookie Privacy Request." PTE may update this Policy for technology, providers, law, security, analytics, advertising, and operational changes. A new choice will be requested where required.

SCHEDULE A - BANNER TEXT

Your Privacy Choices

Premier Trade Exchange uses essential Cookies to operate and secure this website. With your permission, we also use optional Cookies for preferences, analytics, embedded content, and advertising.

Select **Accept All**, **Reject Non-Essential**, or **Manage Preferences**. You can change your choice at any time through **Cookie Settings**.

SCHEDULE B - PREFERENCE CENTRE

- 1 Strictly Necessary and Security - Always Active
- 1 Functional and Preference - Off by Default
- 1 Analytics and Performance - Off by Default
- 1 Advertising and Targeting - Off by Default
- 1 Social Media and Embedded Content - Off by Default

Buttons:

- 1 Accept All
- 1 Reject All Optional
- 1 Save My Preferences

SCHEDULE C - INVENTORY TEMPLATE

Technology	Provider	Domain	Purpose	Category	First/third party	Duration	Data	Consent	Last verified
To be technically verified									

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 11

ELECTRONIC COMMUNICATIONS, RECORDS AND SIGNATURE CONSENT

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

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IMPORTANT ELECTRONIC CONSENT NOTICE

By accepting this Consent, the Member agrees that PTE may provide, execute, obtain, maintain, and rely on electronic agreements, disclosures, notices, applications, Order Forms, Schedules, Listings, Orders, Transaction Confirmations, settlement instructions, Trade Credit instructions, Conversion documents, invoices, statements, compliance requests, policy updates, authorizations, amendments, disputes, signatures, and other records.

ARTICLE 1 - AGREEMENT TO TRANSACT ELECTRONICALLY

- 1 The Member affirmatively agrees to conduct the PTE relationship electronically.
- 2 The Consent covers applications, activation, renewals, Accounts, verification, Schedules, Marketplace, Transactions, Cash, Trade Credits, Conversion, fees, statements, notices, disputes, suspension, and termination.
- 3 Additional approval may be required for a specific Transaction or high-risk action.
- 4 Electronic form changes delivery and execution method, not substantive rights.

ARTICLE 2 - RECORDS AND DELIVERY METHODS

PTE may deliver records through:

- 1 Email or email links;
- 2 Member Account and dashboard;
- 3 Secure document centre;
- 4 Support ticket;
- 5 Signature, payment, or escrow platform;
- 6 Downloadable PDF, HTML, text, spreadsheet, image, or structured form;
- 7 Website or in-platform notice.

Required written records will be made reasonably viewable, downloadable, savable, or printable where applicable.

ARTICLE 3 - TECHNICAL REQUIREMENTS

The Member must have:

- 1 Internet-capable device;
- 2 Supported browser;
- 3 Valid email;
- 4 PDF capability;
- 5 Storage and download capability;
- 6 Ability to print or obtain a print;
- 7 Telephone or authentication device where required;
- 8 Appropriate business security controls.

Material technical changes affecting access may require notice, alternative format, or renewed consent where legally required.

ARTICLE 4 - ELECTRONIC SIGNATURE METHODS

Permitted methods include:

- 1 "I Agree," "Accept," or signature checkbox;
- 2 Typed or drawn name;
- 3 Signature image;
- 4 Digital certificate or electronic seal;
- 5 Signing service;
- 6 One-time code or multifactor authentication;
- 7 Authenticated Account approval;
- 8 Approved email confirmation;
- 9 Another intentional electronic action.

The interface should identify the document, action, signer, bound party, intent, and review opportunity.

ARTICLE 5 - AUTHORITY

- 1 Every person signing for the Member warrants authority.
- 2 PTE may require board resolutions, powers of attorney, incumbency certificates, or Account permissions.
- 3 Transaction limits, dual signatures, categories, settlement authority, and expiration must be disclosed.
- 4 Unauthorized signatures, impersonation, credential misuse, and signing after authority ends are prohibited.

ARTICLE 6 - SECURITY

Members must protect usernames, passwords, codes, tokens, certificates, recovery codes, email Accounts, and devices. PTE may require passwords, multifactor authentication, device review, IP review, callback verification, dual authorization, certificates, transaction codes, or manual review. Suspected compromise must be reported immediately.

ARTICLE 7 - ATTRIBUTION

An electronic record or signature may be attributed based on:

- 1 Credentials and authentication;
- 2 Email and Account;
- 3 IP, device, date, time, and audit trail;
- 4 Digital certificate or one-time code;
- 5 Authority records;
- 6 Prior conduct and context;
- 7 Confirmation messages and surrounding evidence.

Audit trails are evidence but do not prevent credible challenges based on fraud, identity theft, lack of authority, coercion, technical error, or compromise.

ARTICLE 8 - ELECTRONIC TRANSACTIONS

- 1 A Transaction may become binding through an accepted Transaction Confirmation, authenticated approval, signature, approved Order, authorized email where permitted, funding, Trade Credit authorization, or other stated method.
- 2 Material terms must be reasonably available before binding approval.
- 3 Mere viewing or download is not acceptance unless clearly and lawfully stated.
- 4 Trade Credit and Conversion submissions are not complete until the System of Record shows the applicable final status.
- 5 High-risk actions may require enhanced authentication.

ARTICLE 9 - AUTOMATED SYSTEMS AND ERRORS

- 1 Electronic agents may validate forms, match Members, calculate fees, record balances, generate documents, route approvals, send notices, and detect risk.
- 2 A contract may be formed through automated systems where the process and law recognize it.
- 3 Review and correction opportunities will be provided where reasonably practical.
- 4 Errors must be reported promptly with the record, date, error, intended action, value used, evidence, and requested correction.
- 5 An error report does not automatically cancel a binding Transaction.

ARTICLE 10 - NOTICES AND RECEIPT

- 1 PTE may send contractual notices to the Account, registered email, Account Administrator, legal contact, billing contact, or Transaction signatory.
- 2 A record may be sent when properly directed and leaving the sender's control.
- 3 It may be received when it enters the designated or regularly used system and is available for retrieval, even before being opened, subject to applicable law.
- 4 An Account-posted record may be delivered when available and accompanied by notice where reasonably required.
- 5 Members must keep contact details current and may not deliberately interfere with delivery.

ARTICLE 11 - PAPER COPIES

- 1 Members may request available paper copies.
- 2 Electronic copies may be free.
- 3 Reasonable printing, certification, notarization, apostille, courier, or shipping charges may apply after disclosure and acceptance, where lawful.
- 4 No charge applies where law requires free paper delivery.

ARTICLE 12 - WITHDRAWAL

- 1 Consent may be withdrawn prospectively through the Account, support system, or **info@wtebiz.com**.
- 2 Prior electronic records, signatures, notices, Transactions, and obligations remain valid.
- 3 Because PTE is primarily electronic, withdrawal may restrict or end online Accounts, Marketplace, Transactions, Trade Credit transfers, Conversion, statements, verification, or support.

- 4 Existing Transactions and accrued obligations remain.
- 5 A specific pending authorization may be revoked only where the applicable stage, agreement, and law permit.

ARTICLE 13 - RETENTION AND ACCESS

- 1 PTE may retain accessible, accurate, reproducible, and protected electronic records for at least seven years after the relevant relationship, Transaction, Conversion, dispute, or Account activity.
- 2 Longer retention may apply for litigation, tax, sanctions, fraud, security, legal hold, or enforcement.
- 3 Members should download important records before Account closure.
- 4 Later copies are subject to identity, authority, confidentiality, legal, availability, and permitted fee requirements.

ARTICLE 14 - ORIGINALS, COUNTERPARTS, AND SPECIAL DOCUMENTS

- 1 The authoritative electronic record may serve as the original where lawful.
- 2 Documents may be signed in electronic or paper counterparts.
- 3 Scans and reproductions may be treated as copies subject to authenticity and integrity.
- 4 Some wills, family documents, court or safety notices, negotiable instruments, government filings, physical-possession records, notarized instruments, or other legally excluded documents may require special treatment.
- 5 PTE may require wet ink, witnesses, notarization, apostille, legalization, or paper originals.

ARTICLE 15 - EVIDENCE

Electronic records may evidence formation, acceptance, authority, notice, Account access, instructions, payment, Trade Credit activity, Conversion, delivery, acceptance, and disputes. Parties will not object solely because a record is electronic, but may raise authenticity, alteration, fraud, authority, privilege, hearsay, relevance, or other lawful objections.

