

NVC Fund Bank

A Banking Division of NVC Fund Holding Trust · Sovereign Estate Trust · AAA Credit Rated
NVCT Contract: 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37 (Base Mainnet) · ISO 20022 / SWIFT Compatible
www.nvcfund.com · compliance@nvcfund.com · +1 (214) 532-5773



CORRESPONDENT BANKING AGREEMENT

Standard Template — NVC Fund Bank & Respondent Institution · Ref: NVC-CBA-2026-[ASSIGN ON EXECUTION]

TEMPLATE DOCUMENT — FOR REVIEW AND NEGOTIATION ONLY. This document constitutes the standard NVC Fund Bank Correspondent Banking Agreement template. It is issued for due diligence review, legal counsel examination, and negotiation purposes. It does not constitute a binding agreement until fully executed by authorised signatories of both parties and countersigned by NVC Fund Bank's Head of Correspondent Banking. Fields marked [in brackets] are to be completed upon execution. Contact: compliance@nvcfund.com

Document: NVC Fund Bank Correspondent Banking Agreement — Standard Template **Version:** v2.0 - April 2026 **Date Issued:** May 14, 2026

Respondent: [RESPONDENT BANK NAME] **Jurisdiction:** [COUNTRY / JURISDICTION] **SWIFT/BIC:** [SWIFT / BIC CODE]

CORRESPONDENT BANK (PROVIDER)

NVC Fund Bank

Legal Form: Banking Division of NVC Fund Holding Trust, a Sovereign Estate Trust
Domicile: International Sovereign — Registered Trust Operations
Credit Rating: AAA — Prime Investment Grade, Stable (S&P Metrics)
NVCT Contract: 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37 (Base Mainnet)
Contact: compliance@nvcfund.com · +1 (214) 532-5773



RESPONDENT BANK (CLIENT INSTITUTION)

[RESPONDENT BANK NAME]

Legal Form: _____
Domicile: [COUNTRY / JURISDICTION]
Regulator: _____
SWIFT / BIC: [SWIFT / BIC CODE]
Contact: _____

RECITALS

WHEREAS NVC Fund Bank ("NVC Fund Bank" or "Correspondent") is a banking division of NVC Fund Holding Trust, a Sovereign Estate Trust with an AAA credit rating, a pre-minted on-chain treasury reserve (NVCT, Base Mainnet contract 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37), ISO 20022 / SWIFT-compatible infrastructure, and documented correspondent banking relationships across multiple international jurisdictions;

WHEREAS [RESPONDENT BANK NAME] ("Respondent Bank" or "Respondent") is a duly licensed and regulated financial institution in [COUNTRY / JURISDICTION], seeking correspondent banking services to facilitate international payments, foreign exchange, and treasury operations;

WHEREAS both parties wish to establish a formal correspondent banking relationship on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 — DEFINITIONS

Term	Definition
"Agreement"	This Correspondent Banking Agreement, including all schedules and annexes appended hereto, as amended from time to time by mutual written consent.
"Correspondent Account"	The nostro/vostro account(s) maintained by NVC Fund Bank on behalf of the Respondent Bank, denominated in the currencies specified in Schedule A.
"NVCT"	NVC Token — the USD-equivalent stablecoin issued by NVC Fund Holding Trust on Base Mainnet (contract: 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37). NVCT is transferred exclusively via the <code>transfer()</code> function from the pre-minted treasury; no new minting occurs.
"SWIFT Message"	Any authenticated message transmitted through the Society for Worldwide Interbank Financial Telecommunication network, or any successor messaging system including ISO 20022-native rails.
"AML/CFT"	Anti-Money Laundering and Countering the Financing of Terrorism, as required by applicable law in both parties' jurisdictions.
"Business Day"	Any day on which commercial banks are open for business in both the Respondent Bank's jurisdiction and the jurisdiction in which the relevant Correspondent Account is held, excluding public holidays.
"Applicable Law"	All statutes, regulations, directives, guidance, and binding orders issued by any competent governmental, regulatory, or supervisory authority with jurisdiction over either party or any transaction conducted under this Agreement.
"Effective Date"	The date on which this Agreement is fully executed by duly authorised signatories of both parties.

