



# **MEZZARION AGENT & INTRODUCER POLICY v1.1**

(Effective from 1 Jan 2026)



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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:

Max USD 5.00 per metric ton (USD/MT)

AND

Max 0.50% of the gross invoice value,

whichever is lower.

- 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.