



 **BECOME AN INTRODUCER**

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**“Either run the day or  
the day runs you.”**

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## INTRODUCERS' AGREEMENT

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This document sets out the sole and exclusive manner by which Echelon Associates contracts with agents and introducers who wish to represent and promote the business opportunities, products and services of Echelon and its affiliates. Echelon does not pay introductory fees, commissions or profit-share dividends to any party who has not signed this Agreement.

This Agreement may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission, e-mail delivery, or digitally upon the Echelon Associates Groups' websites, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, e-mail or digital signature were an original thereof.

The Introducer now wishes to enter into a commercial relationship with Echelon Associates whereupon the Introducer will raise funds, inward investment and explore new business opportunities for Echelon Associates, and therefore the Parties agree as follows:

## 1. DEFINITION AND INTERPRETATION.

Save where the context requires otherwise, the following expressions shall have the following meanings:

- 1.1. "I.A." shall mean this agreement and its appendices, annexures and addenda in their entirety.
- 1.2. "Contracted Fund Recipients" shall mean all and any companies, corporations, trusts, charity organisations, family offices, banks, or financial institutions that have contracted with Echelon Associates in order for Echelon to provide Fundraising Activities.
- 1.3. "Downline" shall mean all accredited third- party agents, sub-agents and brokers that fall under the management and control of the Introducer that introduce the products and services of the Echelon Associates Group to third parties.
- 1.4. "Financial Schedule" shall mean the schedules hereto attached "Annexure A"; listing and describing the quanta of the commercial agreements between the Parties as well as all and any financial data concerning, profit-share, dividend or any other such payments to be paid to the Introducer in terms of the sale of Echelon's contracted products and services, and any introductions made to Echelon by the Introducer.
- 1.5. "Fundraising Activities" shall mean all and any sales and marketing services provided to Contracted Fund Recipients to include but not limited to online, digital, social media, lead generation, tele-sales, website design, copywriting and editorial.
- 1.6. "Investors" shall mean any third party that is not a party to this I.A. who/that has interest in investing, potentially investing or doing business in whatsoever manner with Echelon or any of it's Contracted Fund Recipients as a result of the relationship between the Parties to this I.A.
- 1.7. "Persons" shall include natural persons and all bodies corporate, including but not limited to; trusts, funds, charities, companies, partnerships, credit unions and organizations.

## 2. PREAMBLE.

- 2.1. Echelon has agreed and executed sales and marketing agreements with a number of international companies trading in diverse market sectors. In some cases, the agreements are in the form of sole and exclusive mandates and/or master agent mandates. At any point in time Echelon shall represent a number of global investment opportunities on its website that shall include and give access to:
  - 2.1.1. A description of the company offering the investment opportunity (the "Contracted Fund Recipient").
  - 2.1.2. A Term Sheet detailing:
    - 2.1.2.1. the annual interest offered to the investor,
    - 2.1.2.2. the term of the investment in years,
    - 2.1.2.3. the maturity date,
    - 2.1.2.4. any early redemption opportunities and/or penalties,
    - 2.1.2.5. a description of the company offering the investment opportunity,
    - 2.1.2.6. all and any information relating to the listing, ISIN, SEDOL and stock exchange information available,
    - 2.1.2.7. a full Investment Memorandum describing the investment opportunity and those offering it in detail.
- 2.2. The Introducer has significant experience and knowledge in the field of private equity funding, financial instruments and securities and wishes to introduce Investors to the Echelon Associates Group and the Contracted Fund Recipients.

## 3. EXCLUSIVITY.

Unless otherwise prescribed by Echelon (at its entire discretion), or as specifically prohibited in terms of any Financial Instrument or Joint Venture Agreement that the Echelon Associates Group may offer from time to time, the Introducer shall not be bound by territory or region and may trade, sell, recruit, promote and market in any territory, region or language they wish, subject to the express provision that they will be prohibited from recruiting, approaching or trading with any party previously or currently engaged or contracted with any member of Echelon or any other of their Introducers.

