PROVISIONS FOR THE TRANSFER OF FUNDS
BETWEEN
CURAÇAO
AND
THE UNITED STATES OF AMERICA
CONCERNING THE SHARING OF CERTAIN ASSETS FORFEITED IN THE MATTER ENTITLED *IN re: RESTRAINT of ALL ASSETS CONTAINED IN OR FORMERLY CONTAINED IN INVESTMENT ACCOUNT NUMBERS R2 67045 37, R2 66631, AND R2 67187 37, AT UBS FINANCIAL SERVICES, INC., HELD IN THE NAMES OF PONSFORD OVERSEAS LIMITED, CARIBBEAN INVESTMENT GROUP LTD., AND TULA FINANCE LTD. FOR THE BENEFIT OF ROBERTICO ALEJANDRO DOS SANTOS,* No. 11-ms-425 (CKK) (D.D.C.)

Curaçao and the United States of America (each a "Participant" and together, the "Participants"):

WELCOMING the Participants' important bilateral relationship and their shared commitment to international cooperation in the fight against transnational financial crime, money laundering, corruption, human trafficking, and other crimes;

REFERRING to the Agreement between the Government of the United States of America and the Government of the Kingdom of the Netherlands regarding mutual cooperation in the tracing, freezing, seizure and forfeiture of proceeds and instrumentalities of crime and the sharing of forfeited assets, signed at Washington November 20, 1992, ("the Agreement") that is also applicable to Curaçao, which in Article 7 authorizes the sharing of the forfeited proceeds or instrumentalities of crime between parties thereto;

CONSIDERING that in the matter entitled *IN re: RESTRAINT of ALL ASSETS CONTAINED IN OR FORMERLY CONTAINED IN INVESTMENT ACCOUNT NUMBERS R2 67045 37, R2 66631, AND R2 67187 37, AT UBS FINANCIAL SERVICES, INC., HELD IN THE NAMES OF PONSFORD OVERSEAS LIMITED, CARIBBEAN INVESTMENT GROUP LTD., AND TULA FINANCE LTD. FOR THE BENEFIT OF ROBERTICO ALEJANDRO DOS SANTOS,* No. 11-ms-425 (CKK) (D.D.C.), the United States District Court registered and enforced the order issued by the Court of First Instance of Curaçao in Case No. 500.00430/12, forfeiting assets in the accounts established by the defendant Robertico Alejandro Dos Santos in UBS Financial Services accounts which the court found were criminal proceeds resulting in a net forfeiture to the United States totaling approximately $29,737,963.37 (the "Recovered Funds");

RECOGNIZING that Curaçao provided valuable assistance to the United States of America (the "United States") that substantially facilitated the successful forfeiture to the United States of the Recovered Funds;

DESIRING to strengthen cooperation between the Participants in the investigation and prosecution of transnational financial crime, money laundering, corruption, human trafficking and other crimes, as well as the forfeiture of criminal proceeds; and

COMMITTED to the transparent and accountable disposition of forfeited assets shared in accordance with the Agreement and the importance of making such information accessible to the people of Curaçao;

Have confirmed that the United States has decided to transfer the Recovered Funds consistent with the following provisions and Curaçao confirms the Recovered Funds acknowledging these provisions:

1. The United States, through the U.S. Department of Justice, has decided to transfer to Curaçao pursuant to Title 18, United States Code, Section 981(i) and as authorized by and in accordance with Article 7 of the Agreement, approximately **Twenty Nine Million Seven Hundred Thirty Seven Thousand Nine Hundred Sixty Three dollars and Thirty Seven Cents** ($29,737,963.37) in U.S. Currency, representing 100% (one hundred percent) of the net amount forfeited to the United States in recognition of Curaçao's assistance in the case referenced above, subject to the provisions below.

