

LEAD INTERMEDIARY TEAM APPOINTMENT & INDEMNITY DEED (MULTI-PARTY TEAMS)

(One Lead Payee; Anti-Daisy-Chain; Bank-Grade; Cross-Pillar - Mining/Trade/Investment)

Document Control Header

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Related Standards/Policies: Intermediaries Page | MZRN-POL-004 (Agent & Introducer Policy) | MZRN-FRM-FIN-BAF-AGT-001 (BAF) | MZRN-FRM-CMP-PTU-001 (PTU) | NCNDA+IMFPA (AGT)

Change Log (Mandatory)

Date	Version	Summary of Changes	Reason
24 Jan 2026	v1.0	First issue	Prevent team disputes and daisy chains; enforce one-payee posture

1. Parties

1.1 **Mezzarion South Africa (Pty) Ltd**, including its affiliates, directors, officers, employees, and advisers (“Mezzarion”).

1.2 Lead Intermediary:

Payee Type (tick): Individual Company/Firm

Full Legal Name / Registered Name: _____

ID/Passport or Registration No.: _____

Country of Residence/Incorporation: _____

Address: _____

Email: _____ Phone: _____

AGID (if issued): _____

(“Lead Intermediary”).

2. Background and Purpose

2.1 The Lead Intermediary is engaged (or proposed to be engaged) by Mezzarion to introduce and/or support opportunities across mining, trade, and/or investment activities, under one or more agreements (including a NCNDA/IMFPA or other written engagement) (the “Engagement”).

2.2 The Lead Intermediary may work with a group of persons or entities (“Team Participants”).

2.3 This Deed exists to:

(a) confirm the Lead Intermediary as the **sole recognised lead and sole payee**;

(b) allocate responsibility for Team Participants to the Lead Intermediary; and

(c) protect Mezzarion against broker-chain claims, internal disputes, and payment diversion attempts.

3. Appointment and Sole Authority

3.1 The Lead Intermediary is the **sole intermediary** recognised by Mezzarion for fee entitlement and accountability under the Engagement, subject to Mezzarion’s written confirmations (including any fee confirmations).

3.2 No Team Participant has authority to bind Mezzarion, represent Mezzarion, issue mandates, negotiate commercial terms, provide payment instructions, or claim fees or protection from Mezzarion.

3.3 The Lead Intermediary warrants that it has the lawful capacity and authority to coordinate Team Participants and accepts full responsibility for their conduct in connection with the Engagement.

4. One-Payee Rule (Non-Negotiable)

4.1 The Lead Intermediary acknowledges and agrees that:

- (a) Mezzarion will pay intermediary fees (if any) **only** to the Lead Intermediary as a single payee;
- (b) payments will be made only to the verified bank account held in the Lead Intermediary's legal name, as per Mezzarion's **Payee & Banking Authorisation Form (BAF)**;
- (c) Mezzarion will not split payments among Team Participants, nominees, or third parties; and
- (d) any internal allocation, sharing, or distribution of amounts among Team Participants is solely the Lead Intermediary's responsibility and creates no liability for Mezzarion.

5. Team Participant Access and Controls

5.1 **Team Roster (Schedule 1A).** The Lead Intermediary shall maintain and submit to Mezzarion a Team Participant roster in the form of **Schedule 1A**. Only Team Participants listed in Schedule 1A and who have executed the PTU (and cleared screening where required) may be granted access."

5.2 The Lead Intermediary may request that Team Participants be granted limited access to calls and/or documents strictly on a need-to-know basis.

5.3 PTU Execution (Mandatory Pre-Access Condition).

The Lead Intermediary shall ensure that **each Team Participant** executes Mezzarion's **Deal Participant Undertaking (PTU)** (or such equivalent form as Mezzarion may require) **prior to** receiving any access to: (a) meetings/calls; (b) documents; (c) counterparty identities; or (d) transaction details. Mezzarion may, in its sole discretion, **refuse, restrict, suspend, or revoke** access for any Team Participant who has not executed the PTU and/or has not cleared required screening, without any liability to the Lead Intermediary or any Team Participant.

