TradeRings

LEGAL

# TradeRings **Fee Schedule**

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| VERSION | 2.0 |
| EFFECTIVE FROM | 17 November 2026 |
| SUPERSEDES | TradeRings Fee Schedule v1.2 (11 June 2026) |
| OPERATOR | TradeRings Corporation, a Florida corporation (document number P24000001413). Registered address: 55 NE 5th Ave, Suite 501, Boca Raton, FL 33432, USA. |

## What you should know

1. The market owner pays one flat platform fee on the confirmed orders in its market; no tiers and no minimum monthly fee (sections B and C).
2. In a Peer Market the owner sets the buyer-side and seller-side rates; TradeRings keeps its platform fee and passes the rest to the owner out of fees actually collected (section D).
3. Network fees you pre-accept and campaign and logistics fees, each when the provider collects it through the Platform, and the WhatsApp and AI options you switch on, appear as separate lines on your monthly USD invoice, at cost and without margin; an invoice below USD 2,000 is charged to your card, one of USD 2,000 or more is paid by USD SWIFT transfer (sections F and I).
4. TradeRings gives one calendar month's notice on the Platform before changing a rate or introducing a new one (section A.3).
5. Nothing is paid on to anyone out of fees TradeRings has not received (section J).

## A. Scope and status

A.1 This Fee Schedule sets out the rates, the Peer Market rule, the currency rule, the billing dates, service cost recovery and the remittance of fees collected for others that apply to Organisations using the TradeRings Platform. It is referenced from clause 6 of the TradeRings Platform Services Agreement (the "Agreement") and binds the Organisation through electronic acceptance on the Platform at the events listed in clause 1 of the Agreement.

A.2 This Fee Schedule is versioned independently of the Agreement. A change to this Fee Schedule does not, on its own, change the Agreement.

A.3 A change to a rate, or the introduction of a new rate or fee parameter, takes effect one calendar month after notice of it is published on the Platform. The Organisation is asked to re-accept the updated Fee Schedule at its next acceptance gate after the notice; that re-acceptance is the record of the notice. An Organisation that does not wish to continue on the new rate may exit under clause 10.2 of the Agreement before it takes effect.

A.4 Non-material changes (typographical corrections, clarifications, a change of the bank whose rate is used under section E) take effect on posting; the version and date are recorded above and in the change log.

A.5 Defined terms used in this Fee Schedule have the meanings given in the Agreement.

A.6 "Net platform fees" means the platform fee TradeRings actually receives under sections B and D, excluding Network Fees, Campaign Fees and logistics fees collected for other Accounts, service cost recovery under section I, and value-added tax. Originator Fees are computed on net platform fees under the TradeRings Originator Terms: the market originator fee and the network originator fee as a share of them, and the recruitment fee as an amount equal to a Recruited Originator's

market and network originator fees for twelve months per Market or Network (Originator Terms sections 3, 3A). Originator Fees are paid by TradeRings out of its own fees and never charged to anyone.

A.7 Market types. In a Customer Market the Market Owner sells to its Members; in a Supplier Market it buys from its Members; in a Hub Market it buys from and sells to its Members; in a Peer Market the Members trade with each other, and each side may pay a fee set by the Market Owner. In Customer, Supplier and Hub Markets only the Market Owner pays TradeRings; Members pay nothing.

## B. Platform fee

B.1 The platform fee is a flat 0.8% of the value of Confirmed Orders in the Market.

B.2 The platform fee is paid by the Market Owner, for every Market Type. In a Peer Market it is paid as set out in section D.

B.3 The platform fee is calculated on the Confirmed Orders in the Market Owner's Market, as recorded by TradeRings.

B.4 No tiers apply. TradeRings may introduce tiers, on notice under section A.3.

B.5 Chained markets. Where goods pass through more than one Market, each Market Owner pays the platform fee on the Confirmed Orders in its own Market.

B.6 Example: on USD 100 of Confirmed Orders the platform fee is USD 0.80.

## C. Minimum monthly fee

Not used in this version: there is no minimum monthly fee.

## D. Peer Markets

D.1 Rates. The Market Owner sets the buyer-side fee rate and the seller-side fee rate that apply to each Confirmed Order in the Market.

| CONSTRAINT | VALUE |
|---|---|
| Buyer-side fee rate, allowed range | 0.0% to 10.0% of Confirmed Order value |
| Seller-side fee rate, allowed range | 0.0% to 10.0% of Confirmed Order value |
| Combined (buyer-side plus seller-side), minimum | 0.8% of Confirmed Order value |

The rates set by the Market Owner are shown to Members at Market joining and again at the Member's first fee-bearing action in the Market.

D.2 Collection on the Market Owner's behalf. TradeRings collects the buyer-side and seller-side fees from the Members on each Confirmed Order on behalf of the Market Owner.