## 4. NON-CIRCUMVENTION AND CONFIDENTIALITY.

- 4.1. The Introducer, their assigns, agents, associates, employees affiliates or any other connected party thereto, separately, individually and in the case of a limited company all Directors and Introducers acting joint and severally hereby agree that they or their Corporate, Subsidiaries, Employees, Agents or Consultants will not make any contact with, deal with or otherwise involve in any transaction whatsoever any party, and for the avoidance of doubt any Contracted Fund Recipient introduced by or contracted to Echelon without the written consent of the Board of Directors of Echelon Associates.

- 4.2. The Introducer expressly agrees not to entice, involve, transact, or cause any third party to transact with any Contracted Fund Recipient, bank, market maker, trader, agency, financial institution, financial advisor, custodian, trustee, risk management company or any other entity already contracted with Echelon (or any other entity that has been introduced to the Introducer by any member of Echelon) into any business or financial transaction not authorized by the Board of Directors of Echelon. Breach of this clause shall result in the non-payment of any profit-share, fees or commissions due to the Introducer by Echelon and could lead to a claim for damages by Echelon in terms of lost revenue and damage to its Intellectual Property and Confidential Network.
- 4.3. The Introducer will maintain complete confidentiality regarding Echelon's business sources and/or their affiliates and will disclose data, information and contact details only to named parties pursuant to the express written permission of the Board of Directors of Echelon and the Introducer will not in any way whatsoever, circumvent or attempt to circumvent Echelon or any of the Parties involved in any of the transactions.
- 4.4. All names and details of Banks, Participating Corporations, Clients, Contracting Parties, Traders, Risk management companies etc. shall remain confidential throughout the duration of this I.A., and for 5 years afterwards, by way of example, any names, telephone numbers, telex, fax, e-mail or other details.
- 4.5. Each Party agrees with the other Party that upon breach of this I.A. the party in default will pay to the other Party's legal expenses that would involve the recovery of these funds.

## 5. TAX, VAT AND FINANCIAL REGULATION.

- 5.1. In terms of the payment of dividends, profit-share, fees or commissions to the Introducer, no VAT/IVA/Sales tax or Withholding Tax is raised or charged by Echelon, and in the event of a change in regulation or of a directive or ruling in this respect each Party to be responsible for their own resulting tax implications and charges in the future in this regard. It is strictly and specifically agreed between the Parties to this I.A. that all and any payments made by Echelon to the Introducer shall be deemed to include (or have included) all and any relevant tax payments should it be, have been in the past, or become chargeable now or at any time in the future.
- 5.2. Unless obliged to do so by law, Echelon shall withhold no income tax, capital gains tax, corporation tax, share dividend tax, withholding tax, and therefore the Introducer shall be solely and exclusively responsible for their own tax affairs and payments. In the event the Introducer is required to hold licenses, regulatory permissions/authorities or government permissions to trade or promote in certain securities, stocks, assets or commodities in their chosen trading location and jurisdiction; the Introducer hereby claims to hold them, that they are legally valid, and holds Echelon harmless in the event they do not.
- 5.3. In the event Echelon is instructed and ordered by a competent court or by enacted legislation to deduct or retain any charge, tax, duty, regulatory fee or any other such deduction from funds due to the Introducer, the Introducer agrees to hold Echelon harmless and shall not look to Echelon for any additional recompense due to the deduction.
- 5.4. The Introducer has fully read and understands the Regulatory Notices on all Echelon products and financial instruments and shall contain themselves to financial promotions according to the limits such notices contain.