5.4 Mezzarion may (at its discretion) require any Team Participant to:

- (a) complete identification and screening checks (sanctions/PEP/adverse media); and
- (b) sign Mezzarion's **Deal Participant Undertaking (PTU)** prior to any access.

5.5 Mezzarion may refuse or revoke access for any Team Participant at any time, without creating any liability to the Lead Intermediary or any Team Participant.

6. No Assignment, No Daisy Chains, No Unauthorised Disclosure

6.1 The Lead Intermediary shall not assign, transfer, novate, or subcontract any rights or responsibilities under the Engagement to any Team Participant or third party without Mezzarion's prior written consent.

6.2 The Lead Intermediary shall not introduce additional brokers/intermediaries into the chain for the same scope, nor circulate Mezzarion documents or information to third parties without Mezzarion's prior written consent.

6.3 The Lead Intermediary shall ensure Team Participants do not contact Mezzarion's principals, banks, financiers, vendors, or counterparties in a manner that interferes with Mezzarion's direct relationships.

7. Indemnity (Core Protection)

7.1 The Lead Intermediary irrevocably indemnifies and holds harmless Mezzarion from and against any and all losses, liabilities, claims, demands, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) any claim by a Team Participant or any third party alleging entitlement to fees, commissions, mandates, introductions, compensation, or any other benefit from Mezzarion in respect of the Engagement;
- (b) any internal dispute among the Lead Intermediary and Team Participants relating to fee splits, credit attribution, or introductions;
- (c) any unauthorised representation, misstatement, or conduct by Team Participants (including mandate theatre, misrepresentation, or payment diversion attempts);
- (d) any breach by Team Participants of confidentiality, non-solicitation, compliance, sanctions/AML/anti-bribery obligations, or restrictions on disclosure/use of documents.

7.2 This indemnity applies whether the claim is alleged to be contractual, delictual/tortious, statutory, or otherwise and survives termination of the Engagement.

8. Non-Reliance and No Fee Rights for Team Participants

8.1 The Lead Intermediary confirms it will not represent to Team Participants that Mezzarion owes them any fee or recognises them as payees.

8.2 The Lead Intermediary shall procure that Team Participants acknowledge (via PTU or equivalent undertaking) that they have no fee rights against Mezzarion.

9. Remedies

9.1 The Lead Intermediary acknowledges that breach may cause irreparable harm. Mezzarion may seek injunctive relief, specific performance, and any other remedies available at law or equity, in addition to claiming under the indemnity.

9.2 Access Withholding and Breach.

Failure by the Lead Intermediary to comply with Section 5.2 (PTU execution) constitutes a material breach and entitles Mezzarion to immediately withhold or revoke Team Participant access and/or terminate the Engagement for cause, in addition to any other remedies available.

10. Governing Law and Dispute Resolution

10.1 This Deed is governed by the laws of the Republic of South Africa (unless the Engagement specifies otherwise in writing).

10.2 Any dispute arising from or in connection with this Deed shall be finally resolved by arbitration under **AFSA** rules, seated in **Johannesburg**, in English.

11. General

11.1 This Deed is incorporated into and forms part of the Engagement by reference (including as an annex/schedule where applicable).

11.2 Any amendment must be in writing and signed by both parties.

11.3 Counterparts and electronic signatures are permitted.

11.4 If any provision is held invalid, the remaining provisions remain in full force.

11.5 **Schedules.** The schedules form part of this Deed: **Schedule 1A (Team Participant Acknowledgement & Record)**.

