



MEZZARION AGENT & INTRODUCER POLICY v1.1

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1. Purpose

This policy defines how Mezzarion engages with agents, brokers, and introducers (“Agents”) in all trading activities. It aims to:

- Prevent legal, reputational, and AML/sanctions risk from uncontrolled intermediaries.
- Ensure Agents are treated consistently and only rewarded for real, profitable business.
- Preserve senior time for high-value interactions.
- Integrate Agents cleanly into the Mezzarion Trading OS (Notion / future ERP).
- Maintain standards acceptable to banks, trade finance providers, and institutional partners.

2. Scope

This policy applies to:

- All individuals and entities who introduce potential buyers or suppliers to Mezzarion in exchange for commission.
- All products and corridors traded by Mezzarion.
- All Mezzarion legal entities and staff.

3. Definitions

- Agent / Introducer – Any person or entity that brings Mezzarion into contact with a potential buyer or supplier (“Principal”) in exchange for commission if business is concluded.
- Principal – The Buyer or Supplier with whom Mezzarion contracts directly.
- Strategic Partner – An Agent with proven track record and/or formal JV/mandate status, treated as a structured counterpart in a specific country/sector.



- Commission Agreement – Mezzarion’s standard Introducer/NCNDA agreement governing commission, non-circumvention, and compliance.

4. Core Principles

1. Principals Only

- Mezzarion contracts only with Principals (Buyers/Suppliers), never with Agents as counterparties for product.
- SPAs, FCOs, ICPOs, LOIs and related contracts are always between Mezzarion and the Principal.

2. Agents = Lead Sources, Not Customers

- Agents are sources of introductions, not customers.
- They are compensated for successful, paid business only, not effort, meetings, or “access”.

3. No Price-Sitting

- Agents are never embedded inside the price.
- Mezzarion sets its own commercial price directly with the Principal and pays Agent commission from Mezzarion’s side.

4. Performance, Not Promises

- No commission, retainer, or “success fee” is payable for unsigned deals, cancelled deals, or unpaid shipments.
- Commission is payable only when Mezzarion has received cleared funds from the Principal.

5. Policy Over Panic

- No deviation from KYC, credit, compliance, AML, or documentation standards is allowed because of agent pressure or “urgency”.



5. Agent Categories

Mezzarion classifies Agents into three categories:

1. Strategic Partner
 - Rare, high-value intermediaries with proven track record and/or formal mandates.
 - May have territory focus and deeper collaboration (JV, co-branding, long-term MOUs).
2. Registered Agent
 - Agents who have passed KYC/AML screening, are known to the company, and have signed a standard Commission Agreement.
 - Can introduce multiple Principals through formal schedules/annexes.
3. Unscreened / Noise Broker
 - Any new or unknown contact claiming to have “buyers” or “suppliers” without verifiable track record.
 - Interaction limited to initial filters. They are not given CEO time or ongoing access unless upgraded to Registered Agent.

6. Agent Due Diligence & KYC Requirements

6.1 Minimum Information (Pre-Screen)

Before any substantive engagement (calls, meetings, document exchange), the Agent must provide in writing:

- Principal's legal name and country of registration
- Product and spec
- Approximate monthly volume



- Preferred Incoterm
- Preferred payment method (SBLC, LC, escrow, prepay, etc.)

If the Agent cannot provide this, engagement stops.

6.2 KYC on the Agent (Global Minimum Standard)

To become a Registered Agent, the following KYC is required:

If the Agent is an individual:

- Clear copy of valid government-issued photo ID (passport or national ID).
- Proof of residential address (utility bill, bank statement, or similar document, not older than 3 months).
- Bank account details in the Agent's own name (no third-party accounts).
- Basic CV or professional profile (LinkedIn acceptable) showing relevant background.

If the Agent is a company / firm:

- Certificate of Incorporation / Registration.
- Memorandum & Articles (or equivalent constitutional document).
- Shareholder / Beneficial Owner list identifying natural persons who own or control $\geq 25\%$.
- Valid IDs for each beneficial owner and controlling director.
- Registered address and proof of address (e.g. company bank statement, lease, utility bill).
- Bank account details in the company's name.

6.3 Screening

All proposed Registered Agents must be screened for:

- Sanctions (UN, US, EU, UK, and other relevant lists).



- PEP (Politically Exposed Person) status for key individuals/UBOs.
- Adverse media (fraud, corruption, money laundering, serious crime).

If serious red flags appear, the Agent is not onboarded or is escalated for CEO/Compliance review.

7. AML / Sanctions / Anti-Bribery Requirements

1. Compliance Commitment

All Agents engaged by Mezzarion must agree in writing to comply with:

- Applicable anti-money laundering (AML) and counter-terrorist financing laws,
- Applicable sanctions regulations (UN, US, EU, UK, and any other relevant regimes),
- Applicable anti-bribery and anti-corruption (ABC) laws (including prohibitions on bribery, kickbacks, facilitation payments).

2. Prohibited Conduct

Agents are strictly prohibited from:

- Offering or making any payment, gift, or advantage to government officials or private persons to secure business for Mezzarion.
- Using commission payments from Mezzarion to fund bribery, kickbacks, or unlawful incentives.
- Involving any sanctioned individuals, entities, or jurisdictions in Mezzarion-related transactions.

3. Payment Controls

- Commission may only be paid to bank accounts held in the name of the Agent (individual or company) that passed KYC.



