

## Account Management Agreement

This Account Management Agreement (the “**Agreement**”) is made on 01/10/2024 (the “**Effective date**”) by and between:

(i) **CHABAKA MUSIC DMCC**, a company registered Dubai Multi Commodities Centre Authority (DMCC) under the number DMCC 197860, having its registered office at Unit No: 2196 DMCC Business Centre Level No 1 Jewellery & Gemplex 3 Dubai United Arab Emirates; herein referred to as the “**Company**”;

(ii) **Yosra Baccouche**, Tunisian nationality, holding a Passport number H046764 and having its elected address for the purposes of this agreement at Tunisia, Sokra, rue Casablanca, Villa N°6Bis, Tunisia 2036; herein referred to as “**Manager**”

### RECITALS

A. The Company runs an operation which business include the provision of digital distribution and content management services to content owners.

B. Manager is an Individual with expertise and a wide network of contacts in the field of business in which the Company operates and has the ability to secure deals and contracts with Prospective Clients for the Company and Manage the accounts of said clients.

C. The Company desires to retain Manager to introduce the Company to Prospective Clients, secure with such clients Definitive Agreements with the Company in which the Prospective Clients retain the Company’s exclusive services for the management and distribution of their content on digital platforms, and manage such accounts on behalf of the Company (the “**Business Opportunity**”).

D. Manager is willing to undertake such Business Opportunity under certain terms and conditions.

Accordingly, the Company and Manager agree as follows:

### AGREEMENT

1. **Engagement.** The Company hereby engages Manager and Manager hereby agrees to act as a Finder and Manager to identify and introduce and otherwise assist the Company with completing Transactions (as defined below) with Potential Clients (the “**Services**”). In carrying out the Services, Manager shall utilize its best efforts to identify opportunities, facilitate introductions and communications with potential clients, assist in preparation of applicable presentations, exchange information and arrange meetings between the Company and such Potential Clients. Manager shall participate in meetings and negotiations to the extent necessary and as instructed by the Company until the execution of a Definitive Agreement (as defined below) between the Company and any such Potential Client to the extent reasonably requested by the Company. Manager shall Manage any client

Company: \_\_\_\_\_

Manager: \_\_\_\_\_

account following the signature of a Definitive Agreement. Manager's Scope of Work under this Agreement shall be detailed in Appendix A hereunder.

2. **Certain Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
- a. **"Costs"** means (a) any and all fees and costs incurred by the Company in the course of required performance by the Company pursuant to a Definitive Agreement (b) costs of any third party charges and expenses incurred by the Company in the course of required performance by the Company pursuant to a Definitive Agreement; (c) returns allowances, discounts, reserves and promotion expenses payable by the Company in connection with a Transaction and (d) any taxes, fees, charges, assessments or penalties regardless of the jurisdiction in which the same are assessed, payable by the Company in connection with a Transaction.
  - b. **"Definitive Agreement"** means a binding written agreement between the Company and a Prospective Client setting forth the definitive terms of a Transaction. A letter of intent, term sheet or similar document, whether or not any portion thereof may be binding, shall not constitute a Definitive Agreement for purposes of this Agreement.
  - c. **"Fee Eligibility Period"** means the period beginning on the Effective Date and ending on the date that is the end of the Term of this Agreement or earlier termination by the Company.
  - d. **"Net Cash"** means (a) cash actually received by the Company in relation to the management and distribution of Prospective Client content on digital platforms and pursuant to a Definitive Agreement (Company's Share of revenues not all revenues), but excluding cash actually received by the Company for the performance of any other unrelated services even if performed in connection with the Definitive Agreement, less (b) all Costs.
  - e. **"Prospective or Potential Client"** means any party introduced by Manager to the Company during the Term for purposes of evaluating a Business Opportunity and in the aim of signing a Definitive Agreement.
  - f. **"Transaction"** shall mean a transaction or series of related transactions with respect to which the Company and a Prospective Client have entered into a Definitive Agreement during the Fee Eligibility Period involving the retainment of the Company's exclusive services for the management and distribution of the Prospective Client content on Digital Platforms for purposes

Company: \_\_\_\_\_

Manager: \_\_\_\_\_

of a Business Opportunity. If, however, after the Company enters a Definitive Agreement with a Prospective Client, the Company enters into a second Definitive Agreement with the same Prospective Client, but involving different types of services as defined in this Agreement, then the transactions contemplated by such Definitive Agreement shall not constitute a "Transaction" for purposes of this Agreement and no Success Fee shall be payable with respect thereto, except as otherwise agreed in writing by the parties. Any arrangement or portion of any Transaction with respect to which the Company receives fees for the performance of services unrelated to a Business Opportunity shall not constitute a "Transaction."

e. "Current Clients" shall mean current clients managed by the Manager, that have entered into a Definitive Agreement on or before the Effective Date, as specified in Appendix A to this Agreement.