ARTICLE 16 - PRIVACY AND CONFIDENTIALITY

Electronic systems may process name, email, title, company, signature, Account ID, time, IP, device, authentication, document activity, certificate, and communications. Processing follows the Privacy Policy. Members must secure inboxes, downloaded documents, devices, recipients, and printed copies.

ARTICLE 17 - RISKS AND OUTAGES

Electronic communications may be affected by delivery failure, spam filtering, phishing, malware, compromise, interception, device loss, corruption, outages, provider failure, formatting, and time zones. Sensitive instructions must use approved channels. PTE may provide alternative channels during outages.

ARTICLE 18 - INTERNATIONAL RECOGNITION

Electronic-signature rules vary by jurisdiction, document, authority, bank, registry, and provider. PTE may require local certificates, identity checks, notarization, witnessing, apostille, registration, or paper execution and does not guarantee universal third-party acceptance.

ARTICLE 19 - LIABILITY AND INDEMNITY

- 1 Liability follows the Membership Agreement.
- 2 PTE is not liable for Member-controlled failures such as incorrect contact details, failure to review notices, credential sharing, insecure devices, failure to remove users, unsupported software, or unapproved channels, to the extent lawful.
- 3 The Member indemnifies PTE and authorized providers for third-party claims arising from unauthorized signatures, false authority, credential sharing, fraudulent instructions, or Member security failure.
- 4 Non-excludable liability remains.

ARTICLE 20 - ACKNOWLEDGMENT

Primary Electronic Notice Email: _____ Member: _____

_____, Authorized Signatory: _____

Signature: _____ Date: _____

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 12

MASTER TRANSACTION AGREEMENT

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

This document is a comprehensive business contract template prepared for operational use. It is not legal advice and should be reviewed, localized, and approved by qualified counsel before execution or public deployment in each applicable jurisdiction.

IMPORTANT TRANSACTION NOTICE

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

ARTICLE 1 - PARTIES AND ROLE

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

ARTICLE 2 - SCOPE

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

ARTICLE 3 - FORMATION

A Transaction becomes binding when:

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

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

ARTICLE 4 - DOCUMENT PRIORITY

Priority:

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

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

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

ARTICLE 5 - TRANSACTION CONFIRMATION

The Confirmation should state:

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

ARTICLE 6 - PRODUCTS AND SERVICES

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

ARTICLE 7 - PRICE

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

ARTICLE 8 - SETTLEMENT

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

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

ARTICLE 9 - FEES

Unless another signed rate applies:

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

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

ARTICLE 10 - PAYMENT AND ESCROW

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

ARTICLE 11 - TAXES AND DOCUMENTATION

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

ARTICLE 12 - DELIVERY

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

ARTICLE 13 - TITLE AND RISK

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

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

ARTICLE 14 - INSPECTION AND ACCEPTANCE

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

ARTICLE 15 - WARRANTIES

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

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

ARTICLE 16 - RETURNS AND CHANGE ORDERS

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

ARTICLE 17 - CANCELLATION AND DEFAULT

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

ARTICLE 18 - NOTICE AND CURE

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

ARTICLE 19 - REMEDIES

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

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

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

ARTICLE 20 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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

ARTICLE 21 - PRIVACY AND COMPLIANCE

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

ARTICLE 22 - FORCE MAJEURE

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

ARTICLE 23 - RECORDS AND AUDIT

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

ARTICLE 24 - LIABILITY

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

ARTICLE 25 - DISPUTES, LAW, AND ARBITRATION

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

ARTICLE 26 - GENERAL

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

SIGNATURES

PTE Authorized Representative: _____

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

Signature: _____ **Date:** _____

PTE

PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 13

TRANSACTION CONFIRMATION AND SETTLEMENT AUTHORIZATION FORM

DOCUMENT VERSION

1.0

EFFECTIVE DATE

July 12, 2026

ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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IMPORTANT TRANSACTION AND SETTLEMENT NOTICE

This Form records the binding terms of a specific Buyer-Seller Transaction and authorizes its Cash, Trade Credit, mixed, escrow, fee, delivery, acceptance, and final-settlement instructions. It does not authorize a different Transaction, amount, beneficiary, settlement method, Cash Conversion, or recurring obligation unless expressly stated.

PART I - TRANSACTION IDENTIFICATION

Transaction Reference: _____ **Date Issued:** _____
Offer Expiration: _____
Expected Effective Date: _____ **Scheduled Completion:** _____

Classification: ☐ Goods ☐ Services ☐ Mixed ☐ Domestic ☐ Cross-border ☐ Cash-only ☐ Trade-credit-only ☐ Mixed settlement ☐ Escrow ☐ Milestone ☐ Recurring ☐ Restricted Activity

Status: ☐ Draft ☐ Proposed ☐ Conditional ☐ Pending Verification ☐ Pending Funding ☐ Binding ☐ In Performance ☐ Delivered ☐ Under Inspection ☐ Accepted ☐ Settlement Authorized ☐ Completed ☐ Disputed ☐ Cancelled ☐ Reversed

PART II - PARTIES**BUYER**

Legal Name: _____ **Member Account:** _____
Registration / Jurisdiction: _____
Business Address: _____ **Authorized Representative / Title:** _____
Email: _____

Verification: ☐ Active membership ☐ Business ☐ Ownership ☐ Authority ☐ Tax ☐ Cash capacity ☐ Trade Credit capacity ☐ Compliance

SELLER

Legal Name: _____ **Member Account:** _____
Registration / Jurisdiction: _____
Business Address: _____ **Authorized Representative / Title:** _____
Email: _____

Verification: ☐ Active membership ☐ Business ☐ Ownership ☐ Authority ☐ Tax ☐ Supply capacity ☐ Beneficiary ☐ Compliance

RELATED PARTIES AND PARTICIPANTS

Related-party relationship: ☐ No ☐ Yes - explain: _____

Participant	Role	Jurisdiction	Verified
			☐
			☐

PART III - DELIVERABLES

Item	Description	Specification	Quantity	Unit Price	Total
1					
2					
3					

Gross Transaction Value: _____ Reference Currency: _____

Condition: ☐ New ☐ Used ☐ Refurbished ☐ Remanufactured ☐ Surplus ☐ Open-box ☐ As-is ☐ Other: _____

Statement of Work / Specification References: _____

Substitutions: ☐ None ☐ Buyer approval required ☐ As follows: _____

PART IV - SETTLEMENT

Settlement: ☐ 100% Cash ☐ 100% Trade Credits ☐ Mixed

Component	Amount	Percentage
Cash		
Trade Credits		
Other approved consideration		
Total		100%

Cash Currency: _____ Trade Credit Reference Currency: _____
Valuation / Exchange Rate and Source: _____

The Seller acknowledges that trade credits are not Cash and that any Cash Conversion is a separate, conditional process requiring a Conversion Confirmation and ordinarily carrying a 10% fee.

Seller Initials: _____

PART V - CASH FUNDING

Payment structure: ☐ Before Delivery ☐ Deposit and balance ☐ Escrow ☐ Upon Delivery ☐ Upon Acceptance ☐ Milestones ☐ Installments

Payment	Trigger / Due Date	Amount	Destination
Deposit			
Milestone			
Final			

Funding Deadline: _____ **Verified Beneficiary:** _____
Bank / Provider and Masked Account: _____
Country / Currency: _____

No destination change is valid without authority, verification, enhanced authentication, compliance review, Buyer confirmation, and PTE record.

PART VI - TRADE CREDIT AUTHORIZATION

Buyer Trade Credit Account: _____ **Verified Available Balance:** _____
Amount Reserved: _____ **Seller Trade Credit Account:** _____

Release trigger: ☐ Binding formation ☐ Shipment ☐ Delivery ☐ Inspection ☐ Acceptance ☐ Milestone ☐ Staged release below

Release	Trigger	Trade Credit Amount
1		
2		
3		

The Buyer authorizes reservation, release, applicable permitted fee collection, valid reversal or adjustment, reasonable holds, and Buying Schedule recording. Buyer Initials: _____

The Seller authorizes receipt, applicable permitted fee collection, valid reversal or adjustment, reasonable holds, and Selling Schedule recording. Seller Initials: _____

PART VII - ESCROW

Escrow: ☐ Not required ☐ Required

Provider / Reference / Jurisdiction: _____ **Amount or Property Held:** _____
Funding Deadline: _____

Release conditions: ☐ Shipment ☐ Delivery ☐ Inspection ☐ Acceptance ☐ Delivery and Acceptance Certificate ☐ Milestone ☐ Joint instruction ☐ PTE administrative confirmation ☐ Other: _____

Fee Allocation: Buyer _____ Seller _____ Other _____

PTE is not the escrow holder unless a separate written agreement expressly states otherwise.