SIGNATURES

LEAD INTERMEDIARY (AGID Lead / Authorised Signatory)

Name / Company: _____

Title (if company): _____

Signature: _____ Date: _____

FOR AND ON BEHALF OF MEZZARION (Authorised Signatory)

Name: _____ Title: _____

Signature: _____ Date: _____



SCHEDULE 1A — TEAM PARTICIPANT ACKNOWLEDGEMENT & RECORD

(No Fee Rights • One Lead/One Payee • Traceability for Multi-Party Teams)

Document Title: Schedule 1A — Team Participant Acknowledgement & Record

Document ID: MZRN-SCH-CMP-INT-1A-001

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Parent Document: Lead Intermediary Team Appointment & Indemnity Deed —

MZRN-DED-CMP-INT-001

Related Forms: PTU — **MZRN-FRM-CMP-PTU-001** | BAF — **MZRN-FRM-FIN-BAF-AGT-001** |

SDC (Ind/Corp)

1) Purpose

This Schedule 1A records the identity of Team Participants associated with a Lead Intermediary for a defined scope and confirms:

- (a) Team Participants may be granted controlled access (subject to screening and PTU execution);
- (b) Team Participants have **no fee rights** against Mezzarion; and
- (c) Mezzarion recognises **one Lead Intermediary / one payee** per scope.

2) Scope Reference

Lead Intermediary (AGID / Name): _____

AGID (if issued): _____

Opportunity Type (tick): Mining Trade Investment

TXID / Project Reference (if known): _____

Defined Scope Summary (brief): _____



Principals / Targets (optional, if permissible):

3) Team Participant Register (Access Only; Not Payees)

Each Team Participant listed below is recorded for traceability and controlled access only.

#	Team Participant Full Legal Name	Country	Email	Phone	ID/Passp ort No.	PTID (if issued)	Access Level Request (Call / View / Docs)
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1

2

3

4

(Attach additional pages if required.)

4) Mandatory Acknowledgements (Team Participants)

By signing below, each Team Participant confirms and agrees that:

4.1 No Payee / No Fee Rights. I am not a fee claimant and have **no right** to any commission, introducer fee, or compensation from Mezzarion arising from the scope above. Any internal arrangements are solely between me and the Lead Intermediary and create no liability for Mezzarion.

4.2 One Lead / One Payee Rule. I acknowledge Mezzarion recognises only one Lead Intermediary (and one payee) per scope and will not split payments or accept third-party payees.



4.3 PTU Pre-Access Condition. I acknowledge I must execute Mezzarion's Deal Participant Undertaking (PTU) and clear required screening prior to receiving any access to calls,

documents, counterparty identities, or transaction details. Mezzarion may refuse or revoke access at its discretion.

4.4 No Authority. I have no authority to bind Mezzarion, issue mandates, negotiate terms, distribute Mezzarion documents, provide payment instructions, or represent Mezzarion.

4.5 Confidentiality & Non-Interference. I will not disclose Mezzarion information or interfere with Mezzarion's relationships with principals/counterparties/vendors/banks/financiers/insurers.

Tick to confirm: Acknowledged

5) Team Participant Signatures

Team Participant #1

Name: _____ Signature: _____
Date: _____ Place: _____

Team Participant #2

Name: _____ Signature: _____
Date: _____ Place: _____

Team Participant #3

Name: _____ Signature: _____
Date: _____ Place: _____

Team Participant #4

Name: _____ Signature: _____
Date: _____ Place: _____

(Add signature blocks as needed to match the register.)



6) Lead Intermediary Confirmation

I confirm that the above individuals are Team Participants under my coordination for the scope referenced in Section 2, and that none of them are recognised as payees or fee claimants against Mezzarion.

Lead Intermediary Name / Company: _____

AGID (if issued): _____

Authorised Signatory Name/Title (if company): _____

Signature: _____ Date: _____

Place: _____

7) Mezzarion Acknowledgement (Optional: “Received” Only)

Mezzarion acknowledges receipt of this Schedule 1A for record and access-control purposes only. No rights, obligations, or fee entitlements arise in favour of any Team Participant.

For Mezzarion (Authorised Signatory):

Name: _____ Title: _____

Signature: _____ Date: _____

8) Notes / Internal Use (Do Not Complete Externally)

Screening Status: Pending Cleared Failed

PTU Executed: Yes No

Access Granted: Call-only View-only Docs (limited)

Exceptions Approved: None Yes (attach memo)