

Consultancy Agreement

Throne Entertainment B.V., a company organised and existing under the laws of Curaçao with company registration number **150615**, having its registered office at **Mahaaiweg 7, Willemstad, Curaçao** duly represented by David Eminyan, holder of Maltese passport number MT040761 and Alejandra Lucila Guerrero Moreno, holder of Venezuelan passport number 175040335.

Hereinafter referred to as (the "**TE**")

AND

Compliance Caribbean, a company organised and existing under the laws of Curacao, with company registration number **93111**, having its registered office address at **Werfstraat 6, Scharloo,,** duly represented by its director Bernardus van Leeuwen, holder of Passport Number Bt1B8JJ24.

Hereinafter referred to as (the "**CC**")

TE and **CC** shall hereinafter also be individually referred to as the 'Party' and jointly referred to as the '**Parties**' hereby enter into this Agreement on this 15th day of September 2024 (The 'Effective Date').

BACKGROUND

1. **TE** is of the opinion that the **CC** has the necessary qualifications, experience and abilities to provide services to the Client.
2. **CC** offers consultancy services relating to; provide consultancy on Anti-Money Laundering (AML) related matters to the Board of Directors and Employees of **TE**, development, formulation, and delivery of all necessary Anti-Money Laundering (AML) compliance documents, and provides training on (AML) compliance to all the employees.
3. **CC** shall appoint Mr. **Bernardus (Benno) van Leeuwen**, holder of ID Card number 1971101317 and residing at **Curacao** to act in the capacity of **Compliance Officer of TE** and undertakes the responsibilities for the execution of consultancy and services outlined in this agreement.

NOW, THEREFORE, in consideration of the foregoing premises and agreements hereinafter set forth, the Parties hereby agree as follows:

Clause 1 - Scope of services

1.1 During the term of this Agreement **CC** agrees to provide to **TE** the services included in Annex 1 of this Agreement. Annex 1 forms an integral part of this Agreement.

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1.2 TE will use its best efforts to render such assistance to CC as shall be deemed required by TE for the purpose of enabling CC to provide the services specified in Annex 1.

1.3 Should the Client require other services which CC is able to provide other than the Services, the Client may specifically request for CC to either update Annex 1 or prepare a tailored Service Order, that shall consider the particular service or services to be rendered by CC to the Client as well as the period for which such service/s shall be required or otherwise, for this to be signed by the same Client (the 'Service Order').

1.4 A template of the Service Order is herein being attached as Annex 3 for the Client to be aware of the specific document that CC shall prepare upon its request, for the latter to sign accordingly.

1.5 A Service Order shall be considered to be an integral part of this Agreement to which the Parties will similarly be bound, in addition to the services mentioned in Annex 1.

Clause 2 - Third Party Agreements and Pricing

2.1 CC shall not perform any act or deed that would result in TE becoming liable or bound to any third party without the written consent by TE. CC is responsible for invoicing its customers and all revenue resulting therefrom will be for CC account.

Clause 3 - Fees

3.1 In consideration of the services to be rendered under this Agreement TE shall pay to CC fees at the rates and amounts set forth in Annex 2 - Service Fees and Schedule of Reimbursables. The amounts are excluding VAT. The fee is subject to amendment from time to time. Such an amendment is to be signed by both parties in order to be legally binding.

3.2 In the event CC requires additional resources in order to fulfill the agreed services, the agreement shall be subject to amendment. The amendment is to be signed by both parties in writing in order to be legally binding.

3.3 All costs and expenses relating specifically to the assignment such as, but not limited to, travel, entertainment, phone usage and Wifi usage, are to be covered by TE, which shall be required to agree to such in writing prior to CC disbursement.

3.4 TE may from time to time request services from CC not listed in Annex 1. In these cases CC will provide a quote to TE which in each and every case will require a written approval from TE prior to CC incurring any cost in relation to the requested service.

