

MEMORANDUM OF UNDERSTANDING CORRESPONDENT BANKING RELATIONSHIP

NVC Fund Bank / NVC Fund Holding Trust · Digital Commercial Bank / VERGY.WORLD · ISO 2022 · May 14, 2026

MOU No.:

NVC-DCB-MOU-2026-001

API Ref.:

DCB-NP-21399964

Classification:

Confidential

Governing Law:

UCC Constitutional Common Law · Texas, USA

CORRESPONDENT BANK A — NVCT SOVEREIGN INSTITUTION

NVC Fund Bank

Type: Sovereign Estate Trust
Signatory: Frank O. Ekejija, Trustee
Email: compliance@nvcfund.com
Website: www.nvcfund.com



CORRESPONDENT BANK B — BLOCKCHAIN TECH BANK

Digital Commercial Bank (DCB)

Type: Blockchain Tech Bank · VUSD Issuer
API Ref.: DCB-NP-21399964
Website: www.digcommbank.com

PURPOSE & SCOPE

This Memorandum of Understanding ("**MOU**") establishes the framework and intent of a correspondent banking relationship between NVC Fund Bank ("**NVC Fund Bank**") and Digital Commercial Bank ("**DCB**"). This MOU is non-binding in nature except where expressly stated to be binding (Sections 8, 9, and 11). The parties intend to formalise detailed terms in one or more definitive Correspondent Banking Agreements consistent with the framework herein. This MOU supersedes all prior oral understandings between the parties on the subject matter hereof.

1. CORRESPONDENT ACCOUNT STRUCTURE

1.1 Nostro / Vostro Accounts

The parties intend to establish reciprocal nostro/vostro account arrangements: (a) **NVC Fund Bank Nostro at DCB** — NVC Fund Bank will maintain a multi-currency settlement account (USD primary; EUR, GBP, NGN as agreed) held at DCB for the benefit of NVC Fund's downstream payment instructions; (b) **DCB Vostro at NVC Fund Bank** — DCB will maintain a NVCT-denominated vostro account at NVC Fund Bank reflecting DCB's NVCT holdings and facilitating inbound payment flows from NVC Fund's network.

1.2 Account Currency & Minimum Balances

Minimum operating balances and account currencies shall be agreed in the definitive Correspondent Banking Agreement. Initial indicative minimums: NVC Fund nostro at DCB USD 50,000,000; DCB vostro at NVC Fund Bank: 50,000,000 NVCT (USD equivalent). Both parties waive fees on accounts maintained above the minimum balance.

1.3 Account Statements

Real-time account statements shall be available via the ISO 20022 API (GET /accounts/balance). Daily end-of-day statements in camt.053 format shall be transmitted via agreed secure channel by 08:00 UTC each business day.

2. PAYMENT RAILS & SETTLEMENT FRAMEWORK

2.1 Primary Settlement Rail — NVCT (Base Mainnet)

On-chain settlement using NVCT (contract 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37) for high-value and institutional transfers. Settlement finality achieved within 10 minutes. All transfers use **transfer()** — mint() is not used. Instruction format: ISO 20022 pacs.008.001.08 submitted via <https://api.nvcfund.com/v1/payments/pacs008>.

2.2 Secondary Settlement Rail — VUSD (DCB Network)

DCB's VUSD rail (VERGY.WORLD) provides sub-1-second settlement for intra-DCB-network instructions. NVC Fund Bank accepts VUSD settlement at 1:1 USD parity per the Bilateral Swap Agreement (NVC-DCB-SWAP-2026-001). DCB's endpoint: DCB's ISO 20022 pacs.008 submission URL as specified in the DCB Partner API documentation.

2.3 SWIFT / INDA Fallback

For legacy counterparties and regulatory reporting, MT103 / MT202 SWIFT messaging serves as a fallback rail. INDA (Interbank Direct Access) settlement shall be the default for inter-party transactions above USD 1,000,000 where both parties have direct ISO 20022 connectivity.

2.4 Cut-Off Times

Payment instructions received by 17:00 UTC on a business day shall be processed same day (on-chain rails only). Instructions received after 17:00 UTC shall be processed on the next business day unless flagged URGENT and mutually agreed for after-hours processing.