PART VIII - FEES, TAXES, AND CHARGES

Unless another signed rate applies:

Buying Transaction Fee: 3% of Fee Base **Selling Transaction Fee:** 7% of Fee Base **Cash Conversion Fee:** 10% of Gross Approved Conversion Amount

Buyer Fee Base / Estimated Fee: _____ **Seller Fee Base / Estimated Fee:** _____

Alternative Agreed Rates: _____

Collection method: ☐ Separate Cash ☐ Proceeds deduction ☐ Escrow ☐ Invoice ☐ Permitted Trade Credit debit
☐ Setoff ☐ Other

Tax / Charge	Responsible Party	Estimated Amount
Sales / VAT / GST		
Customs / Excise		
Withholding		
Escrow		
Bank / Payment		
Inspection / Freight / Insurance		
Other		

PART IX - CONDITIONS PRECEDENT AND COMPLIANCE

Condition	Responsible Party	Deadline	Completed	Waived
Buyer verification			☐	☐
Seller verification			☐	☐
Authority			☐	☐
Source of Funds			☐	☐
Product ownership / capacity			☐	☐
Export / Import licenses			☐	☐
Insurance			☐	☐
Escrow funding			☐	☐
Trade Credit reservation			☐	☐
Other			☐	☐

Compliance review: ☐ Standard ☐ Enhanced ☐ Sanctions ☐ PEP ☐ Source of Funds ☐ Product / Export ☐
 Third-party payment ☐ Additional pending

Hold: ☐ None ☐ Cash ☐ Trade Credits ☐ Delivery ☐ Documents Conditions:

Buyer certifies lawful funding, disclosed beneficial ownership and third-party payers, valid Trade Credits, genuine purpose, and compliance.

Seller certifies lawful ownership or supply, capacity, genuine Deliverables, accurate documents, licenses, and compliance.

Both certify no Prohibited Person, sanctions evasion, money laundering, terrorist financing, bribery, fraud, tax evasion, or prohibited activity.

PART X - DELIVERY, TITLE, RISK, AND ACCEPTANCE

Delivery Date: _____ ☐ Firm ☐ Estimated ☐ Time is of the essence

Delivery Location / Method / Trade Term: _____

Required documents: ☐ Invoice ☐ Packing List ☐ Origin ☐ Bill of Lading / Air Waybill ☐ Insurance ☐ Inspection
☐ Licenses ☐ Warranty ☐ Manuals ☐ Safety Data ☐ Service Completion Report ☐ Other

Title Transfers: _____ **Risk Transfers:**

_____ **Transit Insurance By:** _____

Inspection Period / Standard / Inspector: _____

Acceptance method: ☐ Signed Certificate ☐ Account approval ☐ Written confirmation ☐ Independent certificate
☐ Milestone approval ☐ Expiration of Inspection Period without valid rejection

Acceptance Criteria: _____

Rejection must identify the affected Deliverables, material Nonconformity, quantity, evidence, requested cure, and preservation status.

Warranty: **Goods:** _____ **Services:** _____ Additional terms:

PART XI - RELEASE CONDITIONS

Cash release requires: ☐ Binding Transaction ☐ Funding ☐ Shipment ☐ Delivery ☐ Inspection ☐ Acceptance ☐
 Required Documents ☐ Compliance Clearance ☐ PTE Approval ☐ Other

Trade Credit release requires: ☐ Binding Transaction ☐ Reservation ☐ Shipment ☐ Delivery ☐ Inspection ☐
 Acceptance ☐ Fee Authorization ☐ Compliance Clearance ☐ PTE Approval ☐ Other

Partial release: ☐ No ☐ Yes - terms: _____

PART XII - BUYER AUTHORIZATION

Subject to the Release Conditions, Buyer authorizes:

- 1 Payment of the approved Cash Component;
- 2 Reservation and transfer of the approved Trade Credit Component;
- 3 Collection of the Buying Transaction Fee;
- 4 Buyer taxes, charges, escrow, and provider costs;
- 5 Mathematical and duplicate-entry correction;
- 6 Valid cancellation, refund, dispute, fraud, and settlement adjustments;
- 7 Buying Schedule recording;
- 8 Required provider disclosure and record retention.

Maximum Cash: _____ **Maximum Trade Credits:**

_____ **Maximum Buyer Fee:** _____

Maximum Other Charges: _____

Buyer Signature: _____ **Name / Title:**

_____ **Date / Authentication:** _____

PART XIII - SELLER AUTHORIZATION

Subject to the Release Conditions, Seller authorizes:

- 1 Receipt of the approved Cash and Trade Credit Components;
- 2 Collection of the Selling Transaction Fee;
- 3 Seller taxes, charges, escrow, and provider costs;
- 4 Authorized reserves, holds, corrections, reversals, and refunds;
- 5 Selling Schedule recording;
- 6 Required provider disclosure and record retention.

Seller acknowledges that Gross Transaction Value is not Net Cash Proceeds, Trade Credits are not Cash, Conversion is separate, fees are separate, and taxes and charges may reduce settlement.

Seller Signature: _____ **Name / Title:** _____
Date / Authentication: _____

PART XIV - PTE ADMINISTRATIVE APPROVAL

PTE is authorized to record the Transaction, funding, reservation, transfers, fees, deductions, delivery, acceptance, completion, Schedule performance, refunds, reversals, holds, provider notices, and Final Settlement Statement. Administrative approval does not make PTE Buyer, Seller, bank, insurer, or escrow holder.

PTE Representative / Title: _____ **Signature / Date:** _____
Approval Reference: _____

PART XV - FINAL SETTLEMENT

Buyer Amount	Final
Cash paid	
Trade Credits transferred	
Buying Fee	
Taxes / Charges	
Refunds / Credits	
Buyer Total	

Seller Amount	Final
Gross Cash	
Gross Trade Credits	
Selling Fee	
Taxes / Withholding	
Charges / Reserve	
Refund / Reversal	
Net Cash	

Seller Amount	Final
Net Trade Credits	

Cash Settlement Date: _____ Trade Credit Settlement Date: _____
 Completion Date: _____ Outstanding
 Amounts / Disputes: _____
 Buyer completion confirmation: _____ Seller completion confirmation: _____
 PTE completion record: _____

SCHEDULE A - CHANGE ORDER

Change Reference / Transaction Reference: _____ Requested Change: _____
 Price / Cash / Trade Credit / Fee Impact: _____
 Delivery / Specification / Warranty / Tax Impact: _____
 Buyer Signature: _____ Date: _____ Seller Signature: _____ Date: _____ PTE Approval: _____
 Date: _____

SCHEDULE B - DELIVERY AND ACCEPTANCE CERTIFICATE

Delivery Date / Location: _____

Item	Due	Delivered	Condition

Decision: ☐ Accepted ☐ Accepted in Part ☐ Cure Required ☐ Rejected in Part ☐ Rejected in Full ☐ Testing Pending

Findings and cure: _____

Buyer Signature: _____ Date: _____ Seller Acknowledgment: _____ Date: _____

SCHEDULE C - SETTLEMENT DISPUTE AND HOLD

Disputing Party / Date: _____ Cash / Trade Credits Disputed: _____
 Basis and Evidence: _____ Hold Requested: _____
 Requested Resolution: _____
 PTE Hold / Review Record: _____

SCHEDULE D - REFUND AND REVERSAL

Reason: Cancellation / Rejection / Return / Default / Error / Fraud / Settlement / Legal Cash Refund /
 Destination: _____ Trade Credits Reversed / Restored: _____
 Fee and Schedule Adjustment: _____
 Buyer: _____ Seller: _____ PTE: _____



PREMIER TRADE EXCHANGE

Account Transaction Readiness Policy

The standalone policy governing when an individual member account is verified, capable, and authorized to initiate and complete transactions.