2. The Participants have further decided to transfer all of the Recovered Funds to the fund established under the laws of Curaçao to administer forfeited funds and assets for law enforcement purposes (the "Crime Fund") for deposit into a separate account established for the purpose of holding the Recovered Funds. The Participants have further confirmed that Recovered Funds transferred to the Crime Fund are intended to be administered by Curaçao consistent with these provisions for the transfer set forth in this document ("Provisions for the Transfer") and in accordance with the agreement executed between Curaçao and the Stichting Overheidsaccountsbureau ("SOAB"), the statutory independent auditor of Curaçao and Sint Maarten dated 8/31/26 and numbered 26/0599C/SF ("SOAB Agreement") relating to the expenditure in full of the Recovered Funds in accordance with the laws of Curaçao and consistent with the Provisions for the Transfer.

3. Curaçao has confirmed that it intends to require that SOAB provides the services as described in the Provisions for the Transfer and the SOAB Agreement for all tranches of Recovered Funds transferred to the Crime Fund by the United States including the services specified in paragraphs 4 and 5 and such additional services as the Participants mutually decide are necessary and appropriate.

4. Consistent with paragraph 3, Curaçao through the SOAB Agreement, is expected to require that SOAB:

(a) Continuously monitors financial activity involving the Recovered Funds in the role of an Internal Auditor in accordance with international standards, as needed consistent with these Provisions for the Transfer;

(b) In performing the role of an Internal Auditor of the Recovered Funds, works to ensure that adequate documentation exists to establish adequate reporting obligations of the recipients in connection with the use of Recovered Funds disbursed by the Crime Fund, and that Recovered Funds are being used as set out by the Participants in the Provisions for the Transfer and Curaçao law governing the Crime Fund and other applicable legislation and regulations;

(c) Has full access to records of the Crime Fund for the Recovered Funds, including bank records of the separate account established by the Crime Fund to hold the Recovered Funds, and financial records and documents concerning transactions or planned transactions involving the Recovered Funds and reports or other information provided about the use of disbursed Recovered Funds;

(d) Promptly reports to Curaçao and the United States through their designated Points of Contact referred to in paragraph 15 ("Points of Contact") if SOAB identifies what it believes to be activity involving Recovered Funds not consistent with the Provisions for the Transfer and the laws governing the Crime Fund or other applicable Curaçao law; and

(e) Reviews financial reports issued by or on behalf of the Crime Fund and prepares its own financial activity reports on a quarterly basis beginning from the time the Recovered Funds are transferred to the control of the Crime Fund as provided in paragraph 2 as well as conducts and issues an annual report of its findings regarding the Recovered Funds. Such reports should include the results of its review of the use of the Recovered Funds disbursed to third parties or government offices and agencies consistent with the Provisions of the Transfer. Such reports should be provided to Curaçao and the United States through their Points of Contact promptly as they become available.

5. Curaçao confirms it intends to require that the audits of the Recovered Funds by SOAB, as specified in paragraph 4(e) and in accordance with international standards, include the following:

(a) Verify the accuracy of expenses and income earned in the period under review and ascertain whether the expenses and income are supported by due authorization and supporting documents;

(b) Express an opinion whether the internal accounting and management controls are adequately designed and working effectively to reasonably assure the fair presentation of consolidated financial statements consistent with generally accepted accounting principles so that the reports and financial information are free from material misstatement;

(c) Express an audit finding regarding whether the expenses and income were in conformity with the approved purposes and in compliance with the relevant regulations and rules of the Crime Fund and the Provisions for the Transfer; and

(d) Report on limitations encountered during the course of the review that may affect the audit finding.

6. The Participants intend that Curaçao pay for SOAB's fees in amounts specified under the SOAB Agreement with Recovered Funds.

7. The Participants intend that an audit should be conducted by an external auditor on an annual basis ("External Auditor Report") unless otherwise decided by the Participants. The Participants also intend that the External Auditor Report, if conducted, is provided by the

external auditor to Curaçao and the United States through the Points of Contact within 30 days of completion. The fees incurred under the services contract for such external audit are expected to be paid for by Curaçao with Recovered Funds. Curaçao is expected to hire the external auditor under the procurement laws of Curaçao in consultation with the Point of Contact of the United States referred to in paragraph 15.