ARTICLE 2 — CORRESPONDENT BANKING SERVICES

2.1 — Core Services

NVC Fund Bank agrees to provide the Respondent Bank with the following correspondent banking services, subject to the terms of this Agreement and applicable regulatory requirements:

- Maintenance of Correspondent Account(s) in currencies specified in **Schedule A**
- Processing of international wire transfers via SWIFT MT103 / ISO 20022 pacs.008 messaging
- Real-time gross settlement (RTGS) facilities where available
- Foreign exchange conversion services at agreed spreads (see Schedule B)
- NVCT stablecoin settlement rails — on-chain, real-time, publicly verifiable
- Trade finance facilitation — Letters of Credit, Bank Guarantees, Standby LCs
- Liquidity management and short-term treasury placement services
- Account reconciliation and statement services on agreed frequency

2.2 — API and Infrastructure Access

NVC Fund Bank provides ISO 20022-compatible API access to qualified Respondent Banks. API connectivity enables straight-through processing, automated reconciliation, and real-time settlement status. Technical specifications are provided under separate API Integration Agreement upon execution of this Agreement. NVCT on-chain settlement is available at all hours; USD and multi-currency fiat settlement is subject to clearing house and correspondent cut-off times.

2.3 — NVCT Settlement Rail

Where both parties agree, settlement may be effected in NVCT stablecoin via the on-chain transfer mechanism on Base Mainnet. All NVCT transfers are executed exclusively via the `transfer()` function from NVC Fund Holding Trust's pre-minted treasury supply. NVCT is publicly verifiable on [Basescan.org](https://basescan.org) in real time. NVCT is valued at USD 1.00 equivalent for settlement purposes unless otherwise agreed in Schedule B.

2.4 — Service Levels

NVC Fund Bank shall process properly authenticated and funded payment instructions received before the applicable cut-off time on a Business Day within the timeframe set out in Schedule A. NVC Fund Bank shall not be liable for delays caused by correspondent bank chains, SWIFT network failures, or regulatory holds outside its reasonable control.

ARTICLE 3 — ACCOUNT OPENING AND OPERATION

3.1 — Documentation Requirements

Prior to account activation, the Respondent Bank shall provide NVC Fund Bank with:

- Certified copies of constitutional documents (charter, articles of incorporation, trust deed, or equivalent)
- Current banking licence and regulatory authorisation certificate
- Audited financial statements for the two most recent fiscal years
- Beneficial ownership disclosure — ultimate beneficial owners $\geq 10\%$ interest
- AML/CFT Policy and Procedures Manual (current version)
- Sanctions screening programme description
- Authorised signatory list with certified specimen signatures
- Completed NVC Fund Bank KYB/KYC Questionnaire
- Wolfsberg Correspondent Banking Due Diligence Questionnaire (CBDDQ)
- SWIFT BIC confirmation and FIN copy authorisation

3.2 — Authorised Signatories

The Respondent Bank shall maintain and promptly update an authorised signatory list. Payment instructions authenticated in accordance with the agreed security procedures and bearing an authorised signature (or equivalent electronic authentication) shall be deemed binding on the Respondent Bank. NVC Fund Bank may act on such instructions without further enquiry unless a signed written notification of revocation has been received and acknowledged.

3.3 — Minimum Balance and Prefunding

Correspondent Account minimum balance requirements, prefunding obligations, and overdraft facilities (if any) are set out in **Schedule B**. NVC Fund Bank reserves the right to reject or queue payment instructions where the Correspondent Account has insufficient available funds.

3.4 — Statements and Reconciliation

NVC Fund Bank shall provide the Respondent Bank with account statements on a frequency agreed in Schedule A. The Respondent Bank shall reconcile statements promptly and notify NVC Fund Bank of any discrepancies within five (5) Business Days of statement receipt. Failure to notify within this period shall constitute acceptance of the statement as accurate.

ARTICLE 4 — FEES, CHARGES AND FOREIGN EXCHANGE

4.1 — Fee Schedule

Fees and charges applicable to correspondent banking services are set out in **Schedule B** appended to this Agreement. NVC Fund Bank reserves the right to amend fees on thirty (30) calendar days' written notice to the Respondent Bank. Continued use of services after the notice period constitutes acceptance of revised fees.