Document Type	Operational Policy
Document Number	R01
Version	1.0
Effective Date	July 16, 2026

Issued by The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors, Downtown Los Angeles, California 90071, United States.

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1. Policy Purpose

This Account Transaction Readiness Policy establishes the standards, controls, responsibilities, and approval procedures used by Premier Trade Exchange to determine whether an individual member account is prepared and authorized to initiate, receive, perform, complete, and settle transactions through the exchange.

The purpose of this policy is to ensure that every participating account has the legal authority, financial capacity, operational capability, documentation, approvals, and resources necessary to complete transactions reliably and in accordance with exchange rules.

An account shall not be treated as transaction-ready merely because it has been registered, activated, funded, verified, or granted access to the exchange platform.

Transaction readiness requires a separate determination that the account is capable of performing actual transactions.

2. Scope

This policy applies to:

- Individual members
- Business members
- Corporate members
- Buyers
- Sellers
- Asset owners
- Asset purchasers
- Brokers or authorized representatives
- Exchange operators
- Licensees
- Account administrators
- Any person or organization permitted to initiate, approve, receive, fund, fulfil, or settle transactions through Premier Trade Exchange

The policy applies to cash transactions, trade-credit transactions, mixed cash and trade-credit transactions, asset transactions, service transactions, purchase schedules, selling schedules, and any other transaction supported by the exchange.

3. Definition of Account Transaction Readiness

Account Transaction Readiness is the verified status confirming that a specific member account has completed all applicable legal, financial, compliance, documentation, operational, funding, fulfilment, and technical requirements necessary to initiate and complete transactions through Premier Trade Exchange.

An account is transaction-ready only when Premier Trade Exchange has determined that:

1. The account holder is properly identified and authorized.
2. The account is active and in good standing.
3. Required agreements and disclosures have been accepted.

4. Applicable verification and compliance reviews have been completed.
5. Buying, selling, asset, or service information is sufficiently complete.
6. The member has the capacity to fund, deliver, receive, and settle transactions.
7. No unresolved restriction prevents the account from transacting.
8. The account can proceed with a transaction without material avoidable delay.

4. Policy Principles

Readiness is verified, not assumed

A member's statement that the member is ready, willing, interested, or able to transact is not sufficient. Readiness must be supported by information, documentation, approvals, account data, and operational evidence.

Readiness is transaction-specific

An account may be ready for one type or size of transaction but not for another.

For example, an account may be ready to purchase services using trade credit but not ready to acquire an asset requiring a substantial cash component.

Readiness is continuous

Transaction readiness is not permanent. It may be reviewed, upgraded, downgraded, suspended, or withdrawn when account circumstances change.

Critical failures override readiness scores

An account shall not be classified as transaction-ready when a critical requirement remains incomplete, regardless of the account's overall readiness percentage.

Readiness does not guarantee transaction success

A transaction-ready designation confirms that the account has satisfied applicable readiness requirements. It does not guarantee that:

- A suitable counterparty will be available
- A proposed transaction will be approved
- A transaction will close
- A counterparty will perform
- A specific financial result will be achieved
- A particular product, service, or asset will be available

5. Account Transaction Readiness Standards

Account Activation Readiness

The account must:

- Be fully registered
- Have an active membership status
- Have completed applicable membership activation requirements

- Have paid applicable membership or activation fees
- Have valid login credentials
- Have no unresolved administrative hold
- Have the correct account type and permissions
- Have designated authorized users where applicable

A free, trial, preview, incomplete, suspended, expired, or restricted account shall not automatically qualify as transaction-ready.

Identity and Business Verification Readiness

The account holder must provide sufficient information for Premier Trade Exchange to verify identity, ownership, authority, and business legitimacy.

Requirements may include:

- Government-issued identification
- Legal name
- Business registration documents
- Business address
- Ownership information
- Authorized signatory information
- Tax or registration numbers
- Director, officer, or controlling-person information
- Proof of authority to act for the organization
- Proof of ownership or control of listed assets
- Additional verification information requested by the exchange

Verification must be current, internally consistent, and reasonably sufficient for the proposed transaction.

Agreement and Consent Readiness

The account must have accepted all agreements, disclosures, and consents applicable to its activities, including where required:

- Master Membership, Schedule and Trade Credit Agreement
- Marketplace, Transaction and Compliance Agreement
- Privacy Policy
- Electronic Communications, Records and Signature Consent
- Member Earnings, Transaction Results and Trade Credit Disclosure
- Cookie Policy
- Transaction-specific agreements
- Purchase or selling schedules
- Settlement authorizations
- Asset-transfer documents
- Any additional agreement required for the proposed transaction

Acceptance records must be stored in a form that identifies the account, agreement version, date, time, and method of acceptance.

Compliance Readiness

The account must satisfy applicable compliance controls, which may include:

- Identity verification
- Business verification
- Ownership verification
- Sanctions screening
- Restricted-party screening
- Fraud-risk review
- Prohibited-transaction review
- Source-of-funds review
- Source-of-assets review
- Transaction-purpose review
- Jurisdictional review
- Enhanced due diligence for higher-risk transactions
- Review of unusual or inconsistent activity

The exchange may require additional information at any time when the nature, size, structure, jurisdiction, funding method, or purpose of a transaction creates elevated risk.

Buying Readiness

A member seeking to purchase through the exchange must demonstrate that it can complete the buying side of a transaction.

Buying readiness may require:

- A completed buying schedule
- A clear description of the required product, service, asset, or solution
- Quantity, quality, specification, and delivery requirements
- Target delivery dates
- Approved budget
- Available cash, trade credit, or mixed-payment capacity
- Ability to pay applicable transaction fees
- Valid payment and settlement instructions
- Authority to approve and receive the purchase
- Ability to accept delivery
- Required permits, licenses, facilities, or import approvals
- A responsible person assigned to the transaction
- Confirmation that the buying requirement is genuine and current

A request shall not be considered transaction-ready when it is speculative, materially incomplete, unsupported by budget, or beyond the member's demonstrated capacity.

Selling Readiness

A member seeking to sell through the exchange must demonstrate that it can supply and fulfil the proposed transaction.

Selling readiness may require:

- A completed selling schedule
- Accurate product or service descriptions
- Current pricing
- Available inventory or service capacity

- Delivery timelines
- Geographic service area
- Quality standards
- Warranties or service commitments
- Proof of ownership or authority to sell
- Required licenses, permits, certifications, or insurance
- Fulfilment personnel and facilities
- Ability to issue invoices and transaction documents
- Ability to accept the proposed settlement method
- Ability to pay applicable transaction fees
- A defined process for delivery, acceptance, returns, disputes, and support

A listing shall not be classified as transaction-ready when the member cannot demonstrate the ability to deliver in accordance with the listed terms.

Asset Transaction Readiness

For asset transactions, the account may be required to provide:

- Proof of ownership
- Clear title or evidence of transferable rights
- Asset description and location
- Valuation information
- Encumbrance or lien information
- Inspection records
- Photographs, surveys, certificates, or technical reports
- Transfer requirements
- Regulatory approvals
- Insurance information
- Escrow requirements
- Taxes, duties, and closing-cost information
- Confirmation of who has authority to approve the transfer
- Confirmation of the cash and trade-credit structure
- A defined closing and settlement process

Premier Trade Exchange may reject or restrict an asset transaction where ownership, valuation, transferability, condition, legal status, or settlement terms cannot be adequately verified.

Financial and Settlement Readiness

The account must demonstrate the ability to meet all applicable financial obligations.

This may include:

- Sufficient available cash
- Sufficient available trade-credit balance
- Approved credit allocation
- Availability of any required cash contribution
- Valid bank or settlement account
- Valid payment instructions
- Ability to pay transaction, conversion, processing, or service fees

- Confirmation of taxes, duties, shipping, insurance, and closing costs
- Availability of deposits or reserves
- Completion of escrow requirements
- Absence of unresolved chargebacks or unpaid balances
- Absence of an account deficit or unauthorized negative balance

Trade credit shall not be treated as a substitute for cash where the applicable transaction requires a cash component.

Trade-Credit Readiness

Where trade credit is used, the account must have:

- An approved trade-credit allocation or balance
- Authority to use the trade credit
- A clear understanding of applicable trade-credit rules
- Sufficient trade credit available for the transaction
- Capacity to meet any required cash component
- Capacity to pay applicable fees
- No unresolved restriction on the account balance
- No pending reversal, dispute, or adjustment that materially affects availability

Displayed, projected, conditional, pending, promotional, restricted, or unactivated trade credit shall not be treated as immediately available unless the exchange confirms otherwise.