- 5.5. Notwithstanding the abovementioned, Echelon itself, only directly markets to qualified Persons who are either High Net Worth, Regulated Financial Service Companies, or Experienced/Sophisticated Investors, Limited Companies, Financial Institutions, Fund and Pension Managers/Trustees with a high level of understanding of Echelon's business sector. For the sake of clarity Echelon does not promote to, accept investment or applications from residents of the United Kingdom or the United States. All applications from the U.K. or USA are processed by Echelon's associate company Money-Link Financial Ltd.
- 5.6. By the Introducer's signature hereto they confirm they have studied and understand the Echelon Associates website and all of the websites, Investment Memoranda and Term Sheets published by the Contracted Fund Recipients.
- 5.7. From time to time Echelon shall appoint specialist corporate governance, regulatory oversight and network control consultants to ensure that all promotions, marketing campaigns, sales programs, point of sale material, media campaigns and advertisement are conducted in an ethical and moral manner and do not breach any jurisdictional financial regulations. In this respect, the Introducer shall explicitly follow the directions, instructions and guidelines as set out by such specialist as if they were a signed ruling and resolution made by the Board of Directors of Echelon. Nothing in this clause 5.7 shall absolve the Introducer from conducting their promotions in a legal and regulated manner from both a financial promotion and GDPR aspect.
- 5.8. The Introducer hereby declares that they have read and understand all of Echelon's and the Contracted Fund Recipient's contractual documentation, and in particular have specifically understood the requirement that a Qualifying Agreement is signed by any potential investor at all times and without exception before all and any verbal discussion or written correspondence concerning Echelon's or Contracted Fund Recipient's respective businesses; the Introducer shall ensure that they have obtained the potential investor's signature on a qualifying document and forwarded it to Echelon. In the alternative the potential investor may visit the Qualifying Section of the respective Echelon or Contracted Fund Recipient website and complete the self-certification process thereon. The Parties hereby agree that no payments will be paid on any business whereupon the prospective investor did not sign this document or webpage as a precursor to any discussions and negotiations. A digital copy of such document is available on the Echelon website, and is available upon request at: [info@echelon-associates.com](mailto:info@echelon-associates.com) and can be completed online by a prospective investor.
- 5.9. The financial promotion of any business opportunity or financial instrument may be restricted by law in certain jurisdictions. No action has been taken by Echelon that would permit a public offer of stock, shares, securities, bonds or debentures in any jurisdiction. Distribution, promotion, marketing or the transmitting of any financial data, term sheets, investment memoranda, specimen agreements, specimen financial instruments or the promotion or marketing of any website may require regulatory permissions in the Introducer's jurisdiction, and therefore the Introducer should inform themselves about, and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. It is the Introducer's responsibility to satisfy themselves as to the full observance of the laws of their jurisdiction in connection therewith and including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.
- 5.10. No Person or member company of Echelon is authorised and/or regulated to supply of give financial advice, and accordingly the Introducer shall refrain from doing so unless properly authorised and regulated in their own right.

- 5.11. The Introducer understands and agrees that the value of investments may fluctuate, and any Investor may not get back the full amount of their investment. Past performance does not necessarily guarantee future performance and does not represent or warrant any future performance. Echelon does not under any circumstances present, promote or recommend that any investment or transaction with Echelon is suitable for any given person or body-corporate.
- 5.12. Insofar as Echelon offers third-party financial instruments as a vehicle to invest into the business models of Contracted Fund Recipients, it is important for the Introducer to understand the regulatory framework surrounding both Echelon's and the Contracted Fund Recipients' products and services, and those of the authorised and regulated service providers that it contracts with. The Introducer agrees that they have read, understand and are fully conversant with the contents of paragraph 5.13 below, and agree to abide by the terms therein described.
- 5.13. Regulatory Notes.
- Echelon or the Contracted Fund Recipients it contracts with, may offer bonds, corporate bonds, equities or securities, listed stocks or shares or other Financial Instruments. Some of these financial instruments may or may not be offered via tax-free vehicles or pension products. In the event that any such investment may be held in such wrappers, and such wrappers or schemes may be managed by a Person authorised and regulated by the Financial Regulator in their own or in an investor's jurisdiction. It is incumbent on the Introducer to inform the investor, that this fact alone does not give the Investor any protection under any financial services compensation scheme or guarantee.

## 6. PROFIT-SHARE, DIVIDEND AND OTHER PAYMENTS.

- 6.1. Payments made by Echelon to the Introducer shall fall into one of three categories:
- 6.1.1. Through-The-Door – whereupon the Introducer shall sell the data, client information and all and any rights to future commissions and profit-share in relation to the investor to Echelon for a one-off single payment within 14 (fourteen) days of the investment amount clearing in the Echelon or Contracted Fund Recipients' bank account.
- 6.1.2. Trail Income – whereupon the Introducer shall retain ownership of the data, client information and all and any rights to future commissions and profit-share in relation to the investor and shall receive a monthly percentage profit share calculated upon the capital amount invested by the investor.
- 6.1.3. Trade Profit Share – whereupon the Introducer shall receive a percentage of all and any profits generated by the investors capital calculated on a pro rata basis with Echelon and the respective Contracted Fund Recipient.
- 6.2. The specific quanta, commercial terms and conditions shall be listed and described in The Financial Schedule attached hereto "Annexure A".
- 6.3. All payments are made on a best-endeavors basis. Specifically it is agreed that should any Contracted Fund Recipient default, pass into administration or fail in their obligations to their creditors or Echelon, or incoming payments fail by any measure of Force Majeure or market collapse, then Echelon shall not be obliged to make any payments to the Introducer under this I.A. until such time as such contracted payments are recovered in full, and if such contracted payments are not so recovered Echelon shall have no obligation to make any payment to the Introducer.