4.2 — Correspondent Charges

Unless instructed otherwise in the SWIFT payment instruction field 71A, charges for outbound international transfers shall be borne by the Respondent Bank (OUR charges). Third-party correspondent bank charges in multi-hop transactions may be deducted from the principal transferred amount where the BEN instruction is applied.

4.3 — Foreign Exchange

Foreign exchange conversions will be executed at the prevailing mid-market rate plus the agreed spread specified in Schedule B at the time of conversion. NVC Fund Bank shall confirm the exchange rate to the Respondent Bank prior to executing conversions above the threshold specified in Schedule B. Exchange rate risk on pending transfers rests with the initiating party until settlement is confirmed.

ARTICLE 5 — AML/CFT, SANCTIONS AND COMPLIANCE

5.1 — Compliance Obligations

Each party represents and warrants that it: (a) maintains a comprehensive AML/CFT programme in compliance with Applicable Law; (b) conducts customer due diligence (CDD) and enhanced due diligence (EDD) in accordance with FATF Recommendations; (c) screens customers, transactions, and counterparties against applicable sanctions lists including OFAC SDN, UN Security Council, EU Consolidated, and HMT lists; and (d) files Suspicious Activity Reports (SARs) or equivalent reports with competent authorities as required by Applicable Law.

5.2 — Respondent Bank Obligations

The Respondent Bank represents and warrants that: (a) it does not knowingly provide services to shell banks; (b) it does not process transactions for customers domiciled or operating in jurisdictions subject to comprehensive sanctions; (c) it provides accurate and complete originator and beneficiary information on all payment instructions in compliance with SWIFT gpi and FATF Recommendation 16 (the Travel Rule); and (d) it will promptly notify NVC Fund Bank of any regulatory action, enforcement order, or significant AML/CFT finding that affects its operations.

5.3 — Right to Decline

NVC Fund Bank reserves the right to decline to execute, block, hold, or reverse any payment instruction that: (a) triggers a sanctions screening alert; (b) is associated with a suspicious activity report; (c) lacks required SWIFT beneficiary information; or (d) NVC Fund Bank determines in its reasonable compliance judgement presents unacceptable legal, regulatory, or reputational risk. NVC Fund Bank shall, where permitted by Applicable Law and without tipping off, notify the Respondent Bank of any such action.

NFIU AML Clearance — NVC Fund Holding Trust: NVC Fund Holding Trust has received formal AML compliance clearance from the Nigeria Financial Intelligence Unit (August 2022, Director Modibbo R. HammanTukur). The CBN Banking Supervision Department has been formally notified (January 2020, Deputy Director Kayode Asanmo). These sovereign-level regulatory determinations are available to Respondent Bank compliance teams on request.

ARTICLE 6 — REPRESENTATIONS AND WARRANTIES

6.1 — NVC Fund Bank Representations

NVC Fund Bank represents and warrants that: (a) it is a duly constituted banking division of NVC Fund Holding Trust, a Sovereign Estate Trust; (b) it has the capacity, authority, and all necessary internal approvals to enter into and perform this Agreement; (c) its NVCT treasury reserve is pre-minted, on-chain, and publicly verifiable on Base Mainnet; (d) it holds an AAA credit rating based on S&P Metrics; (e) its financial statements have been independently audited by Standard & Partners (Certified Public Accountants); and (f) its Trust Units are registered with a CUSIP and ISIN, with Transfer Online, Inc. (SEC-registered transfer agent) serving as transfer agent.

6.2 — Respondent Bank Representations

The Respondent Bank represents and warrants that: (a) it is duly licensed by its home jurisdiction regulator; (b) it has the corporate authority to enter into this Agreement; (c) this Agreement, when executed, will constitute a valid and binding obligation enforceable in accordance with its terms; (d) it is not subject to any sanctions, enforcement actions, or regulatory orders that would prevent performance; and (e) the information provided in its KYC/KYB documentation is accurate and complete as of the Effective Date.

