

NVCT ↔ VUSD BILATERAL STABLECOIN SWAP & SETTLEMENT AGREEMENT

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

Agreement No.:	Classification:	API Ref.:	Governing Law:
NVC-DCB-SWAP-2026-001	Confidential	DCB-NP-21399964	Wyoming & Texas, USA / UNCITRAL

PARTY A — NVC FUND HOLDING TRUST

NVCT

Base Mainnet · ERC-20

0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37

\$30 Trillion Pre-Minted Treasury



PARTY B — DIGITAL COMMERCIAL BANK

VUSD

1 NVCT = 1 VUSD

1:1 USD Parity · ISO 2022
pacs.008

VERGY.WORLD Network · DCB Rail
150+ Countries · <1s Settlement

\$100B+ Total Value Locked

PARTY A — NVCT ISSUER & SWAP COUNTERPARTY

NVC Fund Holding Trust

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



PARTY B — VUSD ISSUER & SWAP COUNTERPARTY

Digital Commercial Bank (DCB)

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

RECITALS

WHEREAS NVC Fund Holding Trust ("**NVC Fund**") is a sovereign estate trust that has pre-minted thirty trillion United States Dollars (\$30,000,000,000,000) in NVCT stablecoin (1:1 USD peg) on the Base Mainnet blockchain (contract address 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37, ERC-20 standard), operated by NVC Fund Bank, and is AAA credit-rated by Saifur Rahman & Associates; and

WHEREAS Digital Commercial Bank ("**DCB**") is a blockchain-powered financial institution issuing the VUSD institutional stablecoin via VERGY.WORLD, with \$100B+ total value locked, 150+ country support, and sub-1-second transaction speeds, operating at digcommbank.com; and

WHEREAS both NVCT and VUSD are pegged 1:1 to the United States Dollar, enabling a par-value bilateral settlement lane with zero foreign exchange conversion risk; and

WHEREAS the parties have established API connectivity under reference DCB-NP-21399964 and wish to formalise the terms of cross-stablecoin settlement through this Agreement.

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

1. DEFINITIONS

Term	Definition
NVCT	The NVC Token stablecoin issued by NVC Fund Holding Trust on the Base Mainnet blockchain, pegged 1:1 to USD, contract address 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37. All NVCT transfers use the transfer() function from the pre-minted treasury; mint() is not used.
VUSD	The VERGY.WORLD institutional premium stablecoin issued and managed by Digital Commercial Bank / VERGY.WORLD, pegged 1:1 to USD, settling on the DCB Network rail at sub-1-second speed.
Swap Transaction	Any bilateral exchange of NVCT for VUSD or VUSD for NVCT at the Agreed Rate under this Agreement.
Agreed Rate	1 NVCT = 1 VUSD = USD 1.00 (1:1 parity). Adjustments require written amendment signed by both parties.
Settlement	Completion of a Swap Transaction with irrevocable on-chain confirmation on both the Base Mainnet (NVCT leg) and the DCB Network (VUSD leg).

Term	Definition
Swap Facility Limit	The maximum aggregate notional value of outstanding Swap Transactions as agreed by each party's Liquidity Committee, reviewed quarterly.
INDA	Interbank Direct Access — the ISO 20022 compliant payment messaging framework wrapping each Swap Transaction instruction.

2. SWAP MECHANICS & SETTLEMENT PROTOCOL

2.1 Initiation

Either party may initiate a Swap Transaction by submitting an ISO 20022 pacs.008.001.08 payment instruction via the API endpoint <https://api.nvcfund.com/v1/nvct/transfer> (for NVCT leg) or DCB's equivalent endpoint, authenticated via OAuth 2.0 with HMAC-SHA256 request signing as specified in API reference DCB-NP-21399964.

2.2 Settlement Timeline

Each Swap Transaction shall settle in two concurrent legs: (a) the NVCT leg settles on Base Mainnet within <10 minutes of on-chain confirmation; and (b) the VUSD leg settles on the DCB Network within <1 second of instruction receipt. Both legs must confirm before the Swap Transaction is deemed complete.

2.3 Transaction Confirmation

Upon settlement of both legs, each party's system shall issue an ISO 20022 pacs.002.001.10 payment status report (ACCP) and an on-chain transaction hash confirming finality. The receiving party shall acknowledge receipt within 30 minutes via the webhook endpoint specified in DCB-NP-21399964.

2.4 Minimum Transaction Size

Minimum Swap Transaction size: USD 1 equivalent (1 NVCT or 1 VUSD). Maximum single Swap Transaction: to be agreed in writing by both Liquidity Committees prior to execution for transactions exceeding USD 100,000,000.

2.5 Netting

The parties may agree to net multiple Swap Transactions occurring within the same business day against each other, settling only the net position. Netting elections must be agreed in writing at least 24 hours in advance.

3. LIQUIDITY COMMITMENTS

3.1 NVC Fund Liquidity Commitment

NVC Fund Holding Trust commits to maintaining sufficient NVCT liquidity within its pre-minted \$30 trillion treasury to satisfy all Swap Transactions initiated by DCB within the agreed Swap Facility Limit. NVCT shall be available for transfer on Base Mainnet within 24 hours of any request not exceeding the Swap Facility Limit.

3.2 DCB Liquidity Commitment

DCB commits to maintaining sufficient VUSD reserves to satisfy all Swap Transactions initiated by NVC Fund within the agreed Swap Facility Limit. VUSD shall be available on the DCB Network within 1 business hour of any request not exceeding the Swap Facility Limit.

