



MEZZARION KYT CHARTER

Know Your Transaction (KYT) Charter — Transaction Integrity for Mining, Trade, Investment & Financing Readiness

Document ID: MZRN-CHR-KYT-PUB-001

Reference ID: MZRN-CHR-KYT-PUB-001-REF-002

Version: v1.2P

Status: Public / Shareable (Controlled)

Effective Date: 08 February 2026

Review Cycle: Quarterly (or earlier upon material change to TFCS / TASI / PIS / EVMP / BCID Policy / DFC / UEPP)

Applies To:

- (i) all Mezzarion internal transactions across Mining, Trade, and Investment; and
- (ii) all external counterparties engaging Mezzarion for transaction coordination and financing-readiness support.

Document Owner: Group Compliance + TFRO (Trade) + Group Legal

Approver: Group CEO

Controlled Document: Yes — uncontrolled when printed or forwarded externally

Related Standards/Frameworks (internal): TFCS, TASI, PIS, EVMP, Dealflow Codex (DFC), UEPP, BCID Governance & Issuance Policy (MZRN-STD-ID-004), KYB/KYC Policy, Vendor/Buyer/Supplier onboarding standards.



Change Log (Mandatory)

Date	Version	Summary of Changes	Reason
20 Dec 2025	v1.1P	Prior public KYT Charter issued	Establish KYT spine and D0–D5
08 Feb 2026	v1.2P	Hardwired KYT into current Mezzarion control stack: BCID discipline, EVMP indexing, PIS/TASI alignment, stop-authority triggers, and explicit mapping to trade execution gating	Prevent drift between doctrine and execution; reduce fraud / settlement manipulation exposure



1) Purpose and Dual Use	4
2) What KYT Is (and What It Is Not)	4
3) KYT Principles (Non-Negotiables)	5
4) Where KYT Applies Across Mezzarion’s Pillars	6
A) Mining (internal)	6
B) Trade (internal and external)	6
C) Investment (internal)	6
5) KYT Authorization Spine (D0–D5)	6
D0 — Draft (No Trust)	6
D1 — Pre-Engagement Cleared (Serious Deal Threshold Met)	7
D2 — Pre-Shipment / Pre-Execution Authorized	7
D3 — Shipment / Dispatch / Mobilisation Release Authorized	7
D4 — Settlement Authorized (Settlement Path Locked)	7
D5 — Closed (Bank Pack Archived)	8
6) Serious Deal Threshold (How We Filter for Seriousness)	8
7) Change Control (Material Changes Trigger Re-Validation)	9
8) Financing Readiness and Payment Handling	9
9) BCID Discipline (Counterparty Reference Control)	10
10) Records, Confidentiality, and Data Protection	10
11) Outcome	11
Annexure A — Serious Deal Pack (Updated)	12
A) Counterparty & Role Disclosure	12
B) Deal Summary	12
C) Capability Evidence	13
D) Logistics & Custody Readiness	13
E) Settlement & Payment Intent	13
F) Compliance Declarations	13
G) What Happens Next	14
Annexure B — D0–D5 Quick Guide + TCT Metrics (Updated)	14
A) D0–D5 Quick Guide	14
B) Transaction Cycle Time (TCT)	15



1) Purpose and Dual Use

Mezzarion's KYT Charter serves two purposes:

1. Internal Operating Standard (Mining / Trade / Investment):

A single transaction integrity framework ensuring every Mezzarion deal is coherent end-to-end, deviation-controlled, auditable, and execution-ready — with explicit stop-authority when integrity or settlement risk appears.

2. External Financing Readiness Standard (Counterparties / Banks / Insurers / Investors):

A transparent statement of how Mezzarion qualifies and manages transaction files so institutions can review a deal as a bank-grade transaction, not a narrative.

Core statement: KYT is the control system that separates a “clean-looking file” from a transaction that a professional institution can stand behind.

2) What KYT Is (and What It Is Not)

- KYC/KYB establishes who a counterparty is (identity, ownership, baseline eligibility).
- KYT establishes what is happening inside a specific transaction as value moves through documents, logistics, custody, and settlement rails.

A counterparty may pass KYC/KYB and still fail KYT on a given deal. That is not a contradiction; that is the system doing its job.

KYT is not:

- a marketing filter (“sounds credible”);
- a paperwork ritual (“we collected PDFs”);
- a replacement for legal drafting;



- a substitute for operational controls (inspection, custody, insurance, settlement choreography).