3. PAYMENT CORRIDORS & GEOGRAPHIC COVERAGE

Americas USA · Canada · Brazil · Mexico + 15 further jurisdictions	Europe / UK UK · EU-27 · Switzerland + Balkans, Nordics	Africa Nigeria · Kenya · Ghana · S. Africa + 40+ African corridors
Middle East UAE · Saudi Arabia · Qatar + GCC + MENA	Asia-Pacific Singapore · HK · India · Japan + ASEAN-10	Global Total 150+ Countries via DCB VUSD Rail

NVC Fund Bank extends its sovereign payment capabilities (backed by \$30T NVCT treasury) to DCB's 150+ country network. DCB extends its VUSD rail and retail/institutional client base to NVC Fund Bank's sovereign instruments. Together, the combined network supports multi-currency settlements across all major global payment corridors.

4. AML / CFT & COMPLIANCE FRAMEWORK

4.1 FATF Compliance

Both parties confirm adherence to the Financial Action Task Force (FATF) Forty Recommendations on AML/CFT. Each party shall maintain a risk-based AML programme covering customer due diligence (CDD), enhanced due diligence (EDD) for high-risk customers, transaction monitoring, and suspicious activity reporting to their respective national financial intelligence units.

4.2 Correspondent Banking Due Diligence

Each party shall complete the other's correspondent banking due diligence questionnaire (Wolfsberg Group CDD format) within 30 days of MOU execution. Ongoing periodic review: annually or upon material change in either party's ownership, regulatory status, or AML risk rating.

4.3 Sanctions Representations

Each Party represents and warrants, as of the date of this Agreement and as of each transaction hereunder, that: (i) it is not, and none of its directors, officers, or beneficial owners is, named on the OFAC Specially Designated Nationals (SDN) List, the EU Consolidated Sanctions List, the UN Security Council Consolidated List, or the HM Treasury Financial Sanctions List; (ii) it is not located in, organised in, or a national of any OFAC-sanctioned jurisdiction; and (iii) no transaction hereunder shall directly or indirectly benefit any sanctioned person, entity, or jurisdiction. Each Party acknowledges this representation is made under penalty of perjury. A false certification constitutes grounds for immediate termination of this Agreement and referral to appropriate regulatory authorities.

4.4 Travel Rule Compliance

For transactions above USD 3,000 (or applicable local threshold), both parties shall transmit originator and beneficiary information in accordance with FATF Recommendation 16 (Travel Rule) via ISO 20022 message fields (pacs.008 CreditorAgent / DebtorAgent fields). On-chain Travel Rule data shall be transmitted via a mutually agreed protocol (VASP-to-VASP messaging).

5. TECHNOLOGY INTEGRATION

Parameter	Specification
API Base URL (NVC Fund)	https://api.nvcfund.com/v1 · OAuth 2.0 + HMAC-SHA256 · TLS 1.3
Message Standard	ISO 20022 pacs.008.001.08 (credit transfer) · pacs.002.001.10 (status) · camt.053 (statements)
Webhook (NVC Fund)	https://webhooks.nvcfund.com/dcb/notifications · HMAC-SHA256 · JSON / pacs.002
Health Check	https://api.nvcfund.com/health · HTTP 200 · monitored 24/7
API Reference	DCB-NP-21399964 (New Partner API Form, April 2026)
Encryption	TLS 1.3 · AES-256-GCM payload encryption · RSA-4096 key exchange
Uptime SLA	99.5% target for core payment APIs · 4-hour RTO for critical failures

6. CAPITAL INSTRUMENT DISTRIBUTION & REPO FACILITY

6.1 Distribution Agency

NVC Fund Bank appoints DCB as a non-exclusive preferred distribution agent for NVC Fund capital instruments (Bank Guarantees, Treasury Notes, Block Fund Instruments, Certificates of Deposit, Bankers Acceptances) within DCB's client network. DCB shall present instruments without modification and direct clients to NVC Fund Bank for execution. DCB receives a placement fee as agreed in the definitive Correspondent Banking Agreement.

6.2 Repo Facility Access

DCB may access NVC Fund Bank's GMRA 2011 Repo Facility (standby: up to \$100,000,000 USD) using NVCT as eligible collateral, at terms to be agreed per individual repo transaction. See Bilateral Swap Agreement NVC-DCB-SWAP-2026-001 for haircut and rate terms.