- 6.4. Echelon's obligation to pay commission and/or profit-share payments are based upon the agreement that the Introducer is introducing a Contracting Party to invest into Echelon's Contracted Fund Recipients by entering into an Equity Purchase, Securitised Debt instrument or Trade Finance Programme.
- 6.5. All payments shall be subject to:
- 6.5.1. The investor signing all the required contractual documentation and such documentation being forwarded to Echelon and/or the Contracted Fund Recipients (or their assigns) as the case may be, for their signed authorisation, (hereinafter known as a "The Submitted Contract").
- 6.5.2. The investor finalising the agreement and paying the full financial consideration, (hereinafter known as a "Completed Contract").
- 6.6. It is strictly agreed that in the event of Echelon refunding, cancelling or renegotiating any Submitted Contract or Completed Contract due to misrepresentation, regulatory matters or misconduct all and any payments owed or paid in terms of that introduction shall be cancelled and/or clawed back from future payments owed to the Introducer. All payments are subject to subsequent adjustment for returns, cancellations, and such other events as required by Echelon and/or a Contracted Fund Recipient in order to make a payment back to an investor; such adjustments can be applied at any time by Echelon at their sole and entire discretion.
- 6.7. In the event the Introducer does not have sufficient future payments due the Introducer hereby indemnifies Echelon against all and any loss either financial or reputational and shall immediately be liable to repay all and any financial amount owed in terms of any refund to an investor made by Echelon and/or a Contracted Fund Recipients
- 6.8. The Financial Schedule shall contain banking reference codes that must accompany every payment made to a Echelon or Contracted Fund Recipients' nominated account by any investor.
- 6.9. In the event that as a result of adjustments as contemplated and abovementioned in clause 6.5 the Introducer owes Echelon a payment at the end of any month, Echelon shall have the option of either:
- 6.9.1. carrying such negative balance to the following month and offsetting it against income in the following month, or
- 6.9.2. provide the Introducer with an invoice requiring the Introducer to pay Echelon the amount of such negative balance within ten (10) business days of receipt of the invoice. In the event the Introducer is in default of the required payment term the default penalty interest shall be equivalent to 10% (ten percent) per annum.
- 6.10. The Introducer entering into this I.A. has been introduced to Echelon by another Introducer and the relationship formed between those two Introducers and Echelon, and further, the ongoing relationships formed by subsequent introductions of both new Introducers and new investors (both being "Contracting Parties") shall form the "Downline".
- 6.11. The Downline relationship formed between all parties is hierarchical in nature, the most senior party being Echelon, and then the Downline shall form a 'waterfall' of profit-share and/or fees and/or commission payments to introducers. The Downline map showing Introducer positioning shall be made available on the private Echelon area of the Echelon website.

## 7. BUSINESS RELATIONSHIP.

- 7.1. The granting of this I.A. is consistent with the understanding that the Introducer is considered a third-party entering into a commercial relationship as an Introducer of business to Echelon and not an employee.
- 7.2. The Introducer hereby declares and covenants that they shall comply with all national, and local laws relating to business permits, regulatory permissions and licenses of any kind that may be required to carry out the business and tasks to be performed under this I.A.
- 7.3. The Introducer is not required by Echelon to incur any costs or expenses pursuant to this I.A. If the Introducer does incur any costs and expenses, including but not limited to premiums for insurance of any kind, hiring assistants, rent, IT costs, website hosting, income tax, national or health insurance, or local and national taxes due relating to income received from Echelon, the Introducer agrees to pay them, and not seek reimbursement from Echelon.
- 7.4. No payment or withholding of any national, local, city or other payroll or employment taxes, relating to income received from Echelon will be made by any member of Echelon. The Introducer hereby agrees to indemnify and hold harmless Echelon should any claim related to but not limited to expenses, insurance or the lack thereof and/or taxes be made by anyone, including any governmental authority.
- 7.5. The Introducer is not entitled to receive such benefits as medical insurance, life assurance, paid vacation or holidays, pension or profit-sharing benefits, deferred compensation or any other similar benefits.

