

# Broker Levels

Please select your Broker Level below:

Option 1 – Silver

**Certified Silver Broker – 0.5% Commission Paid on all Referrals      Cost (\$29.99)**

*Uncertified Brokers receive the following benefits:*

- Up to a Maximum of 0.5% commission paid on each successful completed deal.
- Certified Silver Broker Certificate
- Broker License Term: **1 Year**

Option 2 – Gold

**Certified Gold Broker – 1.0% Commission Paid on all Referral      Cost (\$250)**

Certified Brokers receive the following benefits:

- Up to a Maximum of **1% commission paid on each successful completed deal.**
- Use the term '*Certified Gold Broker – The Hanson Group of Companies*' recognizing your status and authority as an approved Broker on your web site, emails and stationary.
- Certified Gold Broker Certificate
- Priority email response and support.
- Broker License Term: **5 Years**

Option 3 – Platinum

**Certified Platinum Broker – 1.5% Commission Paid on all Referrals      Cost (999)**

Certified Brokers receive the following benefits:

- Up to a Maximum of **1.5% commission paid on each successful completed deal.**
- Use the term '*Certified Platinum Broker – The Hanson Group of Companies*' recognizing your status and authority as an approved Broker on your web site, emails and stationary.
- Certified Gold Broker Certificate
- Priority email response and support.
- Broker License Term: **Lifetime**

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# BROKER REFERRAL LICENSING AGREEMENT

This Agreement shall confirm the services of "The Parties" who are, The Hanson Group of Companies, with business address at the World Trade Center, Calle 53, Marbella, Piso 1, Area Comercial, Apartado Postal: 0832-058, Panama (hereinafter "HGC") who proposes to enter this agreement with:

The Company or person  
Named: \_\_\_\_\_

With a physical address  
Of: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

And a mailing address of:  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

(Hereinafter "BROKER"), and any of the BROKERS associated parties engaged in the capitalization of the project/s in relation to financial services, as well as the compensation for such services or similar services.

This Agreement shall obligate the BROKER and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, BROKERS and assigns jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below.

Furthermore, whenever this Agreement shall be referenced in any subsequent documents(s) or written agreements, the terms and conditions of this Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data personal or corporate names, contracts initiated by or involving the parties and any addition renewal, extension, rollover amendment, renegotiation's or new agreement.

## **GENERAL TERMS**

**Service.** HGC agrees to provide customers and referrals directed to it by BROKER in writing with consulting and advisory services in relation to the capitalization of projects and obtaining funding including but not limited to the sourcing of equity financing, debt financing, line of credit, SBLC's, bank guarantees, notes, MTN's and any other required financial instrument or funding. During the term of this Agreement, HGC agrees to undertake its reasonable best efforts, on a non-exclusive basis, to identify and introduce to customers referred to it by the BROKER in writing to appropriate sources and solutions that may meet the customers need. It is understood that HGC is not a licensed or registered broker-dealer, investment advisor, financial planner, fund manager or underwriter in any jurisdiction and BROKER acknowledges this.

**Mutual Protection.** The Parties to this agreement hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's' interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, broker, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships or to intervene in un-contracted relationships with customers, owners,

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Intermediaries, entrepreneurs, legal counsel, or to initiate any transactional relationship that by-passes one of The Parties in favor of any other individual or entity, in connection with any Transaction or any related future Transaction as defined below.

**Referral Defined.** A referral is defined as any written communication whether by email, fax, or any other communication mode from the BROKER to the HGC regarding a specific customer (including the customers full phone and email contact details) who may require sources of debt, equity financing or other services offered by HGC or HGCs service providers.

**Valid Transaction.** A valid transaction shall be defined as a cash payment received by the HGC under the terms of a signed engagement following the completion of a Funded or Closed Transaction where the first customer contact was referred in writing to the HGC by the BROKER.

**Transaction Fees.** Transaction Fees are paid to the BROKER by bank wire as per the Services Level Schedule on Page 3 of this agreement within 10 working days after the HGC receives each cleared cash payment for a Valid Transaction. Transaction fees are solely paid on completed, closed or funded transactions ONLY and equity, loan and stock holdings are not considered Transactions Fees or payable to BROKERS until they are sold and their cash value is realized and paid to the HGC. The Transaction fee is calculated as percentage of the Net Income the client received from the transaction.

**Term.** This agreement is valid for the term defined in the Services Level Schedule on Page 3 of this agreement from the date of execution, for any and all transactions between the Parties, their associates or customers.

**Non-Exclusivity.** BROKER agrees that during the term of this Agreement and any written extension hereof, HGC will serve as non-exclusive advisors with respect to financing, and that BROKER will be entitled to a Transaction Fee with respect to any completed Transaction with a party sourced by HGC.