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3.5 Corporate tax due by CC shall not affect the fee invoiced to TE.

3.6 Inflation Adjustment: The fee considered in clause 3.1, expressed in Euros (but not percentages), shall be adjusted annually in line with inflation as published by the National Statistics Office. The parties agree to a minimum of five (5) percent inflation adjustment annually. If publication of national inflation rate by the National Statistics Office ceases, or if the National Statistics Office otherwise becomes unavailable or is altered in such a way as to be unusable, the parties shall agree on the use of any other appropriate substitute index or any successor agency.

Clause 4 - Terms of Payment

4.1 Invoices shall be rendered in and payments shall be made in Euros.

4.2 The fee for services rendered by CC as per (1) of Annex 1 of this Agreement shall be invoiced on the 1st Monday of every month. Payment of the fee is due from TE not later than the second Monday of the calendar month during which the respective services are being rendered. Payments shall be made in the manner and to reputable places as directed by CC.

4.2 The fee for services specified in (2) in Annex 1 rendered by CC under this Agreement will be provided by CC to TE as the need arises based on service requests. The Client is required to settle any invoice from CC within ten (10) calendar days from the date of receiving the same. Refer to Annex 1 for additional details on the scope and description of Services.

Clause 5 - Records and Reports

5.1 CC shall maintain proper records of the services provided. On request of TE, CC shall provide TE reasonable documentation of costs included in the invoice.

Clause 6 - Intellectual Property Rights

6.1 Except for use for the purposes contemplated under this Agreement, no right, title, interest, or license in or to any trademark, patent, copyright or service mark or any other intellectual property rights of TE are granted to CC under this Agreement.

6.2 CC shall promptly inform TE of any infringement or threat thereof of the immaterial property rights of TE in respect of which it becomes aware.

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[Handwritten signature]

6.3 TE shall decide on the brand and or trademark that is to be used by CC in rendering services to the latter at its own discretion. TE shall have all and exclusive Foundership and other intellectual property rights relating to such brand and or trademark, which shall oblige CC to use in rendering its services in TE's regard and CC will in no case acquire or obtain any Foundership or other rights to TE trademarks/brands.

6.4 CC shall use trademarks, trade names or any other symbols, but only in accordance with TE's instructions and for the purpose of identifying and advertising the services marketed by TE, all within the scope of this Agreement and in TE's sole interest.

6.5 CC shall in no way use any of its own trademarks, trade names or any other symbols when dealing with any of TE's clients and shall in no way represent itself as any other than TE in the carrying of its functions in accordance with this Agreement.

Clause 7 - Taxes

7.1 The Parties agree that TE and CC shall be liable and accountable for any VAT payable for the services provided, if applicable.

Clause 8 - Term of the Agreement

8.1 Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until 31st December 2024 ("the Term") or the earlier termination of this Agreement as provided herein, or any other period as may subsequently be agreed upon by the Parties in Writing.

8.2 Renewal. This Agreement shall be renewed automatically for a successive twelve (12) month period ('the Extended Term') unless either Party gives written notice to the other of its desire to terminate the Agreement, at least 90 days prior to the lapse of the active term.

8.3 Termination. Each Party may terminate this Consultancy Agreement at any time prior to the end of the Consultancy Period, without cause and without liability, by giving one (1) month written notice (including by email) of such termination to the other Party. Upon termination of this Consultancy Agreement, the Client shall pay to CC the consideration for the Services satisfactorily performed prior to termination of this Consultancy Agreement.

8.4 Each Party may immediately terminate this Consultancy Agreement in the event of a material breach by the other Party.

Clause 9 - Confidentiality

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9.1 **CC** shall cause any employee, officer, director, adviser or agent to maintain confidential and not disclose or use, other than for the purpose of this Agreement, all or any part of any information, reports, documents, specifications, blueprints, analyses, computer programs or files, photographs, drawings or other know how or trade secrets or other materials provided by **TE** in connection with this Agreement or developed by **TE**.