Operational Readiness

The member must have the practical ability to perform its obligations.

Operational readiness may include:

- Adequate personnel
- Inventory or service capacity
- Warehousing or facilities
- Delivery resources
- Technology and communication access
- Appropriate insurance
- Internal approval authority
- Customer-support capability
- Recordkeeping systems
- Transaction-management personnel
- Capacity to respond to exchange requests
- Capacity to meet agreed timelines

A member shall not be classified as transaction-ready when its intended transaction materially exceeds its demonstrated operational capacity.

Documentation Readiness

All material transaction information must be complete, accurate, current, and internally consistent.

Required documentation may include:

- Quotes

- Purchase orders
- Invoices
- Proposals
- Specifications
- Contracts
- Delivery instructions
- Inspection reports
- Proof of ownership
- Certificates
- Shipping documents
- Settlement instructions
- Tax documents
- Insurance documents
- Escrow instructions
- Transaction confirmations

Missing or contradictory documentation may result in a readiness restriction.

Technical Readiness

The account must be technically capable of using the exchange.

This may require:

- Access to the registered email address
- Ability to log in securely
- Completion of required authentication
- Access to transaction notifications
- Ability to upload and review documents
- Ability to accept electronic agreements
- Ability to receive transaction records
- Accurate contact and notification settings
- No unresolved security compromise

An account suspected of unauthorized access, credential theft, or account takeover shall be restricted until security has been restored.

6. Account Readiness Statuses

Each account may be assigned one of the following statuses:

Not Assessed. The account has not yet undergone a transaction-readiness review.

Not Started. The account has not completed the minimum requirements needed to begin assessment.

In Progress. The account has started the readiness process but material requirements remain incomplete.

Pending Member Action. The exchange is waiting for information, documents, payment, clarification, approval, or corrective action from the member.

Pending Review. The member has submitted required information and the exchange is reviewing it.

Conditionally Ready. The account satisfies most readiness requirements but may transact only within defined limits, transaction types, values, jurisdictions, or conditions.

Transaction Ready. The account has completed all applicable critical requirements and is authorized to participate in approved transactions within its assigned limits.

Restricted. The account may access the platform but cannot initiate or complete some or all transactions.

Suspended. Transaction privileges have been temporarily withdrawn.

Not Eligible. The account does not qualify for transaction readiness under current exchange requirements.

Closed. The account is no longer active or authorized to transact.

7. Readiness Scoring

Premier Trade Exchange may display an Account Transaction Readiness percentage for administrative or member guidance.

A suggested scoring framework is:

- 0%–39%: Not Ready
- 40%–69%: Readiness in Progress
- 70%–84%: Conditionally Ready
- 85%–100%: Transaction Ready, subject to critical-control approval

The percentage is an operational indicator and does not create an automatic right to transact.

An account cannot receive final Transaction Ready status when any critical requirement remains incomplete.

Critical requirements include, where applicable:

- Identity and authority verification
- Required agreements
- Compliance approval
- Sufficient settlement capacity
- Ownership or authority to sell
- Ability to deliver or receive
- Required transaction documentation
- Absence of a material account restriction

8. Transaction-Specific Readiness Review

General account readiness does not eliminate the need for transaction-specific review.

Before approving a particular transaction, Premier Trade Exchange may verify:

- The proposed transaction amount
- The transaction type
- The identity and readiness of each counterparty
- Available cash and trade credit
- Product, service, or asset availability
- Delivery and fulfilment capacity

- Transaction documents
- Applicable fees
- Jurisdictional requirements
- Escrow or settlement requirements
- Risk level
- Compliance status
- Any unusual transaction characteristics

A generally transaction-ready account may be declined for a specific transaction that exceeds its approved scope or capacity.

9. Member Responsibilities

Each member is responsible for:

- Providing accurate information
- Maintaining current account records
- Disclosing material changes
- Responding promptly to readiness requests
- Maintaining sufficient funds and trade credit
- Maintaining the capacity to perform
- Monitoring account notifications
- Protecting login credentials
- Reviewing transaction terms before approval
- Paying applicable fees
- Reporting suspected fraud or unauthorized activity
- Not presenting speculative capacity as confirmed capacity
- Not listing products, services, or assets the member cannot lawfully supply
- Not making transaction commitments beyond its operational or financial ability

A member must immediately notify Premier Trade Exchange of any change that could affect transaction readiness.

10. Continuous Monitoring

Premier Trade Exchange may continuously review transaction readiness using:

- Account activity
- Payment history
- Delivery performance
- Dispute history
- Transaction completion rates
- Compliance reviews
- Account-balance changes
- Expired documents
- Changes in ownership or control
- Security alerts
- Member complaints

- Transaction reversals
- Unusual activity
- External verification information
- Failure to respond to exchange requests

Readiness may be automatically or manually reassessed when a material change is detected.

11. Readiness Downgrades and Restrictions

An account's readiness may be downgraded, restricted, or suspended when:

- Verification expires
- Required information becomes outdated
- Agreements are withdrawn or breached
- Funds or trade credit become insufficient
- The member fails to pay fees
- The member fails to deliver
- The member repeatedly cancels transactions
- A transaction is disputed
- Fraud or misrepresentation is suspected
- Ownership or authority is questioned
- The account is compromised
- The member exceeds approved limits
- The member becomes subject to a legal or regulatory restriction
- The account creates material risk to counterparties or the exchange

Premier Trade Exchange may impose limits while an issue is investigated.

12. Corrective Action

Where appropriate, the exchange may provide the member with a corrective-action list identifying:

- The failed readiness requirement
- The information or action required
- The responsible party
- The deadline
- The documentation required
- Any temporary account restriction
- The conditions for reassessment

Completion of corrective action does not guarantee approval but allows the account to be reassessed.

13. Review and Approval Authority

Account Transaction Readiness may be reviewed and approved by authorized personnel or systems responsible for:

- Membership administration
- Verification
- Compliance

- Transaction operations
- Settlement
- Risk management
- Technical security
- Marketplace operations

No employee, service provider, account manager, or representative may override a critical readiness requirement without documented authorization from the appropriate decision-maker.

14. Records and Audit Trail

Premier Trade Exchange shall maintain appropriate records of:

- Readiness assessments
- Verification results
- Submitted documents
- Agreements and consents
- Status changes
- Restrictions
- Review decisions
- Approval dates
- Reviewer identity
- Corrective actions
- Transaction-specific assessments
- Member communications

Records shall be retained in accordance with applicable exchange policies and legal requirements.

15. Review Requests

A member may request a review of a readiness decision by providing:

- The account information
- The disputed readiness status
- The reason for the request
- Supporting documentation
- Any corrected or updated information

The exchange may confirm, modify, or uphold the original determination.

Transaction privileges may remain restricted while the review is pending.

16. No Automatic Right to Transact

Registration, membership payment, account verification, trade-credit allocation, platform access, or a displayed readiness percentage does not create an unconditional right to transact.

Premier Trade Exchange retains the right to:

- Require additional verification
- Limit transaction size

- Restrict transaction types
- Require escrow
- Require additional documentation
- Delay settlement
- Decline a proposed transaction
- Suspend an account
- Apply risk controls
- Protect the exchange and its members from operational, financial, legal, security, or compliance risk

17. Policy Administration

This policy shall be administered by Premier Trade Exchange and its authorized service providers.

The policy may be updated to reflect:

- Changes in exchange operations
- Changes in transaction products
- New risk controls
- New technology
- New legal requirements
- Marketplace experience
- Fraud-prevention requirements
- Changes in settlement methods
- Changes in membership or transaction structures

The version in effect at the time of the relevant readiness assessment shall govern that assessment.



PREMIER TRADE EXCHANGE

Exchange Transaction Readiness Policy

The standalone policy governing whether the complete exchange platform, marketplace, operations, controls, and settlement environment are ready for live transactions, including the mandatory forty-client contractual threshold.

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633 West Fifth Street, 26th and 28th Floors, Downtown Los Angeles, California 90071, United States.

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1. Policy Purpose

This Exchange Transaction Readiness Policy establishes the standards used to determine whether Premier Trade Exchange, as an entire exchange platform and operating system, is prepared to facilitate real transactions safely, accurately, reliably, and at the intended level of activity.