ARTICLE 7 — CONFIDENTIALITY AND DATA PROTECTION

7.1 — Confidentiality

Each party agrees to maintain in strict confidence all non-public information of the other party received in connection with this Agreement ("Confidential Information"), and not to disclose such information to any third party without the prior written consent of the disclosing party, except: (a) to its directors, officers, employees, legal counsel, and auditors with a need to know; (b) as required by Applicable Law, court order, or regulatory demand; or (c) as necessary to perform obligations under this Agreement. The confidentiality obligations of this Article 7 shall survive termination of this Agreement for a period of five (5) years.

7.2 — Data Protection

Each party shall comply with Applicable Law governing the processing of personal data, including but not limited to the NDPR (Nigeria), GDPR (EU/EEA counterparties), and equivalent national data protection statutes. Personal data transmitted in payment messages shall be processed solely for the purpose of executing the relevant transaction and applicable AML/CFT compliance obligations.

ARTICLE 8 — LIABILITY AND INDEMNIFICATION

8.1 — Limitation of Liability

NVC Fund Bank's aggregate liability to the Respondent Bank under or in connection with this Agreement shall not exceed the total fees paid by the Respondent Bank to NVC Fund Bank in the twelve (12) calendar months immediately preceding the event giving rise to the claim. This limitation shall not apply to liability arising from: (a) fraud or willful misconduct; (b) death or personal injury caused by negligence; or (c) any other liability that cannot be limited by Applicable Law.

8.2 — Indemnification

The Respondent Bank shall indemnify, defend, and hold harmless NVC Fund Bank and its affiliates, officers, directors, and employees from and against any losses, costs, claims, damages, fines, or regulatory penalties arising from: (a) the Respondent Bank's breach of this Agreement; (b) the Respondent Bank's failure to maintain adequate AML/CFT controls; (c) inaccurate, incomplete, or fraudulent payment instructions submitted by the Respondent Bank; or (d) the Respondent Bank's violation of Applicable Law.

8.3 — Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, war, civil unrest, cyberattacks on critical infrastructure, SWIFT network outages, or actions of governmental authorities. The affected party shall notify the other as soon as reasonably practicable and use reasonable efforts to resume performance.

ARTICLE 9 — TERM AND TERMINATION

9.1 — Initial Term and Renewal

This Agreement shall commence on the Effective Date and continue for an initial term of two (2) years, thereafter renewing automatically for successive one-year periods unless either party provides written notice of non-renewal at least sixty (60) calendar days prior to the end of the then-current term.

9.2 — Termination for Convenience

Either party may terminate this Agreement for convenience upon ninety (90) calendar days' written notice to the other party. During the notice period, both parties shall continue to perform their obligations, and NVC Fund Bank shall continue to process properly funded payment instructions received before the termination effective date.

9.3 — Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party: (a) commits a material breach and fails to cure such breach within fifteen (15) Business Days of written notice; (b) becomes insolvent, is placed into receivership, or commences insolvency proceedings; (c) has its banking licence revoked or suspended; (d) is subject to a comprehensive regulatory enforcement order; or (e) is designated on any applicable sanctions list.

9.4 — Effect of Termination

Upon termination: (a) NVC Fund Bank shall settle all outstanding payment instructions received prior to the termination effective date; (b) the Respondent Bank shall ensure the Correspondent Account balance is at zero or shall arrange transfer of any credit balance within fifteen (15) Business Days; (c) each party shall return or certifiably destroy all Confidential Information of the other party; and (d) Articles 7 (Confidentiality), 8 (Liability), 10 (Dispute Resolution), and 11 (Governing Law) shall survive termination.

ARTICLE 10 — DISPUTE RESOLUTION

10.1 — Good Faith Resolution

The parties shall use reasonable commercial efforts to resolve any dispute arising out of or in connection with this Agreement through good faith negotiation between senior representatives of each party within thirty (30) Business Days of written notice of a dispute.

10.2 — Arbitration

If a dispute is not resolved under Article 10.1, it shall be finally resolved by binding arbitration administered by the International Chamber of Commerce (ICC) under the ICC Rules of Arbitration then in force. The seat of arbitration shall be [AGREED SEAT — e.g. London / New York / Singapore]. The language of arbitration shall be English. The arbitral tribunal shall consist of three (3) arbitrators, one appointed by each party and the third appointed in accordance with ICC Rules.