- Payments to third-party accounts, anonymous accounts, or accounts in high-risk jurisdictions require explicit written approval by the CEO and future Compliance Head (once appointed) and must be exceptional.
- No commission payments are made in cash or crypto.

4. Ongoing Monitoring

- Agents may be re-screened periodically (at least every 24 months, or sooner if risk indicators appear).
- If an Agent or its UBOs become sanctioned, or serious adverse media emerges, the relationship is suspended immediately pending review.

8. Onboarding Agents (Process Summary)

1. Initial Filter:

- Agent provides minimum Principal details (Section 6.1).
- If they refuse to provide even basics, engagement stops.

2. System Entry:

- Serious Agents are created in the Counterparties database with Segment = Agent and assigned a BCID.

3. KYC & Screening:

- Required documents collected (Section 6.2).
- Sanctions and adverse media checks run (Section 6.3).

4. Upgrade to Registered Agent:

- If KYC/screening is acceptable, Mezzarion signs its standard Commission Agreement with the Agent.
- Agent's status in the system set to Registered Agent.



9. NCNDA / Non-Circumvention Rules

1. No Third-Party NCNDA Templates:

- Mezzarion does not sign external NCNDA templates.
- No blind NCNDAs (no named Principal) and no clauses prohibiting Mezzarion from doing business in entire regions/sectors.

2. Mezzarion Introducer/NCNDA Only:

- Mezzarion uses its own standard Introducer/NCNDA Agreement.
- One master agreement per Agent.
- Each introduced Principal is listed in a Schedule/Annex with:
 - Legal name
 - Country
 - Product(s)
 - Effective date of introduction

3. Pre-NCNDA Info Requirement:

- No Introducer/NCNDA is signed without at least the Principal's:
 - Legal name and country
 - Product & approximate volume
 - Basic payment structure

4. Scope & Duration:

- Non-circumvention applies only to:



- Specific named Principals,
 - For specified product(s) and territory(ies),
 - For a limited period (e.g. 12–24 months).
- Mezzarion remains free to work with other Principals and Agents in the same markets via independent channels.

10. Commission Rules & Caps

10.1 Structure

- Commission is defined as a clear per-MT rate and/or percentage of gross invoice value, agreed in the Commission Agreement or its Schedules.

10.2 Hard Cap (Bank-Grade Discipline)

To avoid “commission theatre” and broker chains:

- The total aggregate commission payable to all Agents combined on any single shipment is capped at **Mezzarion Commission Policy Maximum**.
- How multiple agents split that amount between themselves is their internal problem, not Mezzarion's.
- Mezzarion will normally pay only one primary Agent (or named entity) and will not manage sub-splits.

10.3 Trigger

Commission is payable only when:

- Mezzarion receives cleared funds from the named Principal for a qualifying shipment, and
- The Principal is listed in an active Schedule under the Agent's Commission Agreement, and



- The Agent issues a valid commission invoice consistent with the agreed structure and cap.

No commission for:

- Unpaid, reversed, or cancelled shipments.
- Deals that fail due to misalignment on price, terms, or KYC.
- Principals Mezzarion was already dealing with before the Agent's introduction (pre-existence determined by internal records).

11. Meeting & Access Rules

1. No Pre-Meet Theatre

- Mezzarion does not hold repeated “alignment” meetings with Agents who cannot provide basic Principal details.
- CEO time is reserved for deal-critical conversations.

2. Principal Presence

- For any substantive call about a specific deal, the Principal (or its decision-maker) must be present.
- Meetings with only Agent(s) and no identified Principal are normally declined.

3. Agenda & Time Cap

- Every meeting must have a clear objective (e.g. confirm payment structure, agree pilot volumes).
- Default time cap: 30 minutes.

12. System Logging & Transparency



1. Agent Records

- All Agents are maintained in the Counterparties database with:
 - Segment = Agent
 - KYC status and documents
 - Links to all Principals they introduced (Introducing Agent relation).

2. Deal Attribution

- For each Contract or Trade resulting from an Agent's introduction, the Introducing Agent field is populated.

3. Document Storage

- All signed Commission Agreements and Schedules are stored and linked to:
 - The Agent's Counterparty record, and
 - Each relevant Principal's Counterparty record.

4. Retention

- Agent records, agreements, and related communications are retained for at least 7 years after the end of the relationship, or longer if legally required.

13. Misconduct, Monitoring & Termination

1. Grounds for Termination Include:

- False or misleading information about Principals.
- Attempts to interfere with Mezzarion's direct relationship with Principals.

- Demands for payment contrary to this policy or the signed Commission Agreement.
- Any involvement in bribery, corruption, sanctions breaches, or serious AML concerns.

2. Monitoring:

- Agent performance and conduct may be reviewed periodically (at least every 24 months).
- Agents with repeated disputes, poor behaviour, or weak performance may be downgraded or terminated.

3. Effect of Termination:

- Future introductions are not accepted.
- Existing non-circumvention commitments for already-introduced Principals remain valid until their scheduled expiry, unless the Agent's conduct constitutes material breach.

14. Exceptions

- Any deviation from this policy (e.g. higher commission, unusual payment method, wider non-circumvention) must be:
 - Explicitly justified in writing, and
 - Approved by the CEO (and future Compliance Head when appointed).
- Exceptions must be recorded and linked to the relevant Agent and Principal records.