D.3 Platform fee and remainder. On each Confirmed Order, TradeRings keeps, out of the Member fees actually collected on that order, the platform fee of 0.8% of the order value or, where less was collected, everything collected. The Market Owner receives everything collected above the platform fee, paid only out of fees actually collected. A Member fee that is not collected is owed by no one to anyone: TradeRings does not invoice the Market Owner for the difference, and nothing is paid to the Market Owner on it.

D.4 Late collection and reversal. A Member fee collected after the month in which the order was confirmed is applied to that order in the month it is collected, under D.3. A collected Member fee that is later reversed (for example a chargeback) is deducted from the next remainder payable to the Market Owner; where that is insufficient, the balance is carried against later remainders. It is not invoiced to the Market Owner.

D.5 Worked examples. Confirmed Order value USD 30,000 in each case.

**Example A.** Buyer-side 1.0%, seller-side 0.8%; both sides collected.

| STEP | AMOUNT (USD) |
|---|---|
| Fee from buyer (30,000 x 1.0%) | 300.00 |
| Fee from seller (30,000 x 0.8%) | 240.00 |
| Total collected | 540.00 |
| Platform fee kept by TradeRings (30,000 x 0.8%) | 240.00 |
| **Paid to the Market Owner (540 - 240)** | **300.00** |

**Example B.** Buyer-side 3.0%, seller-side 2.0%; both sides collected.

| STEP | AMOUNT (USD) |
|---|---|
| Fee from buyer (30,000 x 3.0%) | 900.00 |
| Fee from seller (30,000 x 2.0%) | 600.00 |
| Total collected | 1,500.00 |
| Platform fee kept by TradeRings (30,000 x 0.8%) | 240.00 |
| **Paid to the Market Owner (1,500 - 240)** | **1,260.00** |

**Example C.** As Example A, but the seller-side fee is not collected in the month.

| STEP | AMOUNT (USD) |
|---|---|
| Fee from buyer (collected) | 300.00 |
| Fee from seller (not collected) | 0.00 |
| Total collected | 300.00 |
| Platform fee kept by TradeRings | 240.00 |
| **Paid to the Market Owner (300 - 240)** | **60.00** |

If the seller-side fee is collected in a later month, the further USD 240.00 is paid to the Market Owner in that month.

**Example D.** Buyer-side 0.4%, seller-side 0.4%; the seller-side fee is not collected in the month.

| STEP | AMOUNT (USD) |
|---|---|
| Fee from buyer (collected) | 120.00 |
| Fee from seller (not collected) | 0.00 |
| Total collected | 120.00 |
| Platform fee kept by TradeRings (the lesser of 240.00 and 120.00) | 120.00 |
| **Paid to the Market Owner** | **0.00** |
| Invoiced to the Market Owner for the shortfall | nothing |

If the seller-side fee of USD 120.00 is collected in a later month, TradeRings keeps the further USD 120.00 of its platform fee for that order and nothing is paid to the Market Owner on it.

## E. Currency

E.1 All fees are invoiced and collected in USD.

E.2 Confirmed Orders in a currency other than USD are converted to USD at the rate TradeRings' bank (currently Citibank) quotes on the 1st of the month in which the invoice is issued. That one rate is used for every invoice, remittance and Originator Fee payment issued in that month. For a per-order Peer Market charge, the month is the month in which the charge is made.

E.3 TradeRings pays out in the currency each recipient chooses on the Platform. The recipient bears all transaction and conversion fees.

E.4 Where the Payment Instrument is denominated in a currency other than USD, conversion at settlement is performed by the card issuer or acquirer at the rate then in force; those conversion costs are for the Organisation's account.

E.5 Each invoice also shows the local-currency equivalent of its USD amounts at the rate in E.2 (for South African payers, ZAR). The USD amount is the amount due.

## F. Billing and remittance

F.1 Monthly invoice. After the end of each calendar month TradeRings issues the Market Owner one invoice in arrears, with these lines:

| LINE | SECTION |
|---|---|
| Platform fee, per Market | B |
| Network Fees, itemised per Network and per order line, only where the Network collects through the Platform | F.3 |
| Campaign Fees, itemised per Activating Account and per campaign, only where the Activating Account collects through the Platform | F.3 |
| Logistics fees, itemised per Logistics Provider, only where the Logistics Provider collects through the Platform | F.3 |
| Service cost recovery, one line per service switched on | I |
| Tax | H |

| EVENT | TIMING |
|---|---|
| Calculation | At calendar month end |
| Invoice issued | Within five business days of calendar month end |
| Payment, invoice total below USD 2,000 | Charged automatically to the Payment Instrument no earlier than seven calendar days after the invoice is issued, on the deduction date stated on the invoice |
| Payment, invoice total of USD 2,000 or more | USD SWIFT transfer to the TradeRings bank account stated on the invoice, all bank charges paid by the Market Owner (OUR), by the due date stated on the invoice, no earlier than seven calendar days after it is issued |

F.2 Peer Market Member fees. Buyer-side and seller-side fees are deducted from each Member's Payment Instrument at order confirmation. Each fee-paying Member receives a monthly statement within five business days of calendar month end. The Market Owner receives a monthly statement of fees collected, the platform fee kept and the remainder paid, and the remainder is paid within five business days of calendar month end.