ARTICLE 11 — GOVERNING LAW AND GENERAL PROVISIONS

11.1 — Governing Law

This Agreement shall be governed by and construed in accordance with [AGREED GOVERNING LAW — e.g. the laws of England and Wales / the State of New York], without regard to conflicts of law principles.

11.2 — Entire Agreement

This Agreement, together with all schedules and annexes, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, and agreements, whether oral or written.

11.3 — Amendment

No amendment to this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both parties.

11.4 — Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that NVC Fund Bank may assign to any entity that is a successor by merger, acquisition, or reorganisation of NVC Fund Holding Trust, provided the assignee assumes all obligations hereunder.

11.5 — Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

11.6 — Notices

All notices under this Agreement shall be in writing and delivered by SWIFT authenticated message, registered mail, or email with return receipt confirmation to the addresses specified in the signature block below or as updated by written notice.

SCHEDULES — OVERVIEW (TO BE COMPLETED ON EXECUTION)

Schedule	Title	Contents
Schedule A	Account and Service Parameters	Account currencies, SWIFT BICs, cut-off times, statement frequency, settlement timeframes, available service corridors.
Schedule B	Fees, FX Spreads and Minimum Balances	Transaction fee schedule, FX spread tiers by volume, minimum account balance, overdraft terms (if applicable), NVCT settlement parameters.

Schedule	Title	Contents
Schedule C	KYC / KYB Documentation Checklist	Complete list of required documentation for account opening and periodic review, including Wolfsberg CBDDQ completion requirement.
Schedule D	Authorised Signatory Register	List of authorised signatories for each party, specimen signatures, electronic authentication methods, and update procedures.
Schedule E	NVCT Settlement Protocol	On-chain settlement procedures, Base Mainnet transaction confirmation requirements, NVCT/USD reconciliation procedures, fallback fiat rails.
Schedule F	API Integration Specifications	ISO 20022 API endpoint specifications, authentication standards, testing environment access, SLA commitments for API uptime. (Incorporated by reference to the API Integration Agreement.)

EXECUTION — AUTHORISED SIGNATURES

Execution Instructions: This Agreement becomes binding only when signed by duly authorised signatories of both parties. Each party retains one original executed copy. Electronic signatures are accepted where legally valid in the relevant jurisdiction.

CORRESPONDENT BANK · PROVIDER	RESPONDENT BANK · CLIENT INSTITUTION
<p>NVC Fund Bank A Banking Division of NVC Fund Holding Trust · Sovereign Estate Trust</p> <p>Signatory Head of Correspondent Banking Contact compliance@nvcfund.com · +1 (214) 532-5773 Website www.nvcfund.com Ref NVC-CBA-2026-[###] · vv2.0 – April 2026</p>	<p>[RESPONDENT BANK NAME] [COUNTRY / JURISDICTION]</p> <p>Signatory Name _____ Title / Role _____ Regulator _____ SWIFT / BIC [SWIFT / BIC CODE]</p>
<p>AUTHORISED SIGNATURE</p> <p>_____</p> <p>Sign above — NVC Fund Bank</p> <p>Printed Name _____ Date _____</p>	<p>AUTHORISED SIGNATURE</p> <p>_____</p> <p>Sign above — [RESPONDENT BANK NAME]</p> <p>Printed Name _____ Date _____</p> <p>Return executed copy to: compliance@nvcfund.com · Ref: NVC-CBA-2026</p>

LEGAL NOTICE: This document is a standard form agreement template prepared by NVC Fund Bank for correspondent banking relationship establishment. It does not constitute a binding commitment by NVC Fund Bank until fully executed. Prospective Respondent Banks are advised to have this document reviewed by their own legal counsel before execution. NVC Fund Bank's compliance team is available to assist with KYC/KYB documentation requirements and to facilitate the execution process. All enquiries: compliance@nvcfund.com · Ref: NVC-CBA-2026 · Version: v2.0 – April 2026 · Issued: May 14, 2026 · NVC Fund Holding Trust — Sovereign Estate Trust — AAA Credit Rated — NVCT Contract: 0x36785Bb0396d3717aE3ddec61a4F562b7Fcd9A37 (Base Mainnet)