9.2 Definitions

i.) The definitions in this clause apply in this agreement.

ii.) **TE Information**: Confidential Information owned by **TE** and disclosed to **CC**.

iii.) Confidential Information: any information relating to the business of the disclosing party or any of its clients which is not publicly available. Including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

iv.) Objective: performance of services specified in Annex 1 by the **CC** on behalf of **TE**.

9.3 CC's Obligations

i.) **CC** undertakes to respect and preserve the confidentiality of the **TE Information** throughout the term of this Agreement and for an indefinite period thereafter (subject to clause 9.3.1 below).

9.3.1 **CC** shall not without the prior written consent of **TE**:

i.) communicate, or otherwise make available, the **TE Information** to any third party; or

ii.) use the **TE Information** or the **TE** internal documents for any commercial, industrial or other purpose whatsoever other than the Objective; or

iii.) copy, adapt, or otherwise reproduce the **TE Information** except as strictly necessary for the purposes of the Objective or as permitted by law.

iv.) **CC** may disclose the **TE Information** or any part thereof, with the prior consent of the **TE**, to **CC** Consultant who needs access to the **TE Information** in connection with the Objective. In such an event **CC** agrees to ensure, prior to such disclosure, that **CC** is made aware of the confidential nature of **TE Information** and understands that he/she is bound by conditions of secrecy no less strict than those set

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out here. **CC** agrees to monitor the use of TE Information by **CC** and to enforce their obligations of confidence at the request of **TE**.

v.) The obligations contained in this clause shall not apply or shall cease to apply to such part of **TE** Information as **CC** can show to the reasonable satisfaction of **TE**:

a. has become public knowledge other than through the fault of **CC** or an employee or director of **CC** to whom it has been disclosed in accordance with the above clause; or

b. was already known to **CC** prior to disclosure to it by **TE**; or

c. has been received from a third party who neither acquired it in confidence from **TE**, nor owed **TE** a duty of confidence in respect of it.

9.4 TE Intellectual Property Rights

i.) The **TE** Information and all related documentation (together, **TE** Intellectual Property) are the sole property of **TE**. **CC** acknowledges that any disclosure pursuant to this agreement shall not confer on **CC** any intellectual property or other rights in relation to **TE** Property whatsoever.

9.5 **CC** shall also further be bound by the Non-Disclosure Agreement signed between the Parties.

Clause 10 - Governing Law

10.1 These terms and conditions and any other terms and conditions of our engagement as may be agreed upon, in writing, shall be governed and construed in accordance with the laws of Curacao and any dispute, controversy or claim arising out of or relating thereto, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Curacao Arbitration Centre as may be in force from time to time. The appointing authority and administrator shall be the Curacao Arbitration Centre. The number of arbiters shall be one and the place of arbitration shall be Curacao.

Clause 11 - Amendments

11.1 No modifications and/or amendments to this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both Parties.

Clause 12 - Liability

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12.1 CC shall not be liable for any loss, injury or damage including indirect, special, incidental or consequential loss, damage or expense directly or indirectly arising from use or reliance on services provided under this Agreement except caused by the negligence or wilful act of CC .

Clause 13 - No Agency

13.1 Nothing in this Agreement shall be construed to place a Party in the position of an agent or employee of the other Party and no Party shall have the power to bind other Parties toward third parties. Each Party covenants and agrees not to hold itself out as an agent or employee of another Party with respect to this Agreement.

Clause 14 - Assignment

14.1 CC acknowledges that travel within duty is required. Travel expenses will be billed separately, only after pre approval of TE

14.2 Parties are not entitled to assign or transfer their rights or obligations under this Agreement to a third party.

Clause 15 - Non-Solicitation

15.1 During the term of this Agreement and for 12 months thereafter, CC shall not encourage or solicit any employee, independent contractor, vendor, or client of TE to leave or terminate its relationship with TE for any reason, nor be engaged by any client of TE.