## 8. LOGOS, TRADING STYLES AND IP.

- 8.1. The Introducer is granted the right to use Echelon's printed documentation and to access private areas of Echelon's websites and domains, subject to the sole and exclusive intention being to display, promote and market the fact that the Introducer is associated with and promoting the products, business opportunities and Contracted Fund Recipients associated with Echelon. At no time shall the Introducer hold themselves out to be a director or an employee of Echelon or a Contracted Fund Recipients.
- 8.2. In the event that the Introducer wishes to custom design a document or point of sale material utilizing any of Echelon's or Contracted Fund Recipients' names, trademarks, logos, trading styles, point of sale material, sales and marketing documentation or any market specific data, the document concerned shall be forwarded to Echelon for their immediate perusal, whereupon Echelon shall at their sole discretion either permit or deny the use of such document in writing to the Introducer.
- 8.3. As a general rule and condition of this I.A. only documents held on Echelon's or Contracted Fund Recipients' official websites may be utilised.

## 9. PROCESS AND DATA.

- 9.1. The Introducer cannot hold any member of Echelon responsible for the loss of profit, interest, dividend or remuneration of any kind or for any expense, work, effort and/or hardship that is or seemingly is encountered in its association with Echelon or a Contracted Fund Recipient under this I.A.
- 9.2. Echelon retains the right to control any promotion activities to ensure that they are consistent with their best interests. Echelon retains the right to establish policies to stay within local or national regulation, enhance business and/or customer relations for both the Introducer and Echelon and to establish other business procedures consistent with these goals and the Introducer agrees to pursue these procedures and policies to the best of their ability.
- 9.3. It is understood that the Introducer may receive proprietary and sensitive information from Echelon and/or a Contracted Fund Recipient and may during the course of business with Echelon be given access to confidential information. The Introducer agrees that they shall not divulge such information to anyone other than Echelon during the term of this I.A. and for a period of 5 (five) years from date of the termination of this I.A.
- 9.4. As and when the Introducer introduces an investor and upon the subsequent payment of commission or profit-share by Echelon to the Introducer; Echelon may use the resulting data to facilitate the Investor's transactions on behalf of the Introducer
- 9.5. Notwithstanding clause 9.4 abovementioned, no member of Echelon shall attempt in any way to circumvent the Introducer, or to do business with any investor that has been introduced by the Introducer for the duration of this I.A. unless the Introducer has specifically authorised such transaction by the sale of client data and acceptance of a Through-The-Door commission fee.
- 9.6. The Introducer agrees that they will not solicit or cause to be solicited in any way any person, entity, company or trust that has previously been in contact with, or their data supplied by any Person, Associate or member of Echelon for any business that competes with Echelon or its Contracted Fund Recipients during the term of this I.A. and for a period of 3 (three) years after the termination of this I.A.
- 9.7. The Introducer further agrees that they will not send email-spam and more specifically that they will not send e-mails to unknown individuals to solicit their business in terms of Echelon's business or that mention Echelon's name, and the Introducer shall remain within the GDPR framework and legislation.
- 9.8. The Introducer may not assign this I.A. in its entirety or in part without the prior express written permission of Echelon.
- 9.9. All actions and omissions performed by any member of the Introducer's Downline(s) (for the sake of clarity to include all agents and employees falling under the Introducer's control) shall be treated as if performed by the Introducer, and therefore the Introducer shall have full responsibility thereto. Any breach of the terms and conditions of this I.A. by an agent or employee of the Introducer shall be considered a breach by the Introducer and therefore the Introducer shall be legally bound and liable under this I.A.