3. **Compensation – Fees.** As compensation for the Services, the Company shall pay Manager a success fee in accordance to the following:
- i. If, during the Fee Eligibility Period, the Company enters into a Definitive Agreement for one or more Transactions, then the Company shall pay Manager a success fee of the Net Cash received by the Company for each such Transaction amounting to Seven Percent (7%) of Net Cash (the "Success Fee"). For clarity and the avoidance of doubt, if the Definitive Agreement grants the Company 30% of Digital Distribution revenues (that constitutes Net Cash after deducting costs), Manager shall receive a Success Fee equal to 7% of Net Cash (and not from the total revenues received under the Definitive Agreement) in other words 7% of the 30% (or any other Company share set in the Definitive Agreement) received by the Company, constituting its share under a Definitive Agreement.
  - ii. Success Fees shall be paid by the Company to Manager on a quarterly basis (3 months) at the end of the month following the end of the quarter, provided that Revenues are higher than USD /100/ (One Hundred United States Dollars). In the case the Success Fee of the Manager is equal or less than USD /100/ (One Hundred United States Dollars), the payment of the Manager's Success Fee shall be added to the following payment of the upcoming quarter. Each payment of the Success Fee shall be accompanied by a statement showing the basis for calculation of the Success Fee payable hereunder, including a description, in reasonable detail, of Costs, if any.
  - iii. In addition to the Success Fee mentioned above, the Manager shall receive a monthly lump sum fee of USD940.00 (Nine Hundred and Forty United States Dollars); Such fee shall be paid for the term of the Agreement.

Company: \_\_\_\_\_

Manager: \_\_\_\_\_

- iv. The parties hereto expressly acknowledge and agree that (i) the Company is under no obligation to accept any proposal for a Transaction, and no Success Fee shall be owed if a Definitive Agreement is not executed during the Fee Eligibility Period and (ii) the Company disposes of a right of first refusal over any Business Opportunity with Potential Clients; for the avoidance of doubt, the Manager is under an obligation to preferentially introduce any Potential Client to the Company first, before engaging any third Party; it is only when the Company expressly refuses any Potential Client, that the Manager is free to engage third parties and (iii) the Manager cannot sign a Definitive Agreement with any third Party, before the Company is first introduced to the Client and expressly refuses said Client.

#### 4. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall continue for One (1) Year (the “**Initial Term**”), unless and until terminated by Company at its sole discretion. It shall be automatically renewed for consecutive Additional Terms of One (1) Year each (“**Additional Term**”) unless either Company or Manager notifies the other party in writing of its willingness not to renew this Agreement at least one (1) month prior to the end of the Initial Term or any of the Additional Terms. As used herein and throughout this Agreement, the phrase “Term of this Agreement” and the word “Term” shall include the Initial Term, together with any extensions (Additional terms), if any, as provided herein.
- b. Notwithstanding the foregoing, this Agreement may be terminated:
  - i. by the Company for any reason and at its sole discretion immediately and without any notice.
  - ii. automatically upon the occurrence of any event of bankruptcy, insolvency or liquidation of any party.

- 5. **Effect of Termination.** Upon termination of this Agreement for any reason, Manager shall have no further obligation to provide the Services. Any termination or expiration of this Agreement, except as set forth herein, shall not affect the obligation of the Company to (i) pay amounts owing to Manager, which have been earned or accrued prior to the date of such termination or expiration, or which become payable during the Fee Eligibility Period or after such termination or expiration and (ii) to reimburse Manager for expenses in accordance with the provisions of this Agreement. Any of the Company’s obligation to pay any Success Fee earned by Manager during the Fee Eligibility Period shall

Company: \_\_\_\_\_

Manager: \_\_\_\_\_

survive the termination of the Agreement. Any remedies available to the parties and the provisions of Sections 5, 6, 7, and 11-22 shall survive termination or expiration of this Agreement.