7. GOVERNANCE, REPORTING & RELATIONSHIP MANAGEMENT

7.1 Relationship Managers

Each party shall designate a named Relationship Manager and a named Compliance Liaison. NVC Fund Bank: Frank O. Ekejija (compliance@nvcfund.com). DCB: To be designated within 10 business days of MOU execution.

7.2 Quarterly Review

The parties shall hold quarterly business reviews covering: (a) settlement volume and value; (b) facility utilisation; (c) AML/compliance updates; (d) technology integration status; and (e) corridor performance. Minutes shall be signed by both Relationship Managers.

7.3 Incident Notification

Each party shall notify the other within 2 business hours of any material system outage, regulatory enquiry, sanctions match, data breach, or event that may affect the other party's settlement flows.

8. CONFIDENTIALITY (BINDING)

The parties agree that the existence and contents of this MOU are **strictly confidential**. Neither party shall disclose this MOU or any information relating to the intended correspondent banking relationship to any third party without the prior written consent of the other, except: (a) to legal counsel, auditors, or regulators on a need-to-know basis; or (b) as required by applicable law or regulatory order. This obligation is **binding** from the date of execution and survives termination or expiry of this MOU for a period of five (5) years.

9. EXCLUSIVITY & NON-SOLICITATION (BINDING)

During the initial 12-month period following execution, each party agrees to treat the other as its **preferred non-exclusive** correspondent and stablecoin swap counterparty and to offer the other party right of first consideration on new corridor opportunities and capital instrument distribution mandates before approaching third-party competitors. This clause is **binding**. Nothing herein prevents either party from maintaining existing correspondent banking relationships.

10. NEXT STEPS & DEFINITIVE AGREEMENT TIMELINE

Milestone	Target	Responsible Party
MOU countersigned by DCB	Within 10 business days of receipt	DCB

Milestone	Target	Responsible Party
Wolfsberg CDD questionnaire exchange	Within 30 days of MOU execution	Both parties
Bilateral Swap Agreement executed	Within 20 days of MOU execution	Both parties
API integration testing (sandbox)	Within 30 days of MOU execution	Both tech teams
Nostro/vostro accounts opened	Within 45 days of MOU execution	Both parties
First live settlement transaction	Within 60 days of MOU execution	Both parties
Definitive Correspondent Banking Agreement signed	Within 90 days of MOU execution	Both parties

11. GOVERNING LAW & GENERAL PROVISIONS (BINDING)

Parameter	Terms
Governing Law	UCC United States Constitutional Common Law of contract; Laws of Dallas, Texas, USA
Dispute Resolution	Good-faith negotiation (30 days) → UNCITRAL arbitration (seat: Dallas, TX)
Term	12 months from date of last signature; auto-renews annually unless 60 days' written notice of non-renewal given
Entire Agreement	This MOU, together with the Bilateral Swap Agreement (NVC-DCB-SWAP-2026-001) and API form (DCB-NP-21399964), constitutes the entire understanding of the parties on the subject matter, replacing all prior discussions
Amendment	In writing, signed by authorised representatives of both parties
Notices — NVC Fund Bank	Frank O. Ekejija · compliance@nvcfund.com · compliance@nvcfund.com · +1 (214) 532-5773
Notices — DCB	To be completed by DCB upon countersignature

EXECUTION — AUTHORISED SIGNATURES

NVC FUND BANK — NVC FUND HOLDING TRUST

Name: Frank O. Ekejija
Title: Trustee & Authorised Signatory
Entity: NVC Fund Holding Trust / NVC Fund Bank
Date: May 14, 2026
Email: compliance@nvcfund.com

DIGITAL COMMERCIAL BANK

Name: _____
Title: _____
Entity: Digital Commercial Bank
Date: _____
Email: _____

CONFIDENTIAL MOU: This Memorandum of Understanding (NVC-DCB-MOU-2026-001) is a statement of intent between NVC Fund Bank (NVC Fund Holding Trust) and Digital Commercial Bank and shall not be construed as a legally binding agreement except where expressly stated (Sections 8, 9, 11). The execution of definitive agreements remains subject to completion of satisfactory due diligence, regulatory approval, and board authorisation by both parties. NVCT contract: 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37 (Base Mainnet) — transfer() only, mint() not used. Generated: May 14, 2026 · NVC Fund Holding Trust · www.nvcfund.com · compliance@nvcfund.com · +1 (214) 532-5773