8. Unless otherwise decided by the Participants, if for any reason SOAB becomes unable or unwilling to provide the services described in the Provisions for the Transfer and the SOAB Agreement, Curaçao is expected to require that the Crime Fund ceases to expend Recovered Funds except for payments due within 30 days of the date SOAB's activities ceased on previously approved and executed contracts or invoices in accordance with the SOAB Agreement. The United States also intends to cease transferring any additional tranches of Recovered Funds until a substitute agreement for the SOAB Agreement acceptable to the Participants becomes effective with an entity or organization available to provide the same services to be paid for with Recovered Funds.

9. The Recovered Funds are expected to be transferred to Curaçao on or about the following times in the following amounts:

(a) The United States is expected to initiate the transfer of Tranche 1 of approximately $15 million of the Recovered Funds to Curaçao within 30 days of the effective date of the Provisions for the Transfer by causing such Recovered Funds to be deposited into the separate account established for this purpose by or on behalf of the Crime Fund (the "Crime Fund Account").

(b) Unless otherwise decided by the Participants, the United States is expected to initiate the transfer of Tranche 2 of approximately $10 million of the Recovered Funds to Curaçao to the Crime Fund Account upon (i) the expenditure in full of Tranche 1 in accordance with the laws of Curaçao and consistent with the Provisions for the Transfer; and (2) all required financial activity reports and audits having been prepared and reporting having been made when due as of that date consistent with the Provisions of the Transfer.

(c) Unless otherwise decided by the Participants, the United States is expected to initiate the transfer of Tranche 3 of funds representing the remaining balance of the Recovered Funds of approximately $4,737,963.37 million to Curaçao to the Crime Fund Account upon (i) the expenditure in full of Tranche 2 in accordance with the laws of Curaçao and consistent with the Provisions for the Transfer; and (2) all required financial activity reports and audits due as of that date having been prepared and reporting having been made consistent with the Provisions for the Transfer.

(d) For purposes of this paragraph, Curaçao is expected to formally notify the United States, through the designated Points of Contact, that all steps provided for under the Provisions for the Transfer for the release of the applicable Tranche have been fulfilled. Such notification should include a letter in writing by the Curaçao Ministry of Justice, including the applicable SOAB financial activity reports and audit reports provided for under the Provisions for the Transfer, confirming that the relevant Tranche has been expended in full in accordance with the

laws of Curaçao and consistent with the Provisions for the Transfer and that all required reports and audits have been completed.

(e) The United States is expected to initiate the transfer of the applicable subsequent Tranche within thirty (30) days after receipt of such written notification specified in paragraph (d) and confirmation by the United States that all applicable steps under the Provisions of the Transfer have been satisfied, unless the Participants mutually decide otherwise in writing.

10. The Recovered Funds are intended to be used for the sole purpose of enhancing law enforcement operations and law enforcement priorities of Curaçao, in accordance with the laws of Curaçao and the regulations and rules of the Crime Fund, as set forth in the list of projects described and budgets estimated in the letter from the Curaçao Ministry of Justice received by the United States on June 10, 2026. Attached as Exhibit A is a summary of those projects described in the June 10, 2026 letter. The Recovered Funds may be used for other law enforcement projects not specified in Attachment A based on the written decision by the Participants in recognition that the uses and budgets may need to be adjusted based on the law enforcement challenges Curaçao faces over time or actual cost information from vendors and suppliers before all Recovered Funds are expended pursuant to the Provisions for the Transfer.

