

## MEMORANDUM OF UNDERSTANDING

### FINANCIAL PARTNERSHIP & API SETTLEMENT INTEGRATION

NVC Fund Bank Holding Trust · FT Asset Management KB · NVCT Platform Settlement · May 14, 2026

MOU No.:	Classification:	Jurisdiction:
<b>NVC-FTAM-MOU-2026-001</b>	<b>Confidential</b>	<b>UCC Constitutional Common Law · Sweden</b>
Status:	Effective:	
<b>Pending FTAM Countersignature</b>	<b>May 14, 2026</b>	

#### PARTY A — SUBMITTING INSTITUTION

### NVC Fund Bank Holding Trust

**Address:** 100 Crescent Court, Suite 700,  
Dallas, TX 75201, USA

**Platform:** **nvcfund.com**

**Settlement:** **NVCT** — ERC-20, Base Mainnet  
· 1 NVCT = 1 USD

**Treasury:** **\$30 Trillion pre-minted**

**Signatory:** Frank O. Ekejija

**Contact:** compliance@nvcfund.com · +1  
(214) 532-5773



#### PARTY B — CORRESPONDENT INSTITUTION

### FT Asset Management KB

**Address:** Frejgatan 13-1478, 114 79  
Stockholm, Sweden

**Registration:** **969777-7549**

**LEI:** **533551613144957922**

**Regulator:** Finansinspektionen, Sweden

**API Platform:** api.FTAssetManagement.com

**Contact:** info@FTAssetManagement.com  
· +46 8 50 541 351

## RECITALS

### WHEREAS

NVC Fund Bank Holding Trust is a sovereign commercial bank holding trust backed by a \$30 Trillion pre-minted NVCT trust estate on Base Mainnet (ERC-20 contract 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37), operating a financial services platform at nvcfund.com and offering capital market instruments including Bank Guarantees, Standby Letters of Credit, and Sovereign Finance Certificates;

### WHEREAS

FT Asset Management KB (Reg: 969777-7549; LEI: 533551613144957922) is a Swedish-domiciled international asset management firm with direct branches in Ghana, Sierra Leone, Papua New Guinea, and Gabon, and a correspondent network including MVM Bank (UK, SWIFT MT760 capable), Fides Gestion Financiera (Mexico), TAINA Savings & Loans (Solomon Islands), Wealth OBU Ltd (Comoros), Apex Capital Reserve Bank, and ACE Investment Bank Limited (SWIFT AIBMMYKLXXX, Kuala Lumpur);

## WHEREAS

NVC Fund and FTAM have maintained an active bilateral correspondent and asset management relationship since 21 February 2019, as documented under the fully-executed Asset Deposit Management Agreement (Code: 02212019/NVC-FTAM), under which NVC Fund deposited 511,446 Trust Units at a Net Asset Value of Twenty-Five Billion US Dollars (\$25,000,000,000; CUSIP 67074B105 / ISIN US67074B1052) with FTAM; and

## WHEREAS

Both Parties desire to extend and formalise that established relationship with a platform-to-platform NVCT settlement layer via FTAM's JSON REST API reservation protocol, with settlement denominated in NVCT (1 NVCT = 1 USD fixed parity) on Base Mainnet; **NOW THEREFORE**, the Parties agree as follows.

## ARTICLE 1 — PURPOSE AND SCOPE

### 1.1

This MOU extends and formalises the API-integrated NVCT settlement framework for the bilateral financial partnership between NVC Fund Bank Holding Trust and FT Asset Management KB — a relationship established since 21 February 2019 under Agreement Code 02212019/NVC-FTAM.

### 1.2

The scope encompasses: (i) inbound and outbound fund transfers via FTAM's Reservation-Based JSON API; (ii) NVCT on-chain settlement on Base Mainnet; (iii) multi-corridor access through FTAM's global branch and correspondent network; (iv) SWIFT MT760 asset instrument distribution through FTAM-connected correspondents; and (v) FATF-compliant AML/KYC procedures.

### 1.3

This MOU does not constitute a legally binding contract but establishes the intent of both Parties to negotiate and execute definitive agreements within ninety (90) days of execution.

## ARTICLE 2 — SETTLEMENT MECHANISM

### 2.1

All settlement shall be executed using NVCT — a pre-minted ERC-20 token on Base Mainnet at contract address 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37. One (1) NVCT = One (1) USD at fixed parity. All NVCT movements shall use the `transfer()` function from NVC Fund's pre-minted treasury. No new NVCT shall be minted under any circumstances.

## 2.2

Settlement Path: FTAM initiates a transfer reservation via its JSON API → NVC Fund platform polls and validates the reservation → NVC Fund POSTs confirmation to FTAM's /Reservation\_confirmation.asp endpoint → NVCT settlement executes on-chain within 1 minute. No wire transfer, SWIFT cash message (MT103), or correspondent bank chain is required.