3.3 Facility Limit Review

The Swap Facility Limit shall be reviewed and re-agreed quarterly by both parties' Liquidity Committees. Either party may request an emergency facility increase with 48 hours written notice, subject to mutual written consent.

4. GMRA 2011 REPO BACKSTOP

In addition to direct swap transactions, DCB may access NVC Fund's GMRA 2011 Repo Facility (standby capacity: up to \$100,000,000 USD) using NVCT as eligible collateral. Repo terms: 7-90 days. Haircut: 2% for NVCT collateral (reflecting 1:1 USD peg and AAA trust rating). This facility provides DCB with additional short-term liquidity without requiring equity issuance.

5. FEES & CHARGES

Transaction Type	Fee	Payable By	Settlement
Standard Swap (NVCT→VUSD)	0.05% of notional	Initiating party	Deducted at settlement
Standard Swap (VUSD→NVCT)	0.05% of notional	Initiating party	Deducted at settlement
Netting Service	No additional charge	N/A	N/A
Repo Facility Access	Rate per GMRA 2011 terms	DCB (repo buyer)	On repo maturity
Emergency Liquidity (same-day)	0.10% of notional	Requesting party	Deducted at settlement

6. CAPITAL INSTRUMENT DISTRIBUTION

6.1 Instrument Offering

NVC Fund authorises DCB to offer and distribute the following NVC Fund capital instruments to DCB's institutional client base: (a) Bank Guarantees (URDG 758); (b) Treasury Notes (10-year subordinated); (c) Block Fund Instruments (tranche-release); (d) Bankers Acceptances; (e) Certificates of Deposit. DCB shall act as distribution agent only and shall not alter the terms of any instrument without NVC Fund's prior written consent.

6.2 VUSD Acceptance

NVC Fund Bank agrees to accept VUSD as a valid inbound settlement currency for purchases of NVC Fund capital instruments, at the Agreed Rate of 1 VUSD = 1 USD. VUSD received by NVC Fund shall be converted to NVCT at the Agreed Rate within one business day for treasury accounting purposes.

7. REPRESENTATIONS & WARRANTIES

Each party represents and warrants to the other that: (a) it has full legal capacity and authority to enter into this Agreement; (b) this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms; (c) its stablecoin (NVCT or VUSD, as applicable) is fully backed by eligible USD reserve assets and is not issued in violation of any applicable law; (d) it maintains AML/KYC procedures compliant with FATF recommendations; (e) it is not subject to OFAC sanctions or any equivalent sanctions regime; and (f) it will notify the other party immediately upon becoming aware of any event that would render any representation false.

8. RESERVE ATTESTATION

8.1 Annual Attestation

DCB shall provide NVC Fund with an annual written confirmation from an independent accounting or assurance firm confirming that VUSD reserves equal or exceed tokens in circulation on a 1:1 USD basis. The report shall be delivered within 60 days of each calendar year-end. NVC Fund may request one additional attestation per year at its own cost with 30 days' written notice. If any attestation reveals a reserve shortfall, the parties shall negotiate in good faith to resolve the matter within 30 days before either party exercises any other remedy under this Agreement.

9. CONFIDENTIALITY, TERM & TERMINATION

9.1 Term

This Agreement commences on the date of last signature below and continues for an initial term of two (2) years, automatically renewing for successive one-year terms unless either party provides 90 days' written notice of non-renewal.

9.2 Termination for Cause

Either party may terminate immediately upon written notice if: (a) the other party fails to settle any Swap Transaction within 5 business days of the due date and such failure is not cured within 48 hours of written demand; (b) the other party becomes insolvent or subject to receivership; or (c) the other party's stablecoin de-pegs more than 2% from USD parity for more than 72 consecutive hours.

9.3 Confidentiality

Each party shall keep this Agreement and all transaction data strictly confidential, disclosing only to employees, advisers, and regulators with a need to know. This obligation survives termination for five (5) years.

10. GOVERNING LAW, DISPUTE RESOLUTION & NOTICES

Parameter	Terms
Governing Law	States of Wyoming and Texas, United States of America
Dispute Resolution	Good-faith negotiation (30 days) → Binding arbitration under UNCITRAL Arbitration Rules (seat: Dallas, TX)
Language	English
Notices — NVC Fund	Frank O. Ekejija · compliance@nvcfund.com · compliance@nvcfund.com · +1 (214) 532-5773
Notices — DCB	compliance@digcommbank.com · www.digcommbank.com · Contact page: digcommbank.com/contact
Amendments	In writing, signed by authorised representatives of both parties

EXECUTION — AUTHORISED SIGNATURES

PARTY A — 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

NVC Fund Holding Trust — Official Seal

PARTY B — DIGITAL COMMERCIAL BANK

Name: _____
Title: _____
Entity: Digital Commercial Bank / VERGY.WORLD
Date: _____
Email: _____

Digital Commercial Bank — Official Seal

CONFIDENTIAL: This Bilateral Stablecoin Swap & Settlement Agreement (Agreement No. NVC-DCB-SWAP-2026-001) is entered into exclusively between NVC Fund Holding Trust and Digital Commercial Bank. NVCT transfers use the transfer() function from the pre-minted \$30T treasury — mint() is not used. This Agreement does not constitute a guarantee of investment returns or a deposit insurance scheme. Neither NVCT nor VUSD constitutes legal tender. Regulatory compliance obligations of each party remain independent. Generated: May 14, 2026 · NVC Fund Holding Trust · www.nvcfund.com · compliance@nvcfund.com · +1 (214) 532-5773