11. The Recovered Funds may be used by Curaçao to pay fees of consultant(s) with experience in government contracting for equipment and materials and any appropriate warranties or service contracts identified by Curaçao to be purchased with Recovered Funds as provided in paragraph 10 on a short term basis to provide technical support for procurements of machinery or equipment, if needed. The Recovered Funds may also be used to obtain technical expertise to make any changes to the internal controls and accounting procedures of the Crime Fund as recommended by SOAB. Such consulting contracts and payments under the contracts should be entered into in accordance with Curaçao law and subject to internal auditing by SOAB as provided in the Provisions for the Transfer.

12. Curaçao is expected to take all reasonable steps to ensure that none of the Recovered Funds are released to or disposed of for the benefit of Robertico Alejandro Dos Santos, the defendant from whom the funds were forfeited, or his immediate family members, or the heirs or assigns of, or any corporations or legal persons or arrangements established by or for the benefit of, any such persons.

13. Curaçao confirms it intends to provide notice to the public and to interested persons regarding its receipt, use, and documentation of the disposition of the Recovered Funds by:

(a) Posting on the public website of the Crime Fund and the Ministry of Justice of Curaçao (MOJ) a copy of the Provisions for the Transfer following its effective date;

(b) Posting on the public website of the Crime Fund and MOJ, and through such other means as may be required under the laws of Curaçao, the financial activity reports of the Crime Fund and audit reports regarding the Recovered Funds required under the SOAB Agreement, the Provisions for the Transfer and laws of Curaçao within 30 (thirty) days of the submission of such report to the Curaçao Ministry of Justice and the Participants; and

(c) Posting on the public website of the Crime Fund and MOJ, and through such other means as may be required under the laws of Curaçao, the Final Audit Report of the Recovered Funds prepared by the external auditor in accordance with paragraph 5 within 30 (thirty) days of the submission of the Final Audit Report to Curaçao Ministry of Justice and the Point of Contact for the United States designated in paragraph 15.

14. The Participants intend to collaborate amicably to effectively implement the Provisions for the Transfer and to resolve through negotiations and consultations any differences that may arise.

15. The Participants designate the following Points of Contact to facilitate ongoing communication between the Participants and to serve as their representatives responsible for the transmission and receipt of notices and reports required under the Provisions for the Transfer. Either Participant may change or update its points of contact upon written notification to the other Participant.

(a) Point of Contact for Curaçao:

Secretary-General of the Ministry of Justice Curaçao
Ministry of Justice
Wilhelminaplein z/n
Telephone: +599 9 465 8433

(b) Point of Contact for the United States of America:

Chief, Money Laundering, Narcotics and Forfeiture Section
U.S. Department of Justice
1400 New York Avenue, NW, 3rd Floor
Washington, D.C. 20005
United States of America
Telephone: +1 202-514-1263

With a copy to:

Consul General
U.S. Consulate General Curaçao
J.B. Gorsiraweg 1
Curaçao
Telephone: +599 (9) 433-2200

16. The Participants recognize that all rights, title, and legal interests in the Recovered Funds have already been adjudicated and that no further judicial proceedings are necessary to complete the forfeitures.

17. The Provisions for the Transfer are intended solely for the purpose of mutual assistance between the Participants in accordance with the Agreement. They do not give rise to any rights or obligations under international law.

18. Within 3 (three) months after Curaçao provides written notice to the United States through its Point of Contact of the issuance of and a copy of the Final Audit Report Regarding the Recovered Funds prepared by SOAB or another auditor consistent with paragraphs 5 and 6, the Participants are expected to confer to determine whether to discontinue the Provisions for the Transfer by mutual consent.

19. Effective Date and Duration

(a) The Provisions of the Transfer is intended to become effective upon signature by both Participants.

(b) The Provisions of the Transfer is intended to remain in effect for the duration during which the Tranches are to be disbursed and for such additional period as may be necessary to properly complete the provisions set forth in the Provisions of the Transfer. Once such additional period is completed, the Participants intend to exchange written communications establishing the expiration date of the Provisions of the Transfer.

SIGNED at Washington, in the English language on this 17th day of September 2026, in two originals.

For Curaçao

Shalten X.T. Hato LL.M.

