



## ENGAGEMENT AGREEMENT

Between Supranext and CCG Compliance Consulting Group LLC for Services of Chief Compliance Officer\*\*

**This Engagement Agreement (“Agreement”)** is entered into as of January 19<sup>th</sup>, 2026 (“Effective Date”) by and between:

**Polyarchia Romana / Supranext Group of Companies (Supranext)**, including its present and future operating entities (collectively, the “Company”), with principal offices at 14 Wall St. NY,NY 10005 and **CCG Compliance Consulting Group LLC**, a limited liability company organized under the laws of Florida, with offices at 7000 W. Palmetto Park Rd Suite 210 Boca Raton FL 33433 (“Consultant”).

The Company and Consultant may be referred to individually as a “Party” and collectively as the “Parties.”

### 1. Appointment and Scope of Engagement

**1.1 Appointment.** The Company hereby engages Consultant to provide the services of **Chief Compliance Officer (“CCO”)** to the Company. Consultant shall designate **Richard Lani** (“Designated Officer”) to serve in this capacity.

**1.2 Authority.** The Designated Officer shall have the authority necessary to perform the duties of CCO, including access to all personnel, systems, records, and information required to fulfill the obligations outlined in this Agreement.

**1.3 Independent Contractor.** Consultant is engaged as an independent contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency between the Parties.

### 2. Duties and Responsibilities of the CCO

Consultant, through the Designated Officer, shall provide comprehensive compliance oversight and governance services, including but not limited to:

## **A. AML/CTF Program Management**

- Develop, implement, and maintain the Company's global AML/CTF compliance program.
- Ensure compliance with applicable AML laws and regulations across all jurisdictions in which the Company operates.
- Oversee CDD, EDD, sanctions screening, and ongoing monitoring.
- Prepare and file STR/SAR reports as required.

## **B. Beneficial Ownership & Transparency**

- Verify and document ultimate beneficial owners (UBOs) across all Company entities.
- Maintain beneficial-ownership registers and ensure compliance with cross-border transparency obligations.
- Apply cascading ownership-verification protocols.

## **C. Securities-Law Compliance**

- Oversee compliance with U.S. Regulation D and other applicable securities frameworks.
- Supervise accredited-investor verification, subscription-agreement controls, and required filings.
- Maintain restricted-securities tracking and transfer controls.
- Review and update offering documents, disclosures, and risk factors.

## **D. Regulatory Compliance & Licensing**

- Monitor regulatory developments across all relevant jurisdictions.
- Maintain a compliance calendar and ensure timely filings.
- Coordinate with external counsel to avoid triggering unintended licensing obligations.

## **E. Internal Governance & Controls**

- Draft and maintain policies, procedures, and internal controls.
- Conduct internal audits and coordinate external compliance reviews.
- Implement training programs for directors, officers, and staff.
- Investigate compliance breaches and recommend corrective actions.

## **F. Risk Management**

- Conduct enterprise-wide risk assessments.
- Maintain risk-rating methodologies for clients, transactions, and jurisdictions.
- Report findings and mitigation strategies to the Board.

## **G. Ethics, Conflicts of Interest & Whistleblowing**

- Maintain the conflict-of-interest register.
- Oversee whistleblower channels and investigations.
- Ensure adherence to ethical and fiduciary standards.

## H. Data Protection & Privacy

- Ensure compliance with GDPR, U.S. privacy laws, and other applicable data-protection frameworks.
- Oversee data-security controls and breach-response procedures.

## 3. Compensation

**3.1 Initial Binding Payment.** The Company shall pay Consultant USD \$10,000 within 30 days from entering into this agreement. This payment binds the agreement and covers services rendered during the initial engagement period.

### 3.2 Ongoing Monthly Compensation.

Beginning February 28th, 2026, until the Company's initial revenue is established, and the business plan is under active development, Consultant shall issue monthly invoices of \$10,000 payable not later than 10 days from the invoice date.