**6. Confidentiality.**

a. Manager will treat as confidential the Company's Confidential Information (defined below), and will take precautions equivalent to those it uses to protect its own most highly confidential information (which must be at least reasonable precautions) to ensure the continued confidentiality of such information and to prevent its unauthorized access and disclosure.

b. "Confidential Information" means all trade secrets and other non-public proprietary information of the Company of any kind whatsoever (including without limitation, know-how, data, compilations, formulae, product and services specifications, client information, supplier information, employee and contractors information, software, financial models, patent disclosures, procedures, processes, projections, forecasts, protocols, specifications, strategies and techniques), and all tangible and intangible embodiments thereof of any kind whatsoever (including without limitation, apparatus, compositions, documents, drawings, machinery, formulae, prototypes, patent applications, records and reports) , which is disclosed by the Company to Manager in writing, orally or by observation. Notwithstanding the foregoing, except as to trade secrets, Confidential Information shall not include information which Manager can establish (i) to have been publicly known prior to disclosure of such information by the Company to Manager, (ii) to have become publicly known, without fault on the part of Manager, subsequent to disclosure of such information by the Company to Manager.

7. **Non-Solicitation.** Manager agrees that during the Term of the present Agreement and for a period of One (1) year following the termination or expiration of this Agreement for any reason whatsoever, Manager will not, directly or indirectly, either for Manager or for any other person, firm, company or corporation, in any capacity, induce or attempt to induce or call upon or solicit or in any way whatsoever interfere with any of The Company's employees or Clients to leave or cease doing business with The Company.

8. **Return of Property.** Whenever requested by the Company, Manager shall immediately return to the Company all property including, without limitation, all papers, records, documents, sheets, samples, and the like of every kind, and any and all copies thereof, provided to Manager or its employees,

Company: \_\_\_\_\_

Manager: \_\_\_\_\_

agents, or representatives, or acquired by the Manager or its employees, agents, or representatives, in connection with the Services, whether or not such property contains the Company's confidential information.

9. **No Broker.** The Company and Manager acknowledge that Manager is acting only as a Finder and Manager of accounts derived from Definitive Agreements and not as a broker.
10. **Exclusivity.** Nothing in this Agreement shall be deemed to grant Manager any form of exclusivity vis a vis the Company, and the Company will be entitled to act independently, or to retain the services of others, for the purpose of performing the Services. The Manager shall render the Services exclusively for the Company and shall not provide any similar services to any other third party during the term of this Agreement.
11. **Expenses.** Manager and the Company shall each bear their own expenses in relation to this Agreement and the performance thereof, except that the Company agrees to reimburse Manager for all pre-approved (in writing) reasonable out-of-pocket expenses incurred in connection with the performance by Manager of the Services.
12. **Indemnification.** Manager hereby indemnifies the Company against, and shall hold the Company and all its employees, agents, officers, directors and shareholders harmless from, any and all liabilities or obligations imposed or attempted to be imposed upon any of them by virtue of any act, representation, statement, warranty, omission or status of Manager or of any employee, contractor or agent of Manager.
13. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, negotiations, representations and writings relating thereto. No provision of this Agreement may be amended or modified, orally or otherwise, except by a writing signed by the party against which the modification or amendment is sought to be enforced.
14. **Disclaimer of Other Relationships & Non-disparagement.** This Agreement shall not create a relationship of employment, agency, partnership, or joint venture, or a license between the parties. Moreover, this Agreement shall not obligate either party to enter into any business relationship with the other party or to purchase or sell any products or services from the other party. Manager shall not be, and shall not represent itself as being, authorized to bind the Company, as agent or otherwise.

Company: \_\_\_\_\_

Manager: \_\_\_\_\_

Manager further agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, and existing and clients and/or prospective clients, suppliers, investors and other associated third parties.

15. **Equitable Remedies.** Both parties recognize and agree that the Company may suffer irreparable damage as a result Manager's breach of this Agreement and mainly of Sections 6, 7, 8 and 14. Manager agrees that if the Company is injured by a breach or a threatened breach of Sections 6, 7, 8 or 14, the Company shall have the ability to seek any and/or all legally available remedies including but not limited to (i) any restraining order or other appropriate equitable relief to enforce this Agreement; and (ii) All other remedies provided by law without the need to post a bond or prove irreparable harm.
16. **Attorneys Fees.** In the event any legal action or agreed upon arbitration or mediation shall be instituted with respect to this Agreement or any obligation arising hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, and fees and costs of accountants and expert witnesses as determined by the court, arbitrator or mediator. Except as otherwise specifically provided herein, the Company and Manager shall each pay their own fees and expenses incident to the negotiation, preparation, execution and performance of this Agreement, including without limitation, all fees and expenses of their own counsel, accountants and other advisers.
17. **Due Authority.** Each party hereto represents and warrants that it has all necessary authority, power and right necessary to enter into and bind it, its principals and employees to the terms of this Agreement.
18. **No Waiver.** No waiver of compliance by one party with any term or condition of this Agreement that such other party was or is obligated to comply with is effective unless in writing; provided that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or exercise of any other right, remedy or power provided herein or by law or in equity.
19. **Governing Law, Settlement of Disputes and Jurisdiction.** The validity, performance, construction, interpretation, and effect of this Agreement shall be governed by and construed in accordance with by laws of Dubai, United Arab Emirates. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. If a dispute arises, the Manager shall continue to perform the Services normally so long as reasonably practicable in the circumstances. In the event the parties are unable to amicably settle their disputes within thirty (30)