The policy recognizes that a website or software platform may be technically accessible without being commercially or operationally ready to support transactions.

Exchange Transaction Readiness requires the coordinated readiness of:

- Technology
- Governance
- Legal documentation
- Compliance controls
- Financial and trade-credit systems
- Buyers
- Sellers
- Transaction inventory
- Marketplace matching
- Settlement systems
- Operational personnel
- Security controls
- Support processes
- Business-continuity arrangements

The exchange shall not represent itself as transaction-ready unless the applicable critical requirements have been verified.

2. Scope

This policy applies to:

- The Premier Trade Exchange public website
- Member registration and authentication systems
- Member dashboards
- Marketplace systems
- Buying and selling schedules
- Trade-credit systems
- Cash and mixed-payment transactions
- Asset transaction systems
- Matching and transaction workflows
- Payment and settlement infrastructure
- Administrative dashboards
- Compliance systems
- Support systems
- Reporting and audit systems
- Authorized service providers
- Exchange personnel

- Licensee or operator environments
- Any system or process used to support exchange transactions

3. Definition of Exchange Transaction Readiness

Exchange Transaction Readiness is the verified operational state in which the exchange's technology, governance, legal framework, financial systems, trade-credit controls, marketplace participants, transaction opportunities, compliance procedures, personnel, security safeguards, support processes, and settlement capabilities are collectively able to support real transactions safely, accurately, reliably, and at the intended scale.

Exchange readiness is broader than technical launch readiness.

For this purpose, Exchange Transaction Readiness requires the exchange to have at least forty (40) distinct recruited and approved clients, with each client being a party to at least one executed transaction contract for an active transaction. This mandatory threshold demonstrates that the exchange has real operating activity and contractual transaction commitments behind the trade-credit structure.

A platform is not fully transaction-ready merely because:

- The website is online
- Members can register
- Users can log in
- Trade-credit balances are displayed
- Marketplace listings are visible
- Demonstration transactions can be created
- Administrative tools are accessible

The exchange must be capable of moving a genuine transaction through the full lifecycle from onboarding and matching to contracting, performance, settlement, recordkeeping, and dispute management.

4. Policy Principles

Readiness must cover the full transaction lifecycle

The exchange must support:

1. Member onboarding
2. Verification
3. Schedule creation
4. Listing or purchasing requirements
5. Matching
6. Negotiation
7. Transaction approval
8. Contracting
9. Funding
10. Fulfilment
11. Delivery confirmation
12. Settlement

13. Fee collection
14. Recordkeeping
15. Dispute management
16. Reporting and reconciliation

A platform that supports only part of this lifecycle shall not be considered fully transaction-ready.

Critical systems must operate together

No single functional component establishes readiness.

The exchange must demonstrate that its legal, technical, financial, operational, and compliance systems work together as an integrated transaction environment.

Readiness is based on capacity, not appearance

A professionally designed platform is not necessarily transaction-ready. Readiness must be supported by tested systems, trained personnel, approved procedures, active counterparties, and verified settlement capability.

Readiness is scalable

The exchange may be ready for limited transaction volume but not ready for unlimited activity.

Readiness shall therefore be assessed against:

- Expected number of members
- Expected transaction volume
- Transaction values
- Settlement methods
- Geographic reach
- Asset classes
- Support requirements
- Risk levels

Readiness is continuously monitored

Exchange readiness may change due to outages, fraud, staffing limitations, payment interruptions, liquidity constraints, system defects, legal changes, cyber incidents, or marketplace imbalances.

5. Exchange Transaction Readiness Domains

Governance Readiness

The exchange must have:

- A clearly identified operating entity
- Defined executive and operational responsibility
- Defined decision-making authority
- Assigned accountability for compliance, settlement, security, and member operations
- Documented approval and escalation procedures
- Separation of incompatible duties where appropriate
- Authority matrices
- Incident-response authority

- Transaction-approval authority
- Documented oversight of authorized service providers
- A process for managing conflicts of interest
- Management reporting and operational review procedures

There must be no material ambiguity regarding who is responsible for operating, approving, supervising, and controlling exchange activity.

Legal Framework Readiness

The exchange must maintain current legal and policy documents appropriate to its operations, including where applicable:

- Membership agreements
- Marketplace and transaction agreements
- Buying and selling schedule agreements
- Trade-credit terms
- Cash-settlement and conversion terms
- Transaction-fee policies
- Refund policies
- Privacy policies
- Cookie policies
- Electronic communications and signature consent
- Acceptable-use rules
- Prohibited-transactions policies
- Member earnings and transaction-results disclosures
- Asset transaction documentation
- Dispute-resolution procedures
- Transaction confirmation documents
- Settlement authorizations
- Operational terms for authorized service providers

The legal framework must be incorporated into the relevant registration, transaction, and administrative workflows.

Membership-System Readiness

The exchange must be capable of:

- Registering members
- Assigning correct account types
- Activating paid memberships
- Capturing required agreements
- Verifying email addresses
- Managing account status
- Managing account permissions
- Restricting or suspending accounts
- Recording verification status
- Displaying member obligations
- Tracking readiness requirements
- Maintaining current member information

- Preventing unauthorized access

The system must distinguish between:

- Registered accounts
- Active members
- Verified members
- Transaction-ready members
- Restricted members
- Suspended members
- Closed accounts

Marketplace Readiness

The marketplace must contain or support:

- Genuine buying requirements
- Genuine selling offers
- Sufficiently complete listings
- Clear pricing or pricing methods
- Product and service specifications
- Delivery requirements
- Geographic information
- Cash and trade-credit terms
- Search and filtering
- Matching processes
- Listing approval controls
- Expiry or renewal controls
- Removal of inaccurate or inactive listings
- Protection against duplicates, fraud, and misleading offers

Marketplace readiness requires more than the existence of listings. Listings must represent actual capacity and genuine transaction intent.

Buyer and Seller Readiness

The exchange must have an adequate number of transaction-ready buyers and sellers to support the intended marketplace activity.

Minimum 40-Client Contractual Threshold

For the exchange to qualify as commercially transaction-ready, it must have at least forty (40) distinct recruited and approved clients. Each qualifying client must be a party to at least one executed transaction contract for an active buying, selling, asset, service, or other exchange transaction.

An active transaction is a genuine current transaction that has progressed beyond general interest or account registration and is under an executed contract in initiation, funding, fulfilment, delivery, performance, acceptance, settlement, or another documented active stage.

The following shall not count toward the forty-client threshold:

- Prospects or leads
- Unapproved or unverified applicants

- Registered users without executed transaction contracts
- Demonstration, preview, test, staff, or administrative accounts
- Unsigned proposals, applications, term sheets, letters of intent, or expressions of interest
- Expired, terminated, cancelled, completed without recurring obligations, dormant, or abandoned contracts
- Duplicate accounts or multiple accounts controlled by the same client, unless the exchange has documented a legitimate reason to count them separately
- Contracts created solely to satisfy the threshold without a bona fide transaction purpose

The exchange shall maintain a threshold register identifying each qualifying client, the applicable contract, the active transaction, the transaction stage, and the date on which eligibility was last verified.

The exchange shall monitor:

- Number of recruited and approved clients with executed active transaction contracts
- Number of verified buyers
- Number of verified sellers
- Number of transaction-ready accounts
- Available purchasing demand
- Available supply
- Matchability of demand and supply
- Sector concentration
- Geographic concentration
- Transaction-size compatibility
- Cash and trade-credit compatibility
- Fulfilment capability
- Member response rates

A marketplace with many registered accounts but fewer than forty qualifying contracted clients, or otherwise insufficient transaction-ready counterparties, shall not be classified as commercially transaction-ready.

Transaction Inventory Readiness

The exchange must maintain a sufficient pipeline of actionable transaction opportunities.

For purposes of the mandatory forty-client threshold, each counted client must have an executed transaction contract linked to a bona fide active transaction recorded in the exchange transaction inventory. A contract that is not connected to an active transaction shall not satisfy the threshold.