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

IN WITNESS WHEREOF the Parties have caused their duly authorised officers or representatives to sign this Agreement with effect from the Effective date. This Agreement has been made in two (2) originals, one for each party.

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Throne Entertainment B.V.

Signed by:

448EB39CBDCF4FF...
David Eminyan
Director

Compliance Caribbean


Benno van Leeuwen CAMS CFE

Signed by:

783826E93E3249A...
Alejandra Lucila Guerrero Moreno
Director

Services Provided

The services referred to in Clause 1 of this Agreement include, but may not be limited to:

- Provide consultancy in relation to AML to the Board of Directors and TE's employees when required, keeping them abreast of matters related to AML.
- Ensure that TE is in line with updated AML regulations which may come into force.
- Receive internal suspicious transaction reports and analyze such reports to determine whether to raise and file a Suspicious Transaction Report.
- Report Suspicious Transactions to NORUT the National Ordinance Reporting Unusual Transactions.
- Provide internal training to all employees who are involved in the provision of relevant activity
- Update AML-relevant policies, procedures, and manuals as and when required.
- Attend compliance and system audits upon request.

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- ANNEX - 2

Payment for Services

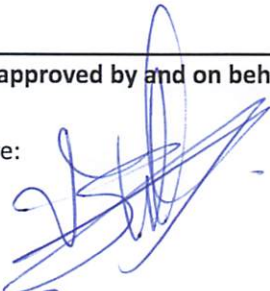
CC's AML Consultancy Services is charged on a monthly basis in the amount of USD 1780.00 per month, Payment shall be due on a monthly basis and shall be made in accordance with the terms outlined in this agreement. All mentioned costs are exclusive of 3% office costs and taxes.

-ANNEX 3-

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Compliance Caribbean Werfstraat 6, Scharloo, Curaçao	
Service Order No 1.	
Client: Throne Entertainment B.V.	
Service Description:	
Service Fee:	
Hereby approved by and on behalf of the Client	
Signature: 	Signature: 
Full Name: FRANSIEN v HAAREN	Full Name: BERNARDUS VAN LEEUWEN
Designation: Director	Designation: Director
Date: 23/09/2024	Date: 23/09/2024

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-ANNEX 4-

DATA PROCESSING AGREEMENT

The Parties **TE** (hereinafter the "Controller") and ...(hereinafter the "Processor") further agree to the following:

WHEREAS:

- A. The Parties have entered into the Service Agreement;
- B. The Parties are aware of their obligations in light of the GDPR (as defined herein), and acknowledge that in virtue of the processing of personal data arising out of the Agreement, Parties are required by the same to enter into an agreement to regulate their rights and obligations as Controller and Processor respectively; and
- C. The Parties wish to supplement the Agreement in accordance with the terms and conditions set out hereto.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 Definitions

1.1 In this Annex the following terms shall have the meaning stated below:

Annex: means this present Appendix 2 to the Agreement.

Data Protection Laws: Means (a) The General Data Protection Regulation ((EU) 2016/679) (hereinafter the "GDPR") (as from the 25th of May 2018) and its successor legislation as may from time to time come into force, any national implementing laws, regulations and secondary legislation, as amended or updated from time to time; and (b) any code of practice or guidance published by any applicable Regulator or the European Data Protection Board from time to time.

Personal Data: Means the same as it does in the GDPR and shall, for the purposes of this Annex refer specifically to personal data being processed pursuant to the carrying out of the Processor's obligations in terms of the Agreement.

1.2 Unless explicitly stated otherwise in this Annex, all terms defined in the Agreement shall have the same meaning in this Annex.

1.3 All capitalised terms not defined in this Clause 1 or the Agreement shall have the meaning assigned to them in the Data Protection Laws.