**3.3 Payment of Compensation.** Upon receipt of each invoice, the Company shall pay the amount of the invoice within 10 days of the invoice date. Payment shall be made by wire transfer to the account number provided by Consultant.

**3.4 Payment of Taxes.** Consultant shall be responsible for all taxes and fees (including but not limited to sales tax) on the compensation received by Consultant.

## 4. Professional Liability Insurance (Errors & Omissions)

Consultant shall maintain, at its own expense, a professional liability (errors and omissions) insurance policy with limits of not less than **USD \$1,000,000 per claim** and **USD \$1,000,000 aggregate**. Consultant shall provide evidence of such coverage to the Company upon reasonable request and shall notify the Company in the event of any material change, cancellation, or non-renewal of such coverage. Nothing in this section shall be construed to expand Consultant's liability beyond the limits expressly outlined in this Agreement.

## 5. Term and Termination

**5.1 Term.** This Agreement shall commence on the Effective Date and continue until terminated as provided herein.

**5.2 Termination.** Either Party may terminate this Agreement upon **thirty (30) days' written notice**. Termination shall not relieve the Company of its obligation to pay for services rendered through the effective date of termination.

**5.3 Survival.** Sections relating to confidentiality, indemnification, insurance, and payment obligations shall survive termination.

## 6. Confidentiality

Consultant shall maintain strict confidentiality regarding all Company information, except as required by law or regulatory obligation. Consultant shall implement appropriate safeguards to protect confidential information.

## 7. Indemnification

7000 W. Palmetto Park Rd. Suite 210 Boca Raton FL 33433  
561-990-1922

The Company shall indemnify and hold harmless Consultant and the Designated Officer from any claims, liabilities, or expenses arising out of the performance of services under this Agreement, except to the extent caused by Consultant's gross negligence or willful misconduct.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-law principles.

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

## 10. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

## 11. Signatures

IN WITNESS WHEREOF, the Parties have executed this Engagement Agreement as of the Effective Date.

**For Supranext**

*DB*

Date: 1/19/26

**David Baccini**  
Chief Executive Officer

**For CCG Compliance Consulting Group LLC**

*Richard A Lani*

Date: 1/19/26

**Richard Lani**  
Designated Chief Compliance Officer

Richard A. Lani  
Biography



Rich Lani – President CCG Compliance Consulting Group 2003-present. Former Compliance Director at Republic Metals Corporation (RMC) and Asahi Refining Florida Inc. (2013-2019). More recently AML Compliance Officer for Valcambi (USA) Inc. (2019-2023) Mr. Lani enjoys an illustrious, thirty-year career with major financial institutions in regulatory compliance and risk management of Futures, Commodities, Swaps, Foreign Exchange, and OTC Derivatives at a senior level.

Rich attended Pace University and New York University. He was past president of the Futures Industry Association (FIA) Operations Division and served on its board of directors for several years. Rich was also active in working with futures industry leaders and regulators in developing some of the rules and regulations now in place and was a speaker at an FIA national conference. Rich is a Certified Anti-Money Laundering Specialist and a Certified AML Fintech Compliance Associate.

Rich joined Republic Metals in 2013 heading up its Compliance Department. He was responsible for the development and implementation of RMC's supply chain management, AML program, and corporate governance policies. Rich also chaired the firm's Client Onboarding Committee. Rich was instrumental in obtaining RMC's certifications with the London Bullion Market Association (LBMA) and the Responsible Jewelry Council (RJC) as a conflict free refinery. While at RMC Rich traveled extensively throughout Latin America visiting and vetting private and publicly owned Gold mines.

Rich is a member of the Association of Certified Anti-Money Laundering Specialists (ACAMS), the Association of Certified Fraud Examiners (ACFE), and The Compliance and Legal Society of the Securities Industry and Financial Markets Association (SIFMA). Served as alternate delegate United States Bank Secrecy Act Advisory Group (BSAAG) representing the precious metals industry. Guest speaker 10<sup>th</sup> ICGLR-OECD-UN GoE Forum on Responsible Mineral Supply Chains.