

MEMORANDUM OF UNDERSTANDING
Between
Association of Compliance Officers of Panama (ASOCUPA)
and
Pole Star Global

MEMORANDUM OF UNDERSTANDING
(the "MOU")

This Memorandum of Understanding (the "Agreement") is effective (DATE)

BETWEEN: Association of Compliance Officers of Panama (ASOCUPA), a non-profit professional association duly organized and existing under the laws of the Republic of Panama, with its principal place of operations in Panama City; Panama

AND: Pole Star Global, a global provider of advanced risk intelligence, analytics, and data-driven solutions, with operations and clients worldwide.


ASOCUPA and Pole Star Global may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

CONSIDERATIONS

WHEREAS, ASOCUPA is a non-profit organization whose primary mission is the training, professional development, and capacity building of compliance, risk, and financial crime prevention professionals, with a focus on Anti-Money Laundering (AML), Counter-Terrorist Financing (CTF), and the Prevention of the Financing of the Proliferation of Weapons of Mass Destruction (PF), serving both the national and international compliance community;

WHEREAS, ASOCUPA maintains strategic alliances with regional and international associations and institutions, including counterparts in Honduras, the Dominican Republic, Guatemala, Colombia, Mexico, the United States, among others, to promote cross-border knowledge sharing and best practices;

WHEREAS, Pole Star Global is recognized for its expertise in risk intelligence, geopolitical analysis, advanced analytics, and data-driven decision support, and actively contributes to strengthening global compliance and risk management capabilities;



WHEREAS, the Parties share a common interest in promoting high-quality training initiatives aimed at enhancing compliance knowledge, risk awareness, and professional standards;

NOW, THEREFORE, the Parties agree as follows:

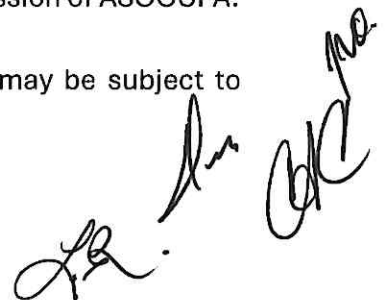
1. **Purpose.** The purpose of this MOU is to establish a framework for collaboration between ASOCUPA and Pole Star Global for the development, promotion, and dissemination of training initiatives, whether virtual or in-person, related to compliance, AML, CTF, PF, and associated risk topics.

This MOU does not create exclusiveness, partnership, agency, or joint venture between the Parties.

Nothing in this MOU prevents the Parties from entering into one or more separate written agreements for commercial collaboration, referral arrangements, member benefit programs or other business activities, if mutually agreed.

2. **Scope.** The collaboration under this MOU may include, subject to mutual agreement:
 - a. Webinars, workshops, seminars, conferences, or training sessions delivered in virtual and/or in-person formats;
 - b. Participation of subject-matter experts designated by Pole Star Global in training activities promoted by ASOCUPA;
 - c. Academic or technical sessions aimed at compliance professionals, regulators, and related stakeholders
 1. Educational Use of Solutions in Training
 1. Subject to Pole Star Global's discretion and applicable confidentiality, licensing and data restrictions, Pole Star Global may incorporate demonstrations of its products, platforms, workflows, dashboards, or analytical methodologies into training activities conducted under this MOU for educational purposes. The Parties acknowledge that such demonstrations are intended to support instruction and professional development and do not, by themselves, constitute a commercial offer unless expressly stated otherwise in a separate written agreement.
 - d. Knowledge-sharing initiatives aligned with the educational mission of ASOCUPA.

Each specific activity shall be agreed upon separately in writing and may be subject to additional logistical or operational arrangements.



3. The Parties Obligations.

ASOCUPA agrees to:

- a. Disseminate and promote, through its official communication channels (including newsletters, email distributions, website, and social media), the training activities that Pole Star Global formally notify ASOCUPA of under this collaboration.
- b. Facilitate access to the compliance community within its network for informational and educational purposes.
- c. Act in accordance with its non-profit mission, ensuring that all activities promoted under this MOU are aligned with educational and professional development objectives.

ASOCUPA shall not be responsible for the content, delivery, or technical execution of the trainings conducted by Pole Star Global.