2 Scope

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2.1 The Parties acknowledge and agree that the Agreement requires the Processor to process personal data in the name and on behalf of the Controller in order to carry out its obligations.

2.2 In assisting the Controller to fulfill its obligation to comply with the requirements set out in the Data Protection Laws Processor's duty is limited by taking into account the nature of the processing and the information available to the Processor itself.

2.3 For the avoidance of doubt the Processor shall not represent the Controller or act on behalf of the Controller toward any Supervisory Authority.

3 Parties Warranties and Obligations

3.1 To the extent that the Processor processes Personal Data, it shall:

3.1.1 Process Personal Data of for and on behalf of the Controller (or another company falling within the same group as the Controller's), if applicable and where agreed between the Parties in accordance with Appendix 1) for the purposes of performing its obligations under the Agreement, and only in accordance with the terms of this Annex and any reasonable instructions from the Controller insofar as such as strictly required for the fulfillment of the obligations set out in the Agreement. Unless prohibited by law, if the Processor is required by European Union law (or the law of one of the Member States of the European Union) to act other than in accordance with the instructions of the Controller, the Processor shall, where and to the extent that such is allowed, promptly notify the Controller prior to commencing such processing of personal data;

3.1.2 Not otherwise modify, amend or alter the contents of the Personal Data processed in terms of the obligations arising hereby unless specifically authorised to do so in writing by the Controller;

3.1.3 Notify the Controller if it considers, in its opinion (acting reasonably), that any of Controller's instructions under Clause 3.1.1 infringes any of the Data Protection Laws requirements;

3.1.4 Ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to Personal Data being processed in terms of this Annex;

3.1.5 Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the personal data confidential;

3.1.6 Assist the Controller, at its own cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

3.1.7 Not disclose Personal Data to a third party (including a sub-contractor but excluding companies within the Controller's group of companies insofar as such is required for the fulfillment of the

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Agreement) in any circumstances without Controller's prior written consent, unless such is required by applicable law or regulation;

3.1.8 Not process or otherwise transfer any Personal Data outside the European Economic Area except with the prior written consent of the Controller, and in granting consent to the transfer, the Controller may impose such terms on the processing of the Personal Data on the other party and/or on any sub-contractor, including incorporating model clauses and/or a direct data processing agreement;

3.1.9 Notify the Controller promptly (and in any event no later than within twenty-four (24) hours) following its receipt of any Subject Access Request or Supervisory Authority concerned request or third party request, and shall:

- a) not disclose any Personal Data in response to any Data Subject Request or Supervisory Authority Concerned request or third party request without Controller's prior written consent;
- b) provide the Controller promptly and in any event in accordance with the instructions of the Controller to enable it to comply with the relevant timescales set out in the applicable Data Protection Laws with all reasonable cooperation and assistance required by the Controller in relation to any such Data Subject request or Supervisory Authority Concerned request or third party request;
- c) without prejudice to what stated above, if such disclosure is mandatory and required to comply with any instructions or orders of the Supervisory Authority concerned, Processor must comply with such request and such compliance shall not give rise to any liability for the Processor itself;

3.1.10 Notify the Controller promptly (and in any event no later than within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach; and except to the extent required by law (being the governing law of the Agreement, or one of the Member States of the European Union or otherwise, as applicable in relation to the legal obligations of each party), on termination or expiry of the Agreement (as applicable), cease processing all Personal Data and return and/or permanently and securely destroy (as directed in writing by the Controller) all Personal Data and all copies in its possession or control.

3.2 Notwithstanding anything in this Annex to the contrary, the foregoing Clause 3.1 shall continue in full force and effect for so long as the Processor processes any Personal Data in terms of the Agreement even if such processing takes place following the termination of the Agreement.

3.3 The Processor shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Personal Data for the duration and the scope of the Agreement.

3.4 Both Parties shall comply with all applicable requirements of the Data Protection Laws and both Parties acknowledge that the obligations set out in this Clause 3 are in addition to, and do not relieve, remove or replace the Parties' obligations under the Data Protection Laws.