## ARTICLE 3 — API INTEGRATION PROTOCOL

### 3.1

All electronic transfers shall be conducted via FTAM's JSON REST API (production: <https://api.FTAssetManagement.com>; sandbox: <https://apitest.FTAssetManagement.com>). FTAM shall issue a unique key\_code (UUID format) to NVC Fund upon execution of definitive agreements.

### 3.2

Reservation Protocol: (i) FTAM queues transfers via GET /Reservation.asp; (ii) NVC Fund validates against AML/KYC; (iii) NVC Fund confirms via POST /Reservation\_confirmation.asp; (iv) FTAM marks transaction "completed"; (v) NVCT settles on Base Mainnet within 1 minute. All API communications secured via HTTPS/TLS 1.3.

## ARTICLE 4 — SWIFT MT760 ASSET DISTRIBUTION

### 4.1

FTAM Sweden (HQ) and MVM Bank (UK correspondent, SWIFT MT760 capable) may transmit NVC Fund capital instruments — Bank Guarantees and Standby Letters of Credit — as MT760 SWIFT messages to third-party beneficiaries within FTAM's network on NVC Fund's behalf. Additionally, ACE Investment Bank Limited (SWIFT: AIBMMYKLXXX, Labuan FSA, Malaysia) serves as NVC Fund's global SWIFT correspondent gateway within the FTAM network, extending SWIFT MT760 reach to beneficiaries worldwide.

### 4.2

All MT760 transmissions require prior written approval from both Parties and full FATF KYC on the beneficiary.

## ARTICLE 5 — FTAM GLOBAL NETWORK ACCESS

Entity	Location	Speed	SWIFT MT760	Role
<b>FT Asset Management KB (HQ)</b>	Stockholm, Sweden	Immediate	✓	Primary API correspondent
<b>FT Asset Management</b>	Ghana	Immediate	—	West Africa corridor

Entity	Location	Speed	SWIFT MT760	Role
<b>FT Asset Management</b>	Sierra Leone	Immediate	—	West Africa corridor
<b>FT Asset Management</b>	Papua New Guinea	Immediate	—	Pacific corridor
<b>FT Asset Management</b>	Gabon	Immediate	—	Central Africa corridor
<b>MVM Bank</b>	United Kingdom	Immediate	✓	SWIFT gateway — Europe/UK
<b>ACE Investment Bank Ltd</b>	Kuala Lumpur & Labuan, Malaysia	Immediate	✓ <b>AIBMMYKLXXX</b>	SWIFT gateway — Asia-Pacific
<b>Fides Gestion Financiera</b>	Mexico	2-3 days	—	Americas corridor
<b>TAINA Savings &amp; Loans</b>	Solomon Islands	2-3 days	—	Pacific corridor
<b>Wealth OBU Ltd</b>	Comoros	2-3 days	—	Indian Ocean corridor

## ARTICLE 6 — COMPLIANCE & AML/KYC

### 6.1

Both Parties shall maintain FATF-compliant AML/KYC procedures under applicable Swedish law (Finansinspektionen) and applicable US law. 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, or any UN Security Council Consolidated 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 and that a false certification constitutes grounds for immediate termination of this Agreement. Compliance contacts: NVC Fund — [compliance@nvcfund.com](mailto:compliance@nvcfund.com); FTAM — [info@FTAssetManagement.com](mailto:info@FTAssetManagement.com).

## ARTICLE 7 — GOVERNING LAW, TERM & DISPUTE RESOLUTION

### 7.1

Governed by: (i) UCC United States Constitutional Common Law of contract; (ii) applicable laws of Sweden and Finansinspektionen regulations; (iii) Laws of Dallas, Texas, USA. Disputes subject to 30-day good-faith negotiation; if unresolved, ICC arbitration with seat in Dallas, Texas, USA. Term: two (2) years, auto-renewing annually unless either Party provides 60 days' written notice of termination.

## EXECUTION

IN WITNESS WHEREOF, the duly authorised representatives of both Parties have executed this Memorandum of Understanding as of the Effective Date first written above.

### NVC FUND BANK HOLDING TRUST — PARTY A

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**Frank O. Ekejija**

Authorised Signatory & Principal

NVC Fund Bank Holding Trust

compliance@nvcfund.com · +1 (214) 532-5773

Date: May 14, 2026

### FT ASSET MANAGEMENT KB — PARTY B

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Awaiting Countersignature

Authorised Representative

FT Asset Management KB, Stockholm, Sweden

info@FTAssetManagement.com · +46 8 50 541 351

Date: \_\_\_\_\_

**Confidential.** This MOU is issued exclusively between NVC Fund Bank Holding Trust and FT Asset Management KB. It does not constitute a legally binding contract. Definitive agreements shall be executed within 90 days. Ref: NVC-FTAM-MOU-2026-001 · Governing law: UCC Constitutional Common Law · Sweden (Finansinspektionen) · Dallas, Texas, USA.