F.3 Network, campaign and logistics fees. A Network Fee is set by the Network for each Market to which it grants access on its devices and pre-accepted by the Market Owner on the Platform; it is invoiced and collected through TradeRings only where the Network chooses to collect through the

Platform, otherwise the Network invoices the Market Owner itself. Every service provider fee is agreed with and charged to the Market Owner. A Campaign Fee, agreed in advance with an Activating Account, and a logistics fee, pre-agreed with a Logistics Provider, are invoiced and collected through TradeRings only where the provider chooses to collect through the Platform and the Market Owner has confirmed the fee there; otherwise the provider invoices the Market Owner itself and TradeRings plays no part. TradeRings collects each fee it invoices on behalf of the Account entitled to it, without margin, and remits the fees actually collected at the end of the month following the invoice month, once card or bank settlement has reached TradeRings, with a statement of the orders on which they were charged. The card or collection cost on a Network Fee, Campaign Fee, logistics fee or Peer Market line is deducted pro rata from the remittance to the Account entitled to it.

F.4 Part payment. Where an invoice is paid in part, the amount received is applied first to TradeRings' platform fee and service cost recovery, and then to the Network Fees, Campaign Fees and logistics fees on that invoice in proportion to their amounts.

F.5 Failed deduction. Where an automatic deduction fails, the failure is handled under clause 6.6(4) of the Agreement and the amount owed to TradeRings is treated as overdue under clause 6.9 of the Agreement.

F.6 Small balances. Where an invoice total is below USD 25, it is carried forward and charged when the balance carried reaches USD 25 or at the end of the calendar quarter, whichever comes first. This is not a minimum fee.

F.7 Cost of collection. The card processing fee on a charge to the Payment Instrument is TradeRings' cost of collection on its own platform fee and service cost recovery; on the lines in F.3 it is deducted as F.3 states. Bank charges on a SWIFT transfer are paid by the Market Owner (OUR).

## G. Sanctions timing

G.1 The escalating sanctions for non-payment are set out in clause 6.9 of the Agreement. The intervals are:

| STEP | INTERVAL |
|---|---|
| First sanction (prevent new trades) | 3 days after the fee first becomes overdue |
| Second sanction (suspend trading in the affected Market) | 7 days after the first sanction |
| Third sanction (suspend the Account) | 14 days after the second sanction |
| Notification of counterparties | At the time of, or following, the second sanction |

G.2 TradeRings will give written notice before each step and a reasonable opportunity to cure. For repeat offenders, TradeRings may shorten these intervals in proportion to the pattern of non-payment.

G.3 TradeRings enforces only payment of fees owed to TradeRings. It does not pursue Network Fees, Campaign Fees or logistics fees for the Account entitled to them.

G.4 TradeRings may remove any Account from the Platform at any time, without notice and without giving reasons. Fees, remainders and Originator Fees earned up to the moment of removal are paid, less any fees due to TradeRings.

## H. Tax

H.1 All amounts in this Fee Schedule are stated exclusive of value-added tax, sales tax or similar transactional taxes. Where such taxes are payable, they are added to the invoice, statement or per-order charge in accordance with applicable law.

H.2 Remainder, remittance and Originator Fee payments are made net of any withholding TradeRings is required by law to deduct. Originator Fees are inclusive of any value-added tax.

## I. Service cost recovery

I.1 WhatsApp Business integration and AI are options the Market Owner switches on or off for its Account, covering all its Markets.

I.2 When an option is off, there is no charge and no line on the invoice.

I.3 When an option is on, its cost is passed through to the Market Owner at cost, as one additional line per service on the monthly invoice. Each line is charged on a unit the Market Owner can count and check: per message, per order or per AI action, never raw token counts. The unit price is TradeRings' cost, reviewed from time to time and published on the Platform.

I.4 Service cost recovery lines are not platform fees and are not net platform fees (A.6). No Originator Fee is computed on them.

## J. No credit risk

J.1 Every onward payment (the Peer Market remainder, Network Fees, Campaign Fees, logistics fees and Originator Fees) is owed only out of fees TradeRings has actually received.

J.2 Nothing is owed to anyone on fees a Market Owner or Member has not paid.

## K. Future fee parameters

K.1 Tiers on the platform fee are reserved. Their introduction, and the introduction of any other new fee parameter, follows section A.3.