Minister of Justice

For the United States of America

Jennifer A.H. Hodge

Deputy Assistant Attorney General

CRIME FUND -- PROGRAM COMPONENTS FOR USE OF RECOVERED FUNDS

I. Law Enforcement Modernization Program

Objective:

Modernize Curaçao's public safety infrastructure and establish the foundation for intelligence-led policing and data-driven crime prevention.

A. NDAA-Compliant National Camera Network

The Ministry of Justice currently operates approximately 200 public security camera locations across Curaçao. Much of this infrastructure is nearing the end of its operational lifecycle and requires replacement.

The project includes:

- Replacement of approximately 200 existing camera locations
- Deployment of NDAA-compliant surveillance technology
- Integration into a future Real-Time Crime Center environment
- Cybersecurity and data protection safeguards
- Expansion capability for future smart-policing application

B. Body-Worn Cameras & Digital Evidence Management
Deployment of body-worn cameras for frontline officers

- Digital evidence management platform
- Secure chain-of-custody systems
- Prosecutorial and judicial integration

C. Police Mobility & Rapid Response

- Patrol vehicles
- Police motorcycles
- Specialized response equipment
- Operational support assets

D. Secure Communications Infrastructure

- Encrypted communications systems
- Interoperability improvements
- Disaster-response communications capability

II. Juvenile Justice & Rehabilitation Program

Objective:

Transform Curaçao's juvenile justice system through modern rehabilitation-focused infrastructure and evidence-based intervention programs.

Comprehensive Renovation of the Curaçao Juvenile Justice Institution (JJIC)

The JJIC serves as Curaçao's primary juvenile correctional and rehabilitation institution. The renovation project includes:

- Complete renovation of residential units
- Educational facilities
- Vocational training spaces
- Security upgrades
- Fire safety improvements
- Recreational facilities
- Staff support facilities
- Mental health and counseling spaces
- Agricultural and rehabilitation projects
- Restoration of the institution's chapel and spiritual development facilities

The project supports the transition toward a modern rehabilitative model focused on reducing recidivism and promoting successful reintegration into society.

III. PATH Anti-Human Trafficking

Objective:

Strengthen Curaçao's national and regional response to trafficking in persons through prevention, protection, prosecution and partnerships.

A. Prevention & Public Awareness

- Expansion of:
  - National awareness campaigns
  - School-based prevention programs
  - Community outreach initiatives
  - Digital awareness platforms

B. Victim Protection & Shelter Development Establishment and operational support for:

- Dedicated trafficking victim shelter facilities
- Emergency accommodation services

- Trauma-informed care programs
- Victim support services

C. Capacity Building

- Specialized training for:
  - Police officers
  - Immigration personnel
  - Prosecutors
  - Judges
  - Social workers
  - Child protection professionals

D. International Cooperation

- Expansion of operational cooperation with:
  - U.S. agencies
  - CARICOM IMPACS
  - International organizations and third countries
  - Regional anti-trafficking networks

E. Intelligence & Investigative Capacity

- Specialized investigative tools
- Information-sharing mechanisms
- Regional intelligence cooperation

IV. Community Resilience & Crime Prevention Fund

Objective

Address root causes of crime and strengthen community resilience. Eligible Programs:

- Youth violence prevention
- Gang prevention
- Domestic violence prevention
- School safety initiatives
- Family intervention programs
- Community policing initiatives
- Rehabilitation and reintegration programs

V. Crime Fund Strategic Reserve

Objective:

Reserve funding for future strategic projects approved through established Crime Fund governance mechanisms. Potential areas include:

- Border security
- Cybercrime investigations
- Victim services
- Specialized investigative capabilities
- Community safety projects
- Judicial modernization initiatives

Allocation: USD 5.75 million

VI. Contingency & Sustainability Reserve

Objective:

Provide flexibility for unforeseen operational requirements, maintenance obligations, inflationary pressures and measures.

Allocation: $3.2 million