## 10. BREACH, TERMINATION AND JURISDICTION.

- 10.1. This I.A. is governed by English Law and accordingly the Courts of London, England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with, this I.A. Accordingly, any proceeds relating to, or in connection with this I.A. may be bought only in such courts.
- 10.2. The Term of this I.A. shall commence upon execution hereof and shall continue for successive one-year periods until terminated as provided below.
- 10.3. The Introducer may terminate this I.A. upon 30 (thirty) days written termination notice to Echelon, in which case this I.A. will terminate at the end of such notice period.
- 10.4. Echelon may terminate this I.A. upon 30 (thirty) days written termination notice to the Introducer; in which case this I.A. will terminate at the end of such notice period.
- 10.5. In the event that the Introducer or a member of their Downline commits a material breach of this I.A. and Echelon notifies the Introducer of such breach in writing, the Introducer shall have a period of 14 (fourteen) days to remedy such breach. In the event that such breach is not remedied to Echelon's satisfaction at the end of such period, Echelon may terminate this I.A. upon 5 (five) days prior written notice.
- 10.6. In the event that the Introducer breaches any of the provisions of this I.A. or commits a serious breach of this I.A. in terms of fraud, theft, repeated misrepresentation or the payment of any proceeds into an account not specifically indicated by Echelon, then Echelon may terminate this I.A. without giving notice of breach or an opportunity to remedy to the Introducer on 1 (one) day's prior written notice. In the event of a termination pursuant to this paragraph, Echelon and the Echelon Associates Group will have no obligation to pay the Introducer for commissions that accrued prior to the termination until such time as a competent court has ruled in the matter.
- 10.7. In the event of a termination of this I.A. by the Introducer and/or Echelon pursuant to clauses 10.3. and/or 10.4. Echelon shall continue to make all payments as and when due so long as the Introducer is in compliance with the terms and conditions of this I.A. all payments shall survive as long as is necessary to complete the payments required to pay the full outstanding funds owed to the Introducer.
- 10.8. In the event of constant and persistent misrepresentation by the Introducer to Contracting Parties, Echelon reserves the right to immediately suspend this I.A. and to serve the Introducer with a cease and desist notice pending an investigation during which Echelon shall contact all existing Contracting Parties of the Introducer to ascertain the veracity of the claim(s). In the event of persistent and intentional misrepresentation in order to achieve financial gain, the Echelon Associates Group reserves the right to bring litigation against the Introducer for both past and future consequential and reputational loss.
- 10.9. The provisions of clauses 4 and 5 in their entirety, 9.4 and 9.7 shall survive the termination of this I.A.
- 10.10. The Introducer acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice prior to entering into this I.A.
- 10.11. If any provision of this I.A. is held by any court of competent jurisdiction to be illegal, null, void, invalid or against public policy or interest, the remaining provisions of this I.A. shall remain in full force and effect. The Parties shall in good faith attempt to modify any invalidated clause or provision to carry out the stated intentions and objectives in this I.A.

- 10.12. This I.A. contains the entire understanding and agreement of the Parties in terms of the subject matter, and there have been no promises, representations, agreements, warranties or undertakings by either of The Parties, either oral or written, except as stated in this I.A. It supersedes, cancels and renders legally invalid all prior agreements of any sort between The Parties.
- 10.13. The waiver of, or any breach of any clause or provision under this I.A. by any Party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver. The remedies accorded herein to the Parties are cumulative and in addition to those provided by law, and may be exercised separately, concurrently or successively.

## 11. NOTICES

- 11.1. All notices relating to this I.A. shall be sent as follows;
- 11.1.1. Notices intended for any member of Echelon; via registered mail, return receipt requested or via an internationally recognized express mail carrier or via electronic-mail, to the address and email address as shown in Schedule 1. Part 3. of this I.A. All notices shall be effective upon receipt, provided however that an e-mail notice sent to an e-mail address that has been provided by the party to whom notice is being sent shall be effective only if there is some indicia of receipt.
- 11.1.2. Notices for the Introducer via registered mail, return receipt requested or via an internationally recognized express mail carrier or via e-mail, to the address and email address as shown in Schedule 1. Part 1. of this I.A. All notices shall be effective upon receipt, provided however that an e-mail notice sent to an e-mail address that has been provided by the party to whom notice is being sent shall be effective only if there is some indicia of receipt.

