



## INTRODUCER AGREEMENT

**This Introducer Agreement entered into by:**  
**Schedule 1, Part 1A.**

RA-ESG PLC  
(hereinafter "RA-ESG")  
and:

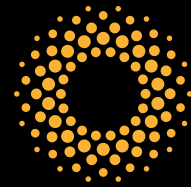
**Schedule 1, Part 2.**

Name of Introducer:  
Street Address:  
City/Town:  
Postcode:  
Country:  
Company Registration Number:  
URL:  
Email:  
Landline:  
Name of Person Representing:  
Capacity:  
Email:  
Mobile:

(hereinafter "the Introducer").

**Schedule 1, Part 3.**

Effective Date:



## CONTENTS

Contents	Page 2
Definitions and Interpretation	Page 4
Preamble	Page 5
Exclusivity	Page 5
Non-Circumvention and Confidential	Page 5
Tax, VAT and Financial Regulation	Page 6
Profit share, dividend and other payments	Page 8
Business Relationship	Page 10
Logos, Trading Styles and IP	Page 10
Process and Data	Page 11
Breach, Termination and Jurisdiction	Page 12
Notice	Page 13
Power of Execution	Page 13
Annexures and Addenda	Page 14

## INTRODUCER AGREEMENT



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

### Schedule 1, Part 1B.

#### Registered Office.

RA-ESG PLC  
71-75 Shelton Street,  
Covent Garden,  
London WC2H 9JQ

FCA Authorised and Regulated UK Appointed Finance Broker:

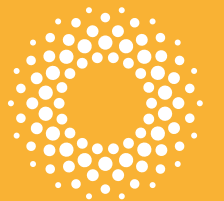
#### Go Commercial Finance Ltd

1-3 St Mary's Avenue,  
Barry, Wales, CF63 4LR

MEASEA (Middle East, Africa and South East Asia) Representative Office.

#### Knightsbridge Finance Ltd.

Building A2, Dubai Digital Park  
Silicon Oasis,  
Dubai, United Arab Emirates



"Either run the day or  
the day runs you."

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 RA-ESG's 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 RA-ESG whereupon the Introducer will raise funds, inward investment and explore new business opportunities for RA-ESG, and therefore the Parties agree as follows:

## 1. DEFINITION AND INTERPRETATION.

- 1.1. Save where the context requires otherwise, the following expressions shall have the following meanings:
- 1.2. "I.A." shall mean this agreement and its appendices, annexures and addenda in their entirety.
- 1.3. "Contracted Fund Recipients" shall mean all and any companies, corporations, trusts, charity organisations, family offices, banks, or financial institutions that have contracted with RA-ESG in order for RA-ESG to provide Fundraising Activities.
- 1.4. "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 RA-ESG to third parties.
- 1.5. "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 RA-ESG's contracted products and services and any introductions made to RA-ESG by the Introducer.
- 1.6. "Fundraising Activities" shall mean all and any sales and marketing services provided to RA-ESG and/or its Contracted Fund Recipients to include but not limited to online, digital, social media, lead generation, tele-sales, website design, copywriting and editorial.
- 1.7. "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 RA-ESG or any of its Contracted Fund Recipients as a result of the relationship between the Parties to this I.A.
- 1.8. "Persons" shall include natural persons and all bodies corporate, including but not limited to; trusts, funds, charities, companies, partnerships, credit unions and organizations.
- 1.9. "Effective Date" shall mean the date upon which this I.A. is signed by the last Party signing, and upon which date the Parties shall be bound by the terms and conditions herein contained.

## 2. PREAMBLE.

- 2.1. RA-ESG will either directly issue a debt security (a Bond), or in some cases will agree and execute a funding agreement with a Contracted Fund Recipient. In all cases the Introducer and Investor will be supplied with the following information:
  - 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,
- 2.2. A full Investment Memorandum describing the investment opportunity and those offering it in detail.
- 2.3. 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 RA-ESG and the Contracted Fund Recipients.

## 3. EXCLUSIVITY.

Unless otherwise prescribed by RA-ESG (at its entire discretion), or as specifically prohibited in terms of any Financial Instrument or Joint Venture Agreement that RA-ESG 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 it wishes, subject to the express provision that it will be prohibited from recruiting, approaching or trading with any party previously or currently engaged or contracted with any member of RA-ESG 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 or Introducer introduced by or contracted to RA-ESG without the written consent of the Board of Directors of RA-ESG.