**Fee Protection.** Commissions, fees, compensation or remuneration to be paid as part of this agreement shall be paid at the time and in the manner designated in this agreement, unless otherwise agreed among the affected Parties in writing. All Parties hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration arrangements made as part of a commission transaction, even if an individual Party is not an integral component of and/or a signatory to a specific commission, fee or remuneration agreement.

**Other services; non-competition.** It is understood that, as independent contractors, HGC is free to render services to other BROKERS during the term of this Agreement. BROKER will have no interest in any fees, which HGC may derive from such services. The Parties shall not disclose any contact revealed by either Party to any third parties in recognition such contact(s) are proprietary of the disclosing Party. Neither Party shall enter into direct and/or indirect offers, negotiations and/or transactions with such contacts revealed by the other Party who made the contact(s) available.

**Not employees.** Nothing herein shall be construed to make HGC or its associated persons employees of BROKER or BROKER or its associated persons employees of HGC, it being expressly understood that HGC and its associated persons are independent contractors. This agreement is not intended to result in any partnership, employment, agency, joint venture or other relationship other than that of an independent contractor.

**Enforcement / Dispute Resolution.** It is further agreed that any controversy, claim, and or dispute arising out of and/or relating to any part of the whole of this Agreement or breach thereof and which is not settled by the Parties, shall be settled and binding by and through arbitration in accordance with the rules and through the institution of the International Chamber of Commerce by an arbitrator and arbitration located in Nevis. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall have the right of discovery in accordance with law. All such arbitration awards shall be binding on all Parties and enforceable at law.

The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse, by or through any other means, insofar as such waiver can validly be made. Each of The Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any Party adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved Party, its heirs, assignees and/or assigns, for the total remuneration received as a result of business conducted with The Parties covered by this agreement, plus, subject to the determination of the Arbitrator, all its arbitration costs, legal expenses and other charges and damages

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Incurring relative to its dealings with banks, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the aggrieved Party, notwithstanding any provisions of the award.

The filing of a judicial action to enable the recording of a notice pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not be permitted and shall constitute a waiver of the right to arbitrate under this provision. Should either party seek to enforce the provision of this Agreement against the other, whether through Court or through Arbitration, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs incurred.

**Binding on All Entities Owned or Controlled.** This Agreement shall be binding upon all entities owned or controlled by a Party and upon the principal(s), employee(s), Broker(s), agent(s), representative(s), assignees(s), family and heirs of each Party.

**Assignment.** BROKER shall not have the right to assign this Agreement without the express written consent of the HGC.

**No Partnership.** This Agreement in no way shall be construed as being an agreement of partnership and none of The Parties shall have any claim against any separate dealing, venture or assets of any other Party, nor shall any Party be liable for the separate and independent actions of any other.

**Invalidity.** Should for any reason the payment of a Transaction Fee to the BROKER under the terms of this agreement be deemed invalid or a breach of any law or statute, no payment shall be made and no debt will accrue to the BROKER for any transactions referred by them and completed.

**Referral Exclusivity.** The BROKER agrees that once a referral has been given to the HGC in writing that it will NOT be passed, under any circumstances, to another intermediary, deal facilitator, finder, broker or trader or any other company or private person who may be deemed to compete with the HGC without prior specific written consent of the HGC.

**Disclosure of Criminal Convictions.** By signing this agreement, the BROKER confirms that they have NOT ever been convicted of any offence involving money, fraud or dishonesty nor have they served time in jail for any offence.

**Agreement Jurisdiction.** This agreement shall be governed by the laws of Panama.

**Tax Responsibility.** The BROKER agrees to bear and accept full responsibility for pay ALL taxation costs on any and all money they receive from the HGC.

**Transaction Customization.** The HGC reserves the right to negotiate and customize each individual customer's Transaction Fee structure for each deal. Often the payment of Transaction Fees is split between a portion being paid on the deals closing and the remainder on the project's completion. The HGC uses its best endeavors to ensure Transactions Fees are paid to the HGC in the promptest possible timeframe so that the BROKER can receive matured payments in a timely manner.

**Broker Fees.** The BROKER is due to be paid Transaction Fees as per the Service Level on Page 3 of this agreement that is selected by the BROKER.

**Agreement Validation.** Any accurate and legally binding version of this Agreement accurately transmitted through facsimile or e-mail programs, shall be deemed an equivalent, original, legal and binding version of this Agreement. All fax copies or e-mailed copies of this executed Agreement shall be considered as originals to all terms including all signatures of the Parties. Each party involved accepts transfer of this document via fax or E-mail as fully valid.