3) KYT Principles (Non-Negotiables)

Mezzarion's KYT approach is built on seven principles:

1. Coherence: commercial story, documents, logistics trail, custody handoffs, and settlement path must reinforce each other.
2. Evidence: material assertions must be supported by verifiable documentation and milestone evidence (EVMP discipline).
3. Change Control: material mid-cycle changes must be explained, evidenced, and re-approved.
4. Default-Deny Authorization: transactions are not authorized to move value until authorization is explicitly granted.
5. Settlement Integrity: payer/beneficiary/banks/references must be aligned; no "third-party payee games"; no informal settlement.
6. Anti-Fraud Posture: bank details, release instructions, and payment instruments are authenticated; "soft clauses" and buyer-controlled payment triggers are rejected.
7. Audit-Readiness: every transaction must be capable of producing a complete, reviewable transaction file ("bank pack") on demand.



4) Where KYT Applies Across Mezzarion's Pillars

A) Mining (internal)

KYT governs integrity across origin and performance realities: chain-of-custody, assay/inspection alignment, custody handoffs, export readiness, and consistency of production claims with documentary evidence.

B) Trade (internal and external)

KYT governs contract-to-cash coherence: Incoterms, quantities, timelines, document packs (invoice/packing list/COO/inspection/insurance), shipping milestones, and routing logic; plus settlement integrity from instruction to reconciliation.

C) Investment (internal)

KYT functions as transaction truth management for execution: SPV/mandate clarity, use-of-proceeds alignment, disbursement conditions, milestone gating, enforceable controls, and auditable value movement.

5) KYT Authorization Spine (D0–D5)

Every transaction governed by Mezzarion KYT follows the same authorization states:

D0 — Draft (No Trust)

- File exists for information capture.
- No operational commitments.
- No settlement conversations beyond high-level route logic.
- BCID may be issued as Draft to begin controlled submissions.



D1 — Pre-Engagement Cleared (Serious Deal Threshold Met)

- Minimum seriousness threshold achieved.
- Counterparty identity and role disclosure initiated.
- Transaction is eligible for active resourcing.

D2 — Pre-Shipment / Pre-Execution Authorized

- Contract terms, documentary expectations, and execution plan are coherent and recorded.
- Key vendors (inspection/logistics/warehouse/escrow/insurance as applicable) are identified or appointed.
- Evidence pack index is live and structured.

D3 — Shipment / Dispatch / Mobilisation Release Authorized

- Shipment may be released/loaded/dispatched (or project mobilisation may commence) under the approved plan.
- Custody and quality controls are live.
- Release instructions controlled.

D4 — Settlement Authorized (Settlement Path Locked)

- Settlement path is locked and coherent (payer/beneficiary/banks/instrument wording/references aligned).



- Payment instrument acceptability confirmed where applicable.
- Settlement instructions may proceed.

D5 — Closed (Bank Pack Archived)

- Reconciliation complete; outcome confirmed.
- Transaction file archived with EVMP close-out discipline.

Control rules (hard):

- No Ship before D3.
- No Settle before D4.

6) Serious Deal Threshold (How We Filter for Seriousness)

Mezzarion engages only when a transaction meets a minimum seriousness standard. Before D1 clearance, we typically require:

- Clear commercial summary (commodity/spec, origin, volumes, Incoterms, timeline)
- Full role disclosure (seller, buyer, end buyer where relevant, agents/intermediaries, logistics and inspection parties, custody points)
- Declared settlement approach aligned to transaction terms
- Baseline counterparty due diligence (KYB/KYC and sanctions screening scope appropriate to the transaction)



- Agreement to change control and evidence requirements

Mezzarion may pause or decline engagement where transparency is refused, roles are unclear, settlement is incoherent, or the transaction story cannot be validated.

7) Change Control (Material Changes Trigger Re-Validation)

Trade and project execution evolves. KYT exists to control “story drift.”

Material changes trigger stop-and-validate and may roll the transaction back to an earlier authorization state (D-rollback), including:

- late-stage beneficiary or settlement detail changes
- unexpected third-party payment behaviour
- significant route/custody changes
- substitutions (counterparties, cargo, specs)
- documentary contradictions (e.g., origin/spec mismatches)
- instrument wording changes (especially “soft clause” introduction)

8) Financing Readiness and Payment Handling

Mezzarion’s KYT discipline is designed to produce transaction files that are reviewable by banks, insurers, and professional investors.