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3.5 Each Party shall use its reasonable endeavors to assist the other Party to comply with any obligations under the Data Protection Laws and shall not perform its obligations under this Annex in such a way as to cause the other Party to breach any of its obligations under the Data Protection Laws to the extent that such Party is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3.6 Except as otherwise provided, this Annex does not transfer Foundership of, or create any licences (implied or otherwise), in any Intellectual Property rights in any Personal Data.

3.7 Each Party shall indemnify and keep indemnified the other Party from and against losses suffered or incurred by that Party arising out of or in connection with claims and proceedings arising from any breach of the other Party's obligations under this Clause 3, such indemnity to be capped at the Maximum Liability Cap as per the Agreement.

3.8 The Service Provider shall, for the purposes of processing personal data under this agreement record all the following information in terms of the GDPR:

3.8.1 the name and contact details of the Service Provider and of its sub-processors (duly authorised in writing by the Client) and of the Client on behalf of whom the Service Provider is acting, and, where applicable, of the Client's or the Service Provider's representative, and the data protection officer thereof;

3.8.2 the categories of processing carried out on behalf of each controller;

3.8.3 where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers in terms of the GDPR, the documentation of suitable safeguards;

3.8.4 where possible, a general description of the technical and organisational security measures required by the GDPR.

3.9 The Processor shall not engage any sub-processors for the purposes of the Agreement without the written consent of the Controller and in such an event, the Processor undertakes to ensure that any such sub-processor is engaged subject to the terms of this Annex.

3.10 The Processor undertakes to ensure that it and any sub-processors it engages shall, on request by the Controller, provide the Controller's auditors with any information required for their inspections.

4 Miscellaneous

4.1 The Parties agree that this Annex shall, for all intents and purposes, be deemed to be effective as of the Effective Date and shall continue in effect, unless amended in writing by agreement of both Parties, for so long as the Processor processes any Personal Data on behalf of the Controller.

4.2 This Annex is a modification of the Agreement and not its replacement. Except as explicitly amended above in this Annex, all terms and conditions of the Agreement shall continue in effect without any change for the remainder of its Term.

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4.3 No provision of this Annex (or any document entered into in connection with this Agreement) will be modified or varied without the prior written consent of the Parties. Further no modification or variation of this Annex will operate as a general waiver of any provisions of this Annex or the Agreement, unless expressly agreed in writing by the Parties.

4.4 If any provision of this Annex is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then this will not affect the other provisions of this Annex which will remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

4.5 This Annex constitutes the entire agreement and understanding of the Parties relating to the subject matter of this Annex and supersedes any previous agreement or understanding between the Parties in relation to such subject matter and the Parties have not relied on and will have no remedy in respect of any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in the Annex. Nothing in this section will limit or exclude any liability for fraud or fraudulent misrepresentation,

4.6 For the avoidance of doubt, where there is a conflict between this Annex and the Agreement, this Annex shall prevail.

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Appendix - 1

Data Protection details

Subject matter of processing	Processing of services to be rendered under this agreement
Duration of processing	Duration of the Agreement
Nature and purposes of processing	Fulfillment of the obligations deriving from the Agreement
Type of Personal Data being processed	Personal documentation including passport number, ID Card number, email, telephone number, full name, birth date and address.
Categories of Data Subjects involved in the processing	Employees, directors, shareholders and clients.

IN WITNESS WHEREOF, the Parties have executed this Annex on the dates below, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

SIGNATURES:

Signed by:
David Eminyan
448EB39CBDCF4FF...

THE CONTROLLER

DATE: 10/09/2024



THE PROCESSOR

DATE: 10/09/2024

Signed by:
Alejandra Lucila Guerrero Moreno
783826E93E3249A...

THE CONTROLLER

DATE: 10/09/2024