

OUTSOURCED MLRO SERVICE AGREEMENT

This Outsourced MLRO Agreement ("Agreement") is made and effective August 15, 2024,

BETWEEN: **Downtown Ecommerce Company B.V.** (the "Service Provider"), a company organized and existing under the laws of Curacao, registered at the Curacao Chamber of Commerce & Industry under Registration number 142919, established at

AND: **Carlitta N.V.** (the "Company"), a company organized and existing under the laws of Curacao, registered at the Curacao Chamber of Commerce & Industry under Registration number 162777, established at

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES

The company hereby employs the Service Provider to perform the following services in accordance with the terms and conditions set forth in this agreement: The Service Provider will consult with the officers of the company concerning the implementing and overseeing of the company's anti-money laundering (AML) compliance program, including but not limited to the following:

- Deal with any information, knowledge, or suspicion of money laundering – and properly disclose such matters to law enforcement.
- Ensure SARs are filed with the relevant authorities in a timely manner.
- Keep records and file internal and external reports.
- Ensure customer due diligence is performed.

The Service Provider appoints Jair Almeida Toussaint, holder of a Dutch passport with number NP6J98C88, residing at Sunset Heights 43Ae, Willemstad, Curacao **as registered MLRO for the above indicated services.**

2. TERMS OF AGREEMENT

This agreement will begin August 15, 024. Either party may cancel this agreement on 30 days notice to the other party in writing, by email, certified mail or personal delivery.

3. PLACE WHERE SERVICES WILL BE RENDERED

The Service Provider will perform most services in accordance with this contract at its primary place of business. In addition, the Service Provider may perform services online, on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

4. PAYMENT TO SERVICE PROVIDER

The Service Provider will be paid at the rate of EUR 100 per hour for work performed in accordance with this agreement. However, the Service Provider will be paid at least EUR600 per month regardless of the amount of time spent in accordance with this agreement (6 months in advance). The Service Provider will submit an itemized statement setting forth the services rendered, and the company will pay the Service Provider the amounts due as indicated by the Service Provider within 7 days of receipt.

5. INDEPENDENT CONTRACTOR

Both the company and the Service Provider agree that the Service Provider will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Service Provider shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Service Provider's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. CONFIDENTIAL INFORMATION

The Service Provider agrees that any information received by the Service Provider during any furtherance of the Service Provider's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the Service Provider in full confidence and will not be revealed to any other persons, firms or organizations.

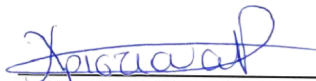
7. EMPLOYMENT OF OTHERS

The company may from time-to-time request that the Service Provider arrange for the services of others. All costs to the Service Provider for those services will be paid by the company but in no event shall the Service Provider employ others without the prior authorization of the company, but in no event shall the Service Provider employ others without the prior authorization of the company.

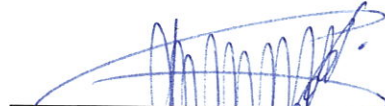
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

SERVICE PROVIDER



Authorized Signature
Envision Managers N.V.
Director



Downtown E-Commerce Company B.V.
Represented by its director
Glenn C. Rellum