- 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 RA-ESG (or any other entity that has been introduced to the Introducer by any member of RA-ESG) into any business or financial transaction not authorised by the Board of Directors of RA-ESG. Breach of this clause shall result in the non-payment of any profit-share, fees or commissions due to the Introducer by RA-ESG and could lead to a claim for damages by RA-ESG in terms of lost revenue and damage to its Intellectual Property and Confidential Network.
- 4.3. The Introducer will maintain complete confidentiality regarding RA-ESG'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 RA-ESG and the Introducer will not in any way whatsoever, circumvent or attempt to circumvent RA-ESG 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 RA-ESG, 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 RA-ESG 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, RA-ESG 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.
- 5.3. 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 RA-ESG harmless in the event they do not.
- 5.4. In the event RA-ESG 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 RA-ESG harmless and shall not look to RA-ESG for any additional recompense due to the deduction.

- 5.5. The Introducer has fully read and understands the Regulatory Notices on all RA-ESG products and financial instruments and shall contain themselves to financial promotions according to the limits such notices contain.
- 5.5. Notwithstanding the aforementioned, RA-ESG itself, only directly markets to qualified Persons who are either High Net Worth, Regulated Financial Service Companies, Professional /Experienced/Sophisticated Investors, Limited Companies, Financial Institutions, Fund and Pension Managers/Trustees with a high level of understanding of RA-ESG's business sector. For the sake of clarity RA-ESG does not promote to, accept investment or applications from Retail or Everyday Investors or residents of the United States.
- 5.6. By the Introducer's signature hereto they confirm they have studied and understand RA-ESG's website and all of the websites, Investment Memoranda and Term Sheets published by RA-ESG and/or the Contracted Fund Recipients.
- 5.7. From time to time RA-ESG 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 RA-ESG. 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 RA-ESG'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 RA-ESG'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 RA-ESG. In the alternative the potential Investor may visit the Qualifying Section of the respective RA-ESG 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 RA-ESG website, and is available upon request at: [invest@RA-ESG.com](mailto:invest@RA-ESG.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 RA-ESG 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. RA-ESG is not authorised and/or regulated to supply or 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. RA-ESG does not under any circumstances present, promote or recommend that any investment or transaction with RA-ESG is suitable for any given person or body-corporate.
- 5.12. RA-ESG (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 RA-ESG to the Introducer shall fall into one of three categories:
  - 6.1.1. Through-The-Door Commission – 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 RA-ESG for a one-off single payment within a maximum of 30 (thirty) days of the investment amount clearing in the RA-ESG or Contracted Fund Recipients' bank account.
  - 6.1.2. Trail Income Commission – 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 Investor's capital calculated on a pro rata basis with RA-ESG and the respective Contracted Fund Recipient.
- 6.2. The specific quanta, commercial terms and conditions of the Introducer's remuneration 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 RA-ESG, or incoming payments fail by any measure of Force Majeure or market collapse, then RA-ESG 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 RA-ESG shall have no obligation to make any payment to the Introducer. RA-ESG'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 RA-ESG's and/or its Contracted Fund Recipients by entering into an Equity Purchase, Securitised Debt instrument or Trade Finance Programme.

- 6.4. All payments shall be subject to:
  - 6.4.1. The Investor signing all the required contractual documentation and such documentation being forwarded to RA-ESG 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").
  - 6.4.2. The Investor finalising the agreement and paying the full financial consideration, (hereinafter known as a "Completed Contract").
- 6.5. It is strictly agreed that in the event of RA-ESG 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 RA-ESG 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 RA-ESG at their sole and entire discretion.
- 6.6. In the event the Introducer does not have sufficient future payments due, the Introducer hereby indemnifies RA-ESG 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 RA-ESG and/or a Contracted Fund Recipients
- 6.7. The Financial Schedule shall contain banking reference codes that must accompany every payment made to RA-ESG or Contracted Fund Recipients' nominated account by any Investor.
- 6.8. In the event that as a result of adjustments as contemplated and abovementioned in clause 6.5 the Introducer owes RA-ESG a payment at the end of any month, RA-ESG shall have the option of either:
  - 6.8.1. carrying such negative balance to the following month and offsetting it against income in the following month, or
  - 6.8.2. provide the Introducer with an invoice requiring the Introducer to pay RA-ESG 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.
- 6.9. The Introducer entering into this I.A. has been introduced to RA-ESG by another Introducer and the relationship formed between those two Introducers and RA-ESG, and further, the ongoing relationships formed by subsequent introductions of new Introducers shall form the "Downline".