## 12. POWER OF EXECUTION.

- 12.1. Each Party represents and warrants to the other Party that the person executing this I.A. is authorised to do so on such Party's behalf. Each Party is responsible for compliance with the applicable local laws and financial regulation in the jurisdiction from which it operates and represents and warrants such compliance, regulation and authority.
- 12.2. In the event that the Introducer is a body corporate, the Party as shown in Schedule 1, Part 1 and the signator(y) (ies) as shown in Schedule 1, Part 2 of this I.A. hereby bind themselves "in solidum" joint and severally liable, one liable for the liabilities and obligations of the other to Echelon under the terms and conditions of this I.A.

### 13. LIST OF ANNEXURES.

Annexure A, Financial Schedule

§ END OF CLAUSES §

Signed on the date as shown in Schedule 1, part 4 of this I.A.

### EXCEPTIONS AND AMENDMENTS.

The following exceptions and amendments have been agreed between the parties:

### ANNEXURE A – FINANCIAL SCHEDULE.

As a result of the different business sectors, risk profile, investor return, appetite urgency of the individual fundraising companies; Introducer remuneration shall differ between the offerings. It is also relevant that some Introducers may elect to take a short-view and prefer immediate Through-The-Door remuneration, whilst others may take a longer view and prefer a 1 - 5-year trail income.

With this in mind Echelon offers three categories of remuneration at 5 levels each. To simplify matters each investment opportunity (or Contracted Fund Recipient) shall show a code, as example: TAE Power = TAE.

Overfinch	OFRR	RemployAbility	REMP
Royal Doulton	RDCE	Vivir CBD	VCBD
Rimstock	RIMS	Evera Recruitment	EVER
Absolute Arbitrage	ABAR	PlaySportsUK	PSUK
David Brown Auto	DBAL	Tevva Trucks	TEVT

Each investment opportunity shall list the types and levels of remuneration payable in each category, as example;

Through-The-Door (“TTD”) – whereupon the Introducer shall sell the data, client information and all and any rights to future commissions and profit-share in relation to the investor to Echelon for a one-off single payment within 14 (fourteen) days of the investment amount clearing in the Echelon or Contracted Fund Recipients’ bank account.

There are 4 levels of TTD.

TTD -	TTD -	TTD -	TTD -
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Trail Income (“TI”) – whereupon the Introducer shall retain ownership of the data, client information and all and any rights to future commissions and profit-share in relation to the investor and shall receive a monthly percentage profit share calculated upon the capital amount invested by the investor. TI is paid on the 15th Day of every month after the first full calendar month of investment and is continued to be paid until such time as the investor redeems his financial instrument.

There are 6 levels of TI.

TI - 1	TI - 2	TI - 3	TI - 4	TI - 5	TI - 6
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Trade Profit Share (“TPS”) – whereupon the Introducer shall receive a percentage of all and any profits generated by the investors capital calculated on a pro rata basis with Echelon and the respective Contracted Fund Recipient.

There are 4 levels of TPS.

TPS –	TPS –	TPS –	TPS –
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Each figure represents a set percentage, therefore:

“REMP / TTD – 20 / TI 2” means that Remployability Ltd. are offering a TTD commission of 20% or a TI of 2% per calendar month.

“DBAL / TTD – 20” means that David Brown Automotive are only offering TTD commission of 20%

“ABAR” / TTD 20 / TI 5 / TPS 40” means that Absolute Arbitrage Ltd. are offering a TTD commission of 20%, or a TI of 5% per month or a TPS of 40% of all profit generated.

As the Introducer progresses and generates a greater value of invested funds into the system, Echelon will automatically increase the level of remuneration payable to the Introducer, until the Introducer, at their entire discretion (having generated a predetermined amount of capital investment) shall be invited to participate in SPV (Special Purpose Vehicle Trade Finance Programmes on a Joint Venture 50/50 basis with Echelon.

The Investor’s Remuneration Codes to be paid by Echelon in relation to this IA are:

ENTITY	COMMISSION RATES	ENTITY	COMMISSION RATES

ENTITY	COMMISSION RATES	ENTITY	COMMISSION RATES



**“Wealth is the ability to fully experience life.”**

Henry David Thoreau

DIGITAL SIGNATURE, DATE AND TIME STAMP OF  
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