**Applicability.** This Agreement shall inure to the benefit of the Parties respective principals, successors, affiliates, and assigns, including without limitation, any person, partnership or corporation, which succeed a Party in the Project, and this agreement shall be binding upon the Parties respective successors and assigns. All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement, and by their initials and signature(s) typed or hand signed, that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

#### **CONFIDENTIALITY, NON DISCLOSURE, NONDISPARAGEMENT**

**A. Non-Circumvention.** Both Parties to this Agreement expressly agree not to circumvent, avoid, bypass or obviate each other in any manner, directly or indirectly, particularly in an effort to gain fees, commissions, remuneration or

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Considerations to the benefit of the one or more of the Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions, remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of the Parties. The circumvented Party shall be entitled to legal monetary compensation equal to the Transaction Fee it should realize from such a Transaction, plus any and all expenses, including any and all reasonable legal fees incurred in the recovery of such compensation. The obligations imposed in this sub-section apply to any transaction involving Protected Information disclosed by a Party to a Party and any transaction contemplated hereunder or other business arrangement arising out of or connected in any way to Protected Information.

- B. Non-Disparagement.** The BROKER agrees to act with Privacy and Confidentiality by protecting the personal and professional reputation of the HGC by agreeing that, neither it nor any of its Affiliates, employees, investors, family, friends or Associates will directly, indirectly or anonymously, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) including web sites, media, or social media, any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, disparaging, critical of, or negative toward the HGC or any of its directors, officers, affiliates, subsidiaries, employees, agents or representatives or any party associated with any transaction being facilitated by the HGC. In the event the BROKER breaches this Non Disparagement Clause, the HGC is immediately and automatically to be awarded liquidated damages of \$1,000,000 (One Million) USD for each proven public disparaging statement and \$500,000 (Five Hundred Thousand Dollars) USD for each proven private disparaging statement and the HGC will have the full legal right to immediately terminate any transactions that the HGC has facilitated for or on behalf of The BROKER and pursue any and all legal remedies against the BROKER including court action to enforce this clause and collect any liquidated damages amounts owed by the BROKER. Nothing in this clause shall prevent any person from testifying when subpoenaed or required by law by a Government Agency.
- C. Protected Information.** The term "Protected Information" means information not generally known to the public relating to a parties, business or affairs, which may include but is not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, customer or contact lists, sources of business, prospects or projections, business operations, plans to develop and expand its business operations, data, processes, technical information, financial and marketing information or any other proprietary or confidential matter or trade secrets as well as names, addresses, principals, or telex/fax/telephone numbers, emails, web sites, references to product or technology information and/or any other information deemed confidential or privileged within the broadest possible scope of the customers project or The Transaction without prior specific written consent of the HGC (the "Protected Information").

The BROKER acknowledges that the Protected Information from the HGC, our staff, advisors, associates or the HGC'S service providers may be written, oral, graphic, pictorial or recorded, or stored on computer discs, hard drives, magnetic tape, or digital or other electronic means. The BROKER further acknowledges and agrees that the Protected Information constitutes valuable, special and unique assets that were developed or obtained through the investment of significant time, effort and expense by the HGC and its service providers and that access to such information would not be possible, but for the relationship of the Parties hereunder.

1. **Obligations Regarding Protected Information.** The BROKER shall treat all Protected Information received from the HGC or its service providers as confidential, and specifically shall:
  - i) Not use any portion of Protected Information for any purpose other than for the purposes intended within this Agreement;
  - ii) Not disclose Protected Information to any third party without the prior written consent of the disclosing party; and
  - iii) Limit dissemination of the Protected Information to those of its employees, officers, and directors that have a need to know the Protected Information for purposes of considering entering into the Transaction with the disclosing party.
2. **Exceptions to Obligations.** The parties agree that the obligations set forth in Paragraph the preceding paragraph will not extend to any information which:

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- i) Is within the public domain or has been publicly disclosed, or enters into the public domain through no fault or wrongful act of the receiving party; or
- ii) Was in the unrestricted possession of the receiving party prior to receipt from the disclosing party; or
- iii) Is independently developed by or for the receiving party by an individual or entity that has had no access to the Protected Information of the other Party.

**BROKERS BANKING CORDINATES**

Please provide full details of the BROKERS Bank Coordinates below for payment to be made to:

Bank Name: \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ Account: \_\_\_\_\_

\_\_\_\_\_ Account / IBAN

Number: \_\_\_\_\_ SWIFT Code: \_\_\_\_\_

\_\_\_\_\_ Bank Branch: \_\_\_\_\_

\_\_\_\_\_ Bank Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**IN WITNESS WHEREOF**, The BROKER hereunder certifies and acknowledges that prior to execution, they have had the opportunity to read this Agreement in its entirety, have had the opportunity to seek their own separate legal counsel and accounting expert advice and, as a result, have voluntarily entered into this Agreement fully aware of all its terms and conditions, without any reservations, and that each possess the legal capacity with full legal & competent authority; as further evidenced by each respective signature herein below. You fully accept and approve all covenants, terms, and conditions of this Agreement without duress or reservation. The undersigned, intending to be legally bound guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as an individual, corporate body or on behalf of a corporate body.