Pole Star Global agrees to:

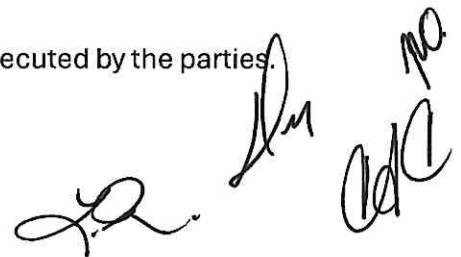
- a. Provide timely and accurate information regarding the training initiatives to be promoted by ASOCUPA;
- b. Ensure that all training content complies with applicable laws, regulations, and professional standards;
- c. Designate qualified speakers or instructors for the delivery of training activities.

4. No Economic Benefit. The Parties expressly agree that, except as may be set forth in a separate written agreement signed by both parties, ASOCUPA shall not receive any financial compensation, commission, referral fee, or economic benefit of any kind derived from the training activities conducted or offered by Pole Star Global under this MOU.

For the avoidance of doubt, this MOU is intended to support educational and professional development collaboration only. Any arrangement relating to:

- ASOCUPA Member benefits tied to Pole Star Global products or services
- Referrals
- Revenue sharing
- Subscriptions
- Paid access to tools, platforms or solutions

Shall be governed exclusively by a separate written agreement executed by the parties.

The image shows three handwritten signatures in black ink. The first signature on the left is a stylized cursive signature. The second signature in the middle is also cursive and appears to be a name. The third signature on the right is a more complex cursive signature, possibly including initials and a surname.

Understanding that ASOCUPA is a non-profit organization, in the event that costs are incurred as part of the training activities, any expenses associated with the logistical organization or delivery of the training event, including but not limited to venue rental, audiovisual equipment and services, coffee breaks, or other event-related expenses, that are not covered by Pole Star Global or ASOCUPA may be assumed by the participants, provided that such costs are previously disclosed to Pole Star Global and approved by it in writing.

In the absence of such prior written consent, no charges or fees shall be incurred or passed on to participants, and ASOCUPA reserves the right, at its sole discretion, not to carry out the training activity, without incurring any liability.

- 5. Intellectual Property.** All intellectual property rights related to training materials, content, methodologies, and presentations shall remain the exclusive property of the Party that develops them, unless otherwise agreed in writing.

Nothing in this MOU shall be construed as granting any license or ownership rights beyond the purposes expressly stated herein.

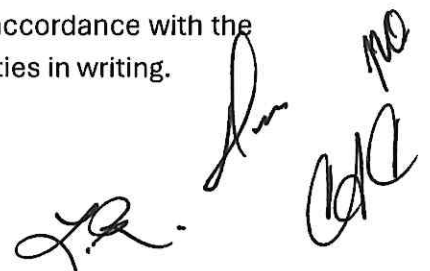
- 6. Confidentiality.** The Parties agree to maintain the confidentiality of any non-public information exchanged in connection with this MOU, unless disclosure is required by law or authorized in writing by the other Party.

- 7. Non-Exclusivity and Independence.** This MOU is non-exclusive. Each Party remains free to enter into similar agreements with third parties.
Nothing herein shall be deemed to create an employment relationship, agency, partnership, or joint venture.

- 8. Duration and Termination.** This MOU shall enter into force on the date of its signature and shall remain effective for a period of one (1) year, renewable by mutual written agreement.

Either Party may terminate this MOU at any time upon thirty (30) days' prior written notice to the other Party.

- 9. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the Republic of Panama, unless otherwise agreed by the Parties in writing.

Handwritten signatures of the parties. There are three distinct signatures in black ink, located in the bottom right corner of the page. The signatures are stylized and appear to be initials or first names.

10. Non-Binding Nature. This MOU reflects the good faith intentions of the Parties and does not create legally binding obligations, except for provisions expressly stated as surviving termination (including confidentiality and intellectual property).

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the dates set forth below.

For ASOCUPA

Name: Marlene A. Cardona G.

Title: President

Date: 7 April 2026

For Pole Star Global

Name: A. V. H. S. J.

Title: _____

Date: 7/4/2026

For ASOCUPA

Name: Lorena Bermudez R.

Title: Witness 1

Date: 7 April 2026

For Pole Star Global

Name: [Signature]

Title: Witness 2

Date: 7 April 2026