## 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 RA-ESG 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 RA-ESG 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 RA-ESG the Introducer agrees to pay them, and not seek reimbursement from RA-ESG.
- 7.4. No payment or withholding of any national, local, city or other payroll or employment taxes, relating to income received from RA-ESG will be made by any member of RA-ESG. The Introducer hereby agrees to indemnify and hold harmless RA-ESG 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 RA-ESG's printed documentation and to access private areas of RA-ESG'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 RA-ESG. At no time shall the Introducer hold themselves out to be a director or an employee of RA-ESG or a Contracted Fund Recipients.
- 8.2. In the event that the Introducer wishes to custom design a document or point of sale material utilising any of RA-ESG'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 RA-ESG for their immediate perusal, whereupon RA-ESG 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 RA-ESG's or Contracted Fund Recipients' official websites may be utilised.

## 9. PROCESS AND DATA.



- 9.1. The Introducer cannot hold RA-ESG 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 RA-ESG or a Contracted Fund Recipient under this I.A.
- 9.2. RA-ESG retains the right to control any promotion activities to ensure that they are consistent with their best interests. RA-ESG retains the right to establish policies to stay within local or national regulation, enhance business and/or customer relations for both the Introducer and RA-ESG 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 RA-ESG and/or a Contracted Fund Recipient and may during the course of business with RA-ESG be given access to confidential information. The Introducer agrees that they shall not divulge such information to anyone other than RA-ESG 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 RA-ESG to the Introducer; RA-ESG may use the resulting data to facilitate the Investor's transactions on behalf of the Introducer
- 9.5. Notwithstanding clause 9.4 abovementioned, RA-ESG shall not attempt 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 RA-ESG for any business that competes with RA-ESG 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 RA-ESG's business or that mention RA-ESG'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 RA-ESG.
- 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 RA-ESG, in which case this I.A. will terminate at the end of such notice period.
- 10.4. RA-ESG 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 RA-ESG 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 RA-ESG's satisfaction at the end of such period, RA-ESG 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 RA-ESG, then RA-ESG 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, RA-ESG and the RA-ESG 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 RA-ESG pursuant to clauses 10.3. and/or 10.4. RA-ESG 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, RA-ESG 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 RA-ESG 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, RA-ESG 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, 5 and 9 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 RA-ESG; via registered mail, return receipt requested or via an internationally recognised express mail carrier or via electronic-mail, to the address and email address as shown in Schedule 1. Parts 1A and 1B as detailed on pages 1 and 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 recognised express mail carrier or via e-mail, to the address and email address as shown in Schedule 1. Part 2 as detailed on page 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 2 as the Person Representing hereby bind themselves "in solidum" joint and severally liable, one liable for the liabilities and obligations of the other to RA-ESG under the terms and conditions of this I.A.

YOUR INTRODUCER'S CODE:

Please ensure that all of your introductions quote the above-mentioned Introducer's Code at all times when in correspondence with RA-ESG.



13. LIST OF ANNEXURES.



Annexure A, Financial Schedule

§ END OF CLAUSES §

Signed on the date as shown in Schedule 1, part 3 of this I.A.



EXCEPTIONS AND AMENDMENTS.

The following exceptions and amendments have been agreed between the parties:  
(IF NONE WRITE "NONE"):

ANNEXURE A – FINANCIAL SCHEDULE.



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

With this in mind RA-ESG offers 2 categories of remuneration.

**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 RA-ESG for a one-off single commission payment within a maximum of 30 (thirty) days of:

- a. The investment amount clearing in RA-ESG's bank account ("Funds Cleared")
- b. The Completed Contract being received by RA-ESG. ("Completed Contract Received")

All TTD commission are paid on the 5th Business Day of each Month in respect of all Completed Contracts Received and Funds Cleared between the 26th day and the 25th of the previous Commission Period.

**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 in consideration of the full Calendar Month, and shall continued to be paid until such time as the Investor redeems his financial instrument.

The Introducer chooses:	Through the Door	Yes	No
	Trail Income	Yes	No

**The percentage of TTD Commission to be paid to the Introducer is:**

**The percentage of TI Commission to be paid to the Introducer is:**

**This Introducers' Agreement agreed and signed by the Parties on the dates as shown below.**

DIGITAL SIGNATURE, DATE AND TIME STAMP OF RA-ESG	DIGITAL SIGNATURE, DATE AND TIME STAMP OF THE INTRODUCER
[ ]	[ ]







**Head Office**

1-3 St Mary's Avenue  
Barry, Wales  
CF63 4LR

**Registered Office**

71-75 Shelton Street  
Covent Garden  
London WC2H 9JQ

 [ra-esg.com](https://ra-esg.com)

 [info@ra-esg.com](mailto:info@ra-esg.com)

 +44 208 004 5055