This Agreement was executed and agreed on this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

***Agreed and Accepted by the BROKER:*** \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name & Title \_\_\_\_\_ ID Number \_\_\_\_\_



*Agreed and Accepted by the HGC:*

**HGC Signature:** \_\_\_\_\_

For The Hanson Group of Companies

Email: [helpdesk@thehansongroupofcompanies.com](mailto:helpdesk@thehansongroupofcompanies.com)



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# 1. BROKER DECLARATION

I, \_\_\_\_\_ warrant and attest, with full personal and corporate responsibility that as the BROKER in this agreement that I have full legal title and authority with no governing restrictions to sign this agreement and declaration. I attest and warrant with full responsibility under the penalty of perjury that I am not a party to a lawsuit or pending adverse legal action, further, there are no pending contracts existing, or about to exist, that could affect this agreement.

I as the duly Authorized Signatory, do hereby confirm that I have requested of you and your organization, specific confidential information and documentation on behalf of myself regarding currently available Private financial opportunities to serve only my interest, education, and not for further distribution. I certify and attest that at no time has your organization or any agent and / or appointee on your behalf made any offer or solicitation. I hereby agree that all information received from you is in direct response to my request, and is not in any way considered or intended to be a solicitation of any sort, or any type of offering, and for my general knowledge only. I hereby confirm under penalty of perjury, that I have requested this information from you and your organization of my choice and free will and further, and that you have not solicited me in any way.

I hereby represent that I am not an informant, nor am I associated with any government agency of the United States of America, or any other country, such as the Secret Service, Internal Revenue Service, Federal Bureau of Investigation, Central Intelligence Agency, Securities and Exchange Commission, Banking Commission, Interpol, any countries Financial Market Authority, nor any agency whose purpose is to gather information regarding such transactions or offerings.

I understand that any contemplated transaction is strictly one of a private nature, and is in no way relying upon, or relating to, the United States Securities Act of 1933, as amended, or related regulations, and does not involve the sale of public securities. Further, I hereby declare that you have disclosed that you are not a licensed security trader, attorney, bank officer, certified public accountant or financial planner. Any information, work or service conducted hereunder is that of a private company or individual.

I acknowledge that submission of this application is no guarantee of acceptance, that no reason for being declined needs to be given, nor do I have a right to appeal any decision. I agree that regardless of the outcome with my application I will not to make any negative public or private statement either in writing or verbally to any other party, website, media company or person.

The electronic or facsimile transmission of these documents shall be considered a binding and enforceable instrument, treated as original copy.

I, \_\_\_\_\_, hereby declare with full personal and corporate responsibility under penalty of perjury that the information given within this application true and correct, genuine and accurate, that I have had the opportunity to consult appropriate professional accounting and legal advice and that I have read and voluntarily agree to all statements in this documentation without reservation or hesitation.

By: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name & Title \_\_\_\_\_ ID Number \_\_\_\_\_

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## 2. PASSPORT OR GOVERNMENT ISSUED PHOTO ID

**Insert Full Color Photo of your Passport or Government Issued  
Photo ID Here**

I, \_\_\_\_\_, hereby declare with full personal and corporate responsibility under penalty of perjury that the Passport or Government Issued ID above is mine and is true and correct, genuine and accurate.

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name & Title \_\_\_\_\_ ID Number \_\_\_\_\_

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### 3. UTILITY BILL

**Insert Full Color Photo of your of a recent Utility Bill  
Less than 3 months old**

I, \_\_\_\_\_, hereby declare with full personal and corporate responsibility under penalty of perjury that the Utility Bill above is mine and is true and correct, genuine and accurate.

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name & Title \_\_\_\_\_ ID Number \_\_\_\_\_

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#### 4. BROKER SERVICE LEVEL PAYMENT

**Insert Full Color Photo of your of  
Broker Service Level Payment: Platinum, Silver or Gold sent**

See <http://www.thehansongroupofcompanies.com/brokers-Brokers-levels/> for Details

I, \_\_\_\_\_, hereby declare with full personal and corporate responsibility under penalty of perjury that the Broker Level Payment above is mine and is true and correct, genuine and accurate.

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name & Title \_\_\_\_\_ ID Number \_\_\_\_\_

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