

**Rothschild & Co**  
23 bis, Avenue de Messine  
75008 Paris, France

October 10, 2025

To:  
**Aeternum LLC**  
7450 W Cheyenne Ave Ste 103  
Las Vegas, NV 89129 United States

And

**Ali Holdings LLC**  
875 3rd Ave  
New York, NY, 10022  
United States

Subject: **Commitment to Collaborative Financial Transaction Facilitation and Cooperation**

Dear Sirs / Madams:

On behalf of **Rothschild & Co**, we are pleased to express our commitment to enter into a cooperative arrangement with **Aeternum LLC** and **Ali Holdings LLC** (each a “Party”, collectively the “Parties”) to ease, support, and facilitate financial transactions, leveraging real-time data, shared platforms, and mutual capabilities.

This letter is intended to set forth the framework and mutual understandings under which we propose to formalize a binding agreement. Below are the principal terms and conditions of the intended cooperation.

1. Purpose and Scope of Cooperation :

1.1 **Objective.** The Parties aim to jointly facilitate the execution, settlement, monitoring, and liquidity management of cross-entity financial transactions (including but not limited to payments, asset transfers, treasury operations, trade financing, foreign exchange, hedging, and structured finance) (“Financial Transactions”).

1.2 **Real-Time Data Integration.** Each Party agrees to provide, share, or permit access (to the extent permissible under applicable law and confidentiality constraints) to real-time or near-real-time financial, market, and transactional data (e.g. payment statuses, cash positions, pricing feeds, FX rates, liquidity metrics) via agreed APIs, data feeds, or secure channels, so as to improve efficiency, risk oversight, and transparency.

1.3 **Technology & Platform.** The Parties shall jointly evaluate or develop (or adopt) a secure technology platform or interface (the “Platform”) that supports the processing, monitoring, reconciliation, and audit of the Financial Transactions in real time.

1.4 **Governance & Oversight.** The Parties will establish a joint steering committee (or governance board) to oversee the cooperation, make policy decisions, review performance, and resolve escalations.

1.5 **Territory & Jurisdiction.** Unless otherwise agreed, the cooperation will apply to all jurisdictions and markets in which the Parties currently operate or may in the future operate (subject always to regulatory compliance in each jurisdiction).

2. Roles & Responsibilities :

2.1 **Rothschild & Co’s Commitments.**

Provide expertise, advisory, and due diligence support for transaction structuring, risk assessment, and compliance oversight.

Deploy or make available technology or systems (or integration) for real-time data aggregation, reconciliation, and reporting.

Monitor counterparty, credit, and operational risk associated with joint transaction flows.

Coordinate with regulators, banks, custodians, clearing houses, or payment systems to ensure seamless execution.

## 2.2 Aeternum LLC's Commitments.

Provide access to its internal banking or treasury systems and data as necessary (within legal limits).

Ensure that any counterparties, accounts, or channels under its control conform to the standards (security, compliance) required by the cooperation.

Participate actively in the governance structure, convening meetings, and providing periodic reports or forecasts.

## 2.3 Ali Holdings LLC's Commitments.

Similarly, permit the necessary data access, system interconnectivity, and administrative cooperation.

Support requisite compliance, audit, and reporting obligations in respect of transactions, tax, anti-money laundering, KYC/AML, etc.

Engage in joint marketing, client engagement efforts (if applicable), and promotion of the joint capability to third parties.

## 2.4 Joint Responsibilities.

Harmonize standards for data security, confidentiality, encryption, identity management, audit trails, and control protocols.

Share in the costs of technology, platform development, maintenance, and upgrades (on terms to be negotiated).

Seek regulatory approvals, licenses, or notifications as required in each jurisdiction.

Establish a dispute resolution mechanism (e.g. arbitration, courts) for conflicts arising under the cooperation.

## 3. Legal, Compliance & Regulatory Matters :

**3.1 Compliance.** Each Party warrants that its participation in the cooperation will comply with all applicable laws, regulations, and industry standards (e.g., banking, securities, data protection, foreign exchange, anti-money laundering, counter-terrorist financing) in their respective jurisdictions.

**3.2 Confidentiality & Data Protection.** The Parties shall enter into a standalone confidentiality / data sharing agreement, which will define permitted uses, retention, data anonymization, privacy safeguards, breach protocols, and liabilities.

**3.3 Liability & Indemnification.** The cooperation agreement shall include detailed liability allocations, limitations of liability, indemnification obligations, and insurance coverage (cyber, professional, operational) to protect each Party.

**3.4 Termination & Exit.** The agreement shall provide for termination rights (for cause, convenience, regulatory change), wind-down protocols, data retention/disposal, and transition arrangements.

## 4. Term, Effective Date & Implementation :

**4.1 Effective Date.** The Parties intend that the definitive cooperation agreement shall become effective on the date of the last signature, or at a mutually agreed future date (the "Effective Date").

**4.2 Initial Term & Renewal.** The initial term shall be for **three (3) years**, renewable automatically for successive one-year terms unless any Party gives written notice of non-renewal at least 90 days before the expiry.

**4.3 Milestones & Implementation Plan.** Within 30 days after the Effective Date, the Parties will adopt a detailed implementation roadmap, with key milestones (e.g. systems integration, pilot transactions, compliance approvals, full rollout) and responsibilities.

## 5. Representations & Warranties :

Each Party will represent and warrant, as of the Effective Date and continuing, that:

It has full power, authority, and legal capacity to enter into the cooperation agreement and to perform its obligations.

The execution and delivery of such agreement does not violate any agreement, law, regulation, or obligation to a third party.

It will maintain sufficient internal controls, cybersecurity defenses, audit processes, and financial capacity to support the cooperation.

There are no actions, suits, or proceedings pending or threatened against it that would materially impair its ability to perform under the cooperation.

6. Miscellaneous Provisions :

**Governing Law & Dispute Resolution.** The cooperation agreement will specify the governing law (e.g. English law, New York law, or another mutually agreed law) and a dispute resolution mechanism (e.g. arbitration under ICC rules, or courts).

**Amendments.** Any amendment must be in writing and signed by all Parties.

**Assignment.** Neither Party may assign or delegate its rights or obligations without prior written consent, except to permitted affiliates.

**Notices.** Notices to be delivered to the official addresses of the Parties (or as updated in writing).

**Entire Agreement / Severability.** The cooperation agreement (with schedules, annexes) will constitute the full understanding; invalid provisions will be severed without affecting others.

If you are agreeable in principle to the above framework, we propose that our legal teams begin drafting a detailed cooperation agreement reflecting these terms (and any additions or adjustments you require). We look forward to working closely with you both to deliver a seamless, efficient, and well-governed joint platform for financial transactions.

Please let me know your comments, proposed modifications, or confirmation to proceed.

Yours sincerely,

Alexandre de Rothschild



Alexandre de Rothschild – Executive Chairman  
Rothschild & Co

cc: Legal / Compliance Teams, Aeternum LLC; Ali Holdings LLC