Mezzarion does not act as a custodian of client funds. Where escrow structures, bank instruments, or settlement rails are used, funds move through appropriately governed channels



consistent with the transaction structure, the agreed settlement mechanics, and applicable requirements.

Where a Payment Instrument is used:

- the issuer/format must be acceptable, and
- authentication steps may be required before mobilisation, and
- instruments containing subjective or unverifiable triggers may be rejected.

9) BCID Discipline (Counterparty Reference Control)

1. Mezzarion may assign a counterparty identifier (BCID) and require all submissions and commercial artefacts to reference that BCID.
2. All KYT submissions and deal-file artefacts must be stored and indexed under the BCID case file structure (EVMP discipline).
3. Failure to comply with BCID reference discipline may result in refusal to progress the transaction beyond D0/D1.

10) Records, Confidentiality, and Data Protection

Mezzarion maintains transaction records to support audit readiness, dispute resilience, and institutional review. Data is handled in line with confidentiality obligations and applicable data protection requirements.

- Sensitive documents (bank coordinates, settlement instructions, sanctions screening outputs beyond pass/fail) are restricted-access.



- Deal files are retained in controlled repositories with version discipline.

11) Outcome

The Mezzarion KYT Charter exists to ensure transactions are coherent, evidenced, deviation-controlled, and auditable — across Mezzarion’s mining, trade, and investment execution, and in any external financing readiness context where institutional review is expected.



Annexure A — Serious Deal Pack (Updated)

Purpose: Required for Mezzarion to activate a transaction at D1 (Pre-Engagement Cleared).

A) Counterparty & Role Disclosure

- Legal entity details (name, registration, jurisdiction, address)
- Authorised signatory + proof of authority
- Role clarity: seller/buyer/end buyer (if relevant)/agents/logistics/inspection/warehouse/escrow/insurance
- Full disclosure of intermediaries and contractual basis (no undisclosed principals)
- BCID reference once issued (or request for issuance)

B) Deal Summary

- Commodity/spec/grade and assay basis where relevant
- Origin/source and production/control context (high level)
- Volume + shipment plan (partials/batches)
- Incoterms, load/discharge points, intended route/ports/custody points
- Pricing basis (formula/benchmark), currency
- Timeline: readiness, shipment window, settlement window



C) Capability Evidence

Suppliers/producers: capacity/control evidence; site/stock/production proof appropriate to risk

Buyers/offtakers: proof of purchasing capability; destination/use case (high level)

D) Logistics & Custody Readiness

- Forwarder/shipping/trucking plan (if known)
- Warehouse/collateral management approach (if applicable)
- Inspection and sampling plan (who/where/when)
- Constraints: permits, export licences, port limitations, special handling

E) Settlement & Payment Intent

- Intended payment approach aligned to transaction terms
- Payer and beneficiary must match roles
- Any third-party payer/beneficiary must be pre-declared with contractual basis
- If Payment Instrument is proposed: issuing bank identity + format expectation + timing

F) Compliance Declarations

- Support KYB/KYC and sanctions screening requests
- Truthful, consistent representation across the deal file
- Agreement that material changes trigger KYT change control
- Confirmation: no bribes, kickbacks, facilitation payments, or hidden interests



G) What Happens Next

- Mezzarion opens a transaction file and assigns references (BCID / TXID as applicable)
- Pack is reviewed for coherence and financeability
- If accepted: transaction is activated at D1 and proceeds through D0–D5
- If not: missing information is requested or engagement is declined

Annexure B — D0–D5 Quick Guide + TCT Metrics (Updated)

A) D0–D5 Quick Guide

- D0: file opened, no commitments
- D1: serious deal, active resourcing
- D2: coherent plan, execution prep, evidence indexed
- D3: authorised to ship/mobilise
- D4: authorised to settle
- D5: closed and archived

Hard rules:

- No Ship before D3.
- No Settle before D4.



B) Transaction Cycle Time (TCT)

Mezzarion tracks velocity and reliability using KYT timestamps:

- E2S (Engagement-to-Ship): D1 → D3
- S2C (Ship-to-Close): D3 → D5
- E2C (Engagement-to-Close): D1 → D5

TCT is used internally to improve predictability and assess corridor/counterparty reliability over time.