Company: \_\_\_\_\_

Manager: \_\_\_\_\_

days after receipt by one party of the other party's request for such amicable settlement, any party may refer such dispute to the Courts of DIFC, Dubai which shall have exclusive jurisdiction thereon.

20. **Construction.** Each party hereto has had an opportunity to review and revise this Agreement, so the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation or construction of this Agreement.
21. **Severability.** If any provision of this Agreement, or the application thereof to any circumstance, person or place, shall be held by a court or other tribunal of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other circumstances, persons or places shall remain in full force and effect.
22. **Counterparts & Facsimile Signatures.** This Agreement may be executed in counterparts, in which event all executed copies taken together or a copy with all of the signature pages attached thereto, shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. The facsimile or electronic transmission of signatures to this Agreement (including in PDF format) shall be valid, legal and binding on all parties hereto.
23. **No Assignment.** Manager agrees that it will not assign, delegate or otherwise transfer, in whole or in part, directly or indirectly whether voluntarily, involuntarily, or by operation of law, any rights or obligations under this Agreement. Any purported assignment, transfer or delegation in violation of this Section shall be null and void. Subject to the foregoing limits on assignment, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators and permitted successors and assigns. This Agreement does not create and shall not be construed as creating any rights enforceable by any person not a party to this Agreement. The Company shall have the right to transfer any or all of its rights and/or obligations arising from this Agreement to any third party.
24. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered in person (in which case notice is deemed given when received the addressee) or sent by overnight air courier service (in which case notice shall be deemed given when received by addressee or on the second (2nd) day after the date of delivery to the courier, whichever is earlier), or by registered or certified mail, return receipt requested, postage prepaid and properly addressed (in which case notice shall be deemed given when received by the addressee or on the fifth (5th) day after the date of mailing, whichever is earlier), to the addresses set forth below, or such other address (Including email addresses) as a party may hereafter provide notice of to the other:

**Manager**

Company: \_\_\_\_\_

Manager: \_\_\_\_\_



Address: Tunisia, Sokra, rue Casablanca, Villa N°6Bis, Tunisia 2036

Email Address: [ybaccouche@chabaka.com](mailto:ybaccouche@chabaka.com)

**Company**

Address: 2196 DMCC Business Centre Level No 1 Jewellery & Gemplex 3 Dubai United Arab Emirates

Email Address: [info@chabaka.com](mailto:info@chabaka.com)

**IN WITNESS WHEREOF**, Parties having agreed on the terms and conditions as set forth herein, this Agreement has been signed in two (2) original copies and each Party has received one (1) copy thereof.

**Name of Manager:** Yosra Baccouche

**Signature:** \_\_\_\_\_

**Date of signature:** \_\_/\_\_/\_\_\_\_

**AND**

**Name of attorney-in-fact authorized to sign on behalf of Company:** Mr. Alaa Makki

**Signature:** \_\_\_\_\_

**Date of signature:** \_\_/\_\_/\_\_\_\_

**Company:** \_\_\_\_\_

**Manager:** \_\_\_\_\_

## **Appendix A: Manager Scope of work**

### **Manager Scope of work:**

Manager final scope of work shall be determined on a case-by-case basis by the Company based on each Client and Definitive Agreement signed with said Client; Some Manager obligations that shall be common regardless of the Client and the Definitive Agreement are the following:

- Manager agrees to inform the Company of any need to employ or contract with additional human resources to meet its obligations vis a vis any potential clients and/or Accounts.
- Manager agrees to manage the Client Accounts derived from Definitive Agreements in accordance to instructions provided by the Company from time to time.
- Manager agrees to directly handle all communications with Clients of Accounts derived from Definitive Agreements and in accordance with instructions provided by the Company from time to time.

### **Current Clients:**

No Current Clients at the Effective Date

Company: \_\_\_\_\_

Manager: \_\_\_\_\_