Transaction inventory may include:

- Approved selling schedules
- Approved buying schedules
- Products available for sale
- Services available for purchase
- Assets available for acquisition
- Verified purchase requirements
- Recurring supply requirements
- Contract opportunities
- Approved trade-credit transactions
- Mixed-payment opportunities

Transaction opportunities should be classified according to:

- Sector
- Value
- Settlement method
- Geography
- Urgency
- Fulfilment period
- Counterparty requirements
- Readiness status
- Required documentation
- Risk level

Matching Readiness

The exchange must have a defined process for identifying and qualifying potential transaction matches.

The matching process must consider:

- Buyer requirements
- Seller capacity
- Product or service specifications
- Price
- Quantity
- Location
- Timing
- Cash requirements
- Trade-credit acceptance
- Compliance status
- Member readiness
- Delivery capacity
- Transaction limits
- Counterparty restrictions

The exchange must be able to distinguish between:

- Potential matches
- Qualified matches
- Approved matches
- Contracted transactions
- Transactions in fulfilment
- Settled transactions

Transaction Workflow Readiness

The exchange must support a controlled transaction workflow that includes:

- Transaction initiation
- Counterparty identification
- Readiness verification
- Offer and acceptance
- Transaction terms
- Internal approval where required

- Contract execution
- Funding confirmation
- Delivery or performance
- Acceptance confirmation
- Fee calculation
- Settlement
- Ledger posting
- Invoice and record generation
- Dispute or exception handling
- Transaction closure

Each transaction must have a clear status and responsible party.

Trade-Credit System Readiness

The exchange's trade-credit system must be capable of:

- Creating approved trade-credit allocations
- Recording issuance
- Recording transfers
- Recording debits and credits
- Preventing unauthorized balances
- Preventing unauthorized duplication
- Enforcing account limits
- Recording pending and completed transactions
- Processing reversals and adjustments
- Maintaining transaction histories
- Reconciling balances
- Applying applicable fees
- Distinguishing available, pending, restricted, and settled balances
- Generating reports
- Maintaining an audit trail

Trade-credit balances must be supported by documented rules and controlled administrative permissions.

No person shall be able to alter trade-credit balances without authorization and a recorded audit trail.

Financial and Settlement Readiness

The exchange must have reliable procedures for:

- Cash payments
- Trade-credit settlement
- Mixed cash and trade-credit settlement
- Transaction fees
- Conversion fees
- Deposits
- Escrow
- Refunds
- Adjustments
- Reversals

- Taxes and charges
- Reconciliation
- Failed payments
- Unpaid balances
- Settlement disputes
- Financial reporting

Where third-party payment or escrow providers are used, the exchange must understand:

- Provider responsibilities
- Processing limitations
- Settlement timelines
- Geographic restrictions
- Transaction limits
- Reversal risks
- Chargeback risks
- Failure procedures
- Escalation channels

Liquidity and Capacity Readiness

The exchange must evaluate whether it has sufficient practical capacity to support the intended transaction volume.

Relevant factors include:

- Available purchasing capacity
- Available supply
- Cash settlement capacity
- Trade-credit availability
- Trade-credit acceptance levels
- Concentration of balances
- Member capacity to earn and spend trade credit
- Settlement bottlenecks
- Availability of counterparties
- Ability to support large transactions
- Ability to support recurring transactions
- Ability to absorb transaction failures or delays

A high aggregate trade-credit allocation does not by itself establish marketplace liquidity.

Liquidity depends on whether members can actually use available balances to complete genuine transactions.

Technology Readiness

The exchange's technology must support its intended operations.

Critical functions may include:

- Secure registration
- Secure login
- Role-based access
- Member dashboards

- Administrative dashboards
- Marketplace listings
- Search and matching
- Transaction creation
- Transaction approval
- Document upload
- Electronic acceptance
- Notifications
- Ledger management
- Settlement records
- Fee calculation
- Reporting
- Audit logs
- Account restrictions
- Data export and recovery

Critical transaction functions must be tested before live use.

Integration Readiness

Where systems exchange data, the exchange must confirm that integrations operate reliably.

This includes integrations involving:

- Payment processors
- Banking or settlement systems
- Escrow providers
- Email systems
- Identity-verification services
- Document-signing tools
- Analytics systems
- Accounting systems
- Notification services
- Member databases
- Administrative tools

Failed integrations must not result in incorrect balances, unauthorized approvals, lost transaction records, or unverified settlement.

Cybersecurity Readiness

The exchange must maintain safeguards appropriate to the risks of its systems and data.

Controls may include:

- Secure authentication
- Password protections
- Multi-factor authentication where appropriate
- Role-based access
- Least-privilege administration
- Encryption
- Secure backups

- Vulnerability management
- Malware protection
- Access logging
- Suspicious-login detection
- Account-locking procedures
- Credential-recovery procedures
- Incident response
- Data-breach response
- Regular security reviews

A material unresolved security weakness may prevent the exchange from being classified as transaction-ready.

Data and Recordkeeping Readiness

The exchange must maintain accurate and retrievable records of:

- Member accounts
- Verification
- Agreements
- Listings
- Buying and selling schedules
- Transaction approvals
- Transaction documents
- Cash payments
- Trade-credit entries
- Fees
- Deliveries
- Acceptance confirmations
- Disputes
- Refunds
- Adjustments
- Administrative actions
- Security events

The exchange must be able to reconstruct the material history of a transaction.

Compliance Readiness

The exchange must have procedures for:

- Member verification
- Business verification
- Ownership verification
- Restricted-party screening
- Prohibited transactions
- Fraud detection
- Unusual-activity review
- Transaction monitoring
- Source-of-funds review where applicable
- Source-of-assets review where applicable
- Jurisdictional restrictions

- Escalation of higher-risk cases
- Account suspension
- Record retention
- Compliance reporting

Compliance controls must be proportionate to the transaction type, amount, jurisdiction, and risk.

Operational Readiness

The exchange must have documented operating procedures for:

- Member onboarding
- Verification
- Membership activation
- Buying and selling schedule preparation
- Marketplace listing review
- Matching
- Transaction approval
- Contract preparation
- Settlement
- Delivery confirmation
- Fee collection
- Disputes
- Refunds
- Account restrictions
- Support
- Incident escalation
- Reporting
- Reconciliation

Personnel must understand their responsibilities and have access to the tools needed to perform them.

Personnel Readiness

The exchange must have sufficient trained personnel or authorized service providers to perform required functions.

This includes responsibility for:

- Membership administration
- Verification
- Compliance
- Transaction operations
- Marketplace management
- Buyer and seller matching
- Settlement
- Technical support
- Security
- Finance
- Dispute resolution
- Management oversight

Critical functions must not depend entirely on one unavailable individual without a backup arrangement.

Support Readiness

The exchange must provide a reliable means for members to:

- Ask operational questions
- Report account problems
- Submit transaction documents
- Report failed payments
- Report non-delivery
- Report unauthorized activity
- Raise disputes
- Request readiness reassessment
- Receive status updates

Support procedures must define:

- Intake channels
- Responsibility
- Priority levels
- Escalation rules
- Response targets
- Documentation requirements
- Resolution records

Dispute and Exception Readiness

The exchange must have procedures for:

- Nonpayment
- Non-delivery
- Partial delivery
- Product or service disputes
- Quality disputes
- Unauthorized transactions
- Incorrect ledger entries
- Transaction cancellation
- Refund requests
- Trade-credit reversals
- Fraud allegations
- Contract breaches
- Escrow disputes
- Member suspension
- Appeals

The exchange must be capable of placing transactions or balances on hold when necessary to protect the parties and the exchange.

Business Continuity Readiness

The exchange must maintain plans for operational disruption, including:

- Website outage
- Database failure
- Payment interruption
- Settlement-provider failure
- Cyber incident
- Loss of key personnel
- Communication outage
- Natural disaster
- Data corruption
- Unauthorized access
- Hosting interruption
- Domain or infrastructure failure

Business-continuity plans should include:

- Backups
- Recovery procedures
- Alternative communication methods
- Responsible personnel
- Priority systems
- Member notifications
- Manual fallback procedures
- Post-incident reconciliation

Scalability Readiness

The exchange must assess whether its systems and operations can support expected growth.

This includes:

- Server capacity
- Database performance
- Number of concurrent users
- Transaction volume
- Document storage
- Notification volume
- Support workload
- Verification workload
- Settlement workload
- Financial reconciliation
- Administrative staffing
- Security monitoring

The exchange may impose transaction or membership limits until additional capacity is available.

6. Exchange Readiness Statuses

The exchange may be assigned one of the following readiness statuses:

Development. Core platform or operational functions remain under construction.

Technical Preview. The platform is available for demonstration or review but is not approved for live transactions.

Pilot Ready. The exchange may support controlled transactions involving approved participants, limited values, or selected transaction types.

Conditionally Transaction Ready. The exchange can support live transactions subject to defined limits, controls, transaction types, or manual supervision.

Transaction Ready. All applicable critical readiness requirements have been satisfied for the approved scope and transaction capacity.

Commercially Transaction Ready. The exchange is technically and operationally ready, has verified at least forty distinct recruited and approved clients with executed contracts for active transactions, and has sufficient transaction inventory, matching capability, and settlement capacity to support ongoing commercial activity.

Restricted Operations. The exchange remains operational, but selected transaction functions, member groups, regions, settlement methods, or transaction types are restricted.

Suspended Transactions. New transaction activity has been temporarily suspended due to a material operational, technical, legal, security, financial, or compliance issue.

Recovery Mode. The exchange is restoring services following an incident and may operate under temporary limitations.

7. Exchange Readiness Scoring

Premier Trade Exchange may maintain an internal Exchange Transaction Readiness score.

A suggested scoring framework is:

- 0%–39%: Development or Not Ready
- 40%–59%: Technical Preview
- 60%–74%: Pilot Ready
- 75%–84%: Conditionally Transaction Ready
- 85%–94%: Transaction Ready
- 95%–100%: Commercially Transaction Ready

The score is supplemental.

The exchange shall not receive Transaction Ready status when a critical readiness requirement has failed.

Critical requirements include:

- Functional transaction workflow
- Accurate ledger and balance controls
- Secure account access
- Valid legal agreements
- Member-verification controls
- Settlement capability
- Transaction recordkeeping
- Account restriction capability
- Operational responsibility

- Incident-response procedures
- At least forty distinct recruited and approved clients, each with an executed transaction contract for an active transaction, before Commercially Transaction Ready status is granted
- Adequate transaction-ready counterparties for the approved scope
- No unresolved critical security defect

8. Readiness Gates

The exchange should pass through the following gates before unrestricted commercial operations:

Gate 1: Governance Approval. Operating responsibilities, policies, decision rights, and oversight have been approved.

Gate 2: Legal Approval. Required agreements, disclosures, consents, and policies have been implemented.

Gate 3: Technical Approval. Critical systems have been tested and approved.

Gate 4: Security Approval. Material security controls have been verified.

Gate 5: Financial and Ledger Approval. Cash, trade-credit, fee, reconciliation, and audit controls have been validated.

Gate 6: Operational Approval. Personnel, procedures, support, escalation, and dispute processes are in place.

Gate 7: Marketplace Approval. Sufficient genuine buying requirements and selling offers are available, and the exchange has verified at least forty distinct recruited and approved clients, each with an executed transaction contract for an active transaction.

Gate 8: Live Transaction Test. At least one controlled end-to-end transaction has been successfully processed, where appropriate.

Gate 9: Commercial Launch Approval. Authorized management has documented verification of the forty-client contractual threshold and approved the exchange for live commercial transactions.

9. Testing Requirements

Before full transaction readiness is approved, testing should cover:

- Registration
- Membership activation
- Agreement acceptance
- Verification
- Buying and selling schedules
- Listings
- Matching
- Transaction creation
- Transaction approval
- Cash settlement
- Trade-credit settlement
- Mixed settlement
- Fee calculations

- Ledger entries
- Notifications
- Document generation
- Reversals
- Account restrictions
- Dispute workflows
- Reporting
- Backup and recovery
- Security controls

Testing must include successful transactions and failed or exceptional scenarios.

10. Live Transaction Validation

Where appropriate, the exchange should complete controlled live transactions before broad commercial launch.

Validation should confirm:

- Participants were verified
- Transaction terms were complete
- Agreements were accepted
- Funds or trade credit were available
- The transaction was authorized
- Delivery or performance occurred
- Settlement was completed
- Fees were correctly recorded
- Balances reconciled
- Transaction records were retained
- Any issues were resolved

A successful demonstration transaction using test data does not replace live operational validation.

11. Readiness Review Frequency

Exchange Transaction Readiness shall be reviewed:

- Before initial launch
- Before commercial launch
- Before launching a new transaction type
- Before entering a new jurisdiction
- Before materially increasing transaction limits
- After a major system update
- After a cyber incident
- After a settlement failure
- After a material compliance issue
- After a prolonged outage
- When marketplace liquidity materially declines
- At scheduled operational-review intervals

Critical systems and controls may be monitored continuously.

12. Readiness Downgrade Triggers

Exchange readiness may be downgraded when:

- A critical system fails
- Balances cannot be reconciled
- Settlement systems become unavailable
- A security compromise occurs
- Member data is exposed
- Transaction records are lost or corrupted
- Fraud levels materially increase
- Required personnel become unavailable
- Critical agreements become invalid or outdated
- Compliance controls fail
- Marketplace liquidity becomes inadequate
- The number of qualifying recruited and approved clients with executed active transaction contracts falls below forty
- Insufficient transaction-ready buyers or sellers remain
- Disputes cannot be processed
- Support capacity becomes inadequate
- Infrastructure cannot support transaction volume
- A legal or regulatory restriction affects operations

13. Restricted Operations

Where a full suspension is unnecessary, Premier Trade Exchange may impose limited restrictions, including:

- Maximum transaction values
- Manual approval requirements
- Transaction-type restrictions
- Geographic restrictions
- Settlement-method restrictions
- Member-category restrictions
- Temporary trade-credit restrictions
- Enhanced verification
- Escrow requirements
- Delayed settlement
- New-member limitations
- Increased monitoring

Restrictions shall remain until the relevant risk has been resolved.

14. Incident Response

When a material incident affects transaction readiness, the exchange shall:

17. Identify the affected systems, members, and transactions.
18. Contain the incident.
19. Restrict affected activity where necessary.
20. Preserve relevant records.
21. Notify responsible personnel.
22. Communicate with affected members where appropriate.
23. Correct inaccurate balances or transaction records.
24. Restore critical systems.
25. Validate system integrity.
26. Reassess transaction readiness before normal operations resume.
27. Document the incident and corrective actions.

15. Management Reporting

Exchange management should receive regular reporting on:

- Overall readiness status
- Current count of distinct qualifying clients with executed active transaction contracts
- Threshold register exceptions, expirations, cancellations, and replacements
- Critical control failures
- Transaction-ready accounts
- Active buying and selling schedules
- Marketplace supply and demand
- Match rates
- Transaction volumes
- Settlement failures
- Disputes
- Fraud alerts
- Account restrictions
- Technical incidents
- Security events
- Liquidity indicators
- Reconciliation differences
- Support workload
- Corrective actions

16. Readiness Ownership

Responsibility for Exchange Transaction Readiness shall be assigned across designated functions, including:

- Executive oversight
- Exchange operations
- Membership administration
- Compliance
- Finance and settlement
- Technology
- Cybersecurity

- Marketplace management
- Member support
- Legal administration
- Risk management

Final readiness approval must be documented by authorized management.

17. Authorized Service Providers

Premier Trade Exchange may use authorized service providers to perform technical, operational, verification, payment, settlement, support, security, documentation, or administrative functions.

The use of an authorized service provider does not eliminate the need for:

- Defined responsibilities
- Access controls
- Performance monitoring
- Security safeguards
- Confidentiality protections
- Escalation procedures
- Recordkeeping
- Business-continuity planning

18. No Guarantee of Marketplace Results

Exchange Transaction Readiness confirms that the exchange is capable of supporting transactions within its approved scope.

It does not guarantee:

- A specific number of transactions
- A particular transaction value
- Immediate matching
- Immediate liquidity
- Member performance
- Buyer or seller availability
- Profitability
- Revenue
- Asset appreciation
- Trade-credit conversion
- Successful completion of every proposed transaction

19. Policy Administration

This policy shall be administered by Premier Trade Exchange and its authorized service providers.

The policy may be amended to reflect:

- Changes in exchange operations
- Changes in membership structures



- New transaction types
- New payment or settlement methods
- Changes in technology
- Security developments
- Marketplace experience
- Fraud trends
- Legal or regulatory changes
- Changes in geographic scope
- Changes in transaction volume or scale

The version in effect at the time of the relevant readiness assessment shall govern that assessment.