NVC Fund Holding Trust • Sovereign Reserve Instruments Division
100 Crescent Court, Suite 700, Dallas, TX 75201
SWIFT: CITIUS33 (Citibank) / UNAFNGLA (UBA) • NVCT: Base Mainnet
ISO 20022 • Basel III Compliant • Reg D / Rule 144A

LEGAL & CONTRACTUAL INSTRUMENT — SDR ALLOCATION SERIES — BILATERAL AGREEMENT

SDR — ALLOCATION AGREEMENT

Special Drawing Right Allocation Agreement

Sovereign Reserve Allocation • Multi-Currency Basket Instrument • NVC Fund Series SDR-NVC-S2026

Agreement Ref: **SDR-NVC-20260723-010000** • Date of Agreement: **July 23, 2026** • Maturity: **July 23, 2027**

ALLOCATION AMOUNT	SDR INTEREST RATE	TENOR	REDEMPTION VALUE
USD 10,000,000.00	**3.5%**	**1 year (365 days)**	**USD 10,350,000.00**
Principal	Per annum, fixed at issuance	365 days	Principal + Interest

INVESTOR ELIGIBILITY & DISTRIBUTION RESTRICTION: This instrument is offered and sold exclusively to **Qualified Institutional Buyers (QIBs)** as defined under Rule 144A of the U.S. Securities Act of 1933, as amended, and/or **Accredited Investors** as defined under Regulation D, Rule 501(a). This is a private placement transaction. This instrument has not been registered with the U.S. Securities and Exchange Commission, any U.S. state securities regulator, or any foreign securities authority, and no such registration is required under the applicable exemptions. **Neither this Agreement nor the Allocation Certificate may be offered, sold, or transferred in violation of applicable securities laws.**

PARTIES TO THIS AGREEMENT

PARTY A — ALLOCATING AUTHORITY

NVC Fund Holding Trust

A court-validated irrevocable Estate Trust organized under U.S. Federal Law, with principal offices at 100 Crescent Court, Suite 700, Dallas, TX 75201.
Settlement: Citibank N.A. (CITIUS33) → United Bank for Africa PLC / UBA (UNAFNGLA) → NVC Fund Holding Trust Acct: 3004665310
NVCT Smart Contract: 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37 (Base Mainnet)
General Executor & Authorised Signatory: Frank O. Ekejija

PARTY B — ALLOCATION HOLDER

NVC Fund Holding Trust

Account Reference:
Allocation Date: July 23, 2026
Agreement Ref: SDR-NVC-20260723-010000

RECITALS

WHEREAS, NVC Fund Holding Trust ("Trust" or "Allocating Authority") is a court-validated irrevocable Estate Trust with documented assets in excess of USD 48 trillion, holding sovereign reserve assets including NVCT stablecoin (deployed on Base Mainnet at $1:1 USD parity) and multi-currency reserves;

WHEREAS, the Trust has established the NVC Special Drawing Right ("NVC SDR") programme as a sovereign reserve allocation instrument modeled on the structural principles of the International Monetary Fund Special Drawing Right under IMF Articles of Agreement, Article XV, adapted for private institutional sovereign reserve operations;

WHEREAS, the Holder is a Qualified Institutional Buyer and/or Accredited Investor that wishes to acquire an NVC SDR Allocation from the Trust on the terms set forth herein;

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

SECTION 1 — DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

"Allocation Amount" means USD 10,000,000.00, being the principal amount of the NVC SDR allocated to the Holder under this Agreement.

"Basket Currencies" means the five currencies comprising the NVC SDR valuation basket: US Dollar (USD), Euro (EUR), Chinese Yuan Renminbi (CNY), Japanese Yen (JPY), and Pound Sterling (GBP), weighted as set forth in Section 3.

"Central Bank Reference Rate" means, for each Basket Currency, the applicable policy rate published by the relevant central bank as of the Issue Date: (i) USD — Federal Reserve Federal Funds Target Rate (upper bound); (ii) EUR — European Central Bank Deposit Facility Rate; (iii) CNY — People's Bank of China 1-Year Loan Prime Rate (LPR); (iv) JPY — Bank of Japan Policy-Rate Balance Rate; (v) GBP — Bank of England Bank Rate.

"Issue Date" means July 23, 2026.

"Maturity Date" means July 23, 2027, being 365 calendar days from the Issue Date.

"NVCT" means the NVC Token stablecoin deployed at smart contract address 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37 on Base Mainnet (Layer 2 Ethereum), maintaining a $1:1 USD parity through the Trust's reserve management programme.

"Redemption Amount" means USD 10,350,000.00, being the Allocation Amount plus accrued Interest at the SDR Rate for the full Tenor.

"SDR Rate" means 3.5% per annum, fixed as of the Issue Date in accordance with Section 4 of this Agreement.

"Settlement Account" means the account designated by the Holder for receipt of the Redemption Amount at maturity, subject to SWIFT confirmation and KYC/AML clearance.

"Series" means NVC SDR Series SDR-NVC-S2026, under which this Allocation is issued.

SECTION 2 — THE ALLOCATION

2.1 **Grant of Allocation.** Subject to the terms and conditions of this Agreement, the Allocating Authority hereby allocates to the Holder, and the Holder hereby accepts, an NVC Special Drawing Right in the Allocation Amount, constituting a sovereign reserve claim on the NVC Fund multi-currency basket as described in Section 3, redeemable on the Maturity Date for the Redemption Amount.

2.2 **Nature of Instrument.** The NVC SDR is a contractual sovereign reserve allocation representing the Holder's right to receive the Redemption Amount on the Maturity Date. It is not a deposit, a bank account, or a collective investment scheme. It is a private bilateral instrument between institutional parties.

2.3 **Allocation Certificate.** Contemporaneously with execution of this Agreement, the Allocating Authority shall issue to the Holder an NVC SDR Allocation Certificate (Ref: SDR-NVC-20260723-010000) evidencing the terms of this Allocation. The Certificate and this Agreement together constitute the complete instrument documentation.

2.4 **Allocation Register.** The Allocating Authority maintains a confidential register of all outstanding NVC SDR Allocations under Series SDR-NVC-S2026. Registration of the Allocation in such register is a condition precedent to the Holder's right to receive the Redemption Amount.

SECTION 3 — BASKET COMPOSITION & VALUATION

3.1 **Basket Structure.** The NVC SDR valuation basket comprises five major world currencies, weighted as follows, consistent with the International Monetary Fund SDR valuation methodology (2022 Review, effective August 1, 2022):

Currency	Issuing Central Bank	Basket Weight	Basket Amount (USD)	Valuation Basis
USD	US Dollar — Federal Reserve System	43.38%	4,338,000.00	WM/Reuters 4 pm London fix
EUR	Euro — European Central Bank	29.31%	2,931,000.00	WM/Reuters 4 pm London fix
CNY	Chinese Yuan Renminbi — PBOC	12.28%	1,228,000.00	WM/Reuters 4 pm London fix
JPY	Japanese Yen — Bank of Japan	7.59%	759,000.00	WM/Reuters 4 pm London fix
GBP	Pound Sterling — Bank of England	7.44%	744,000.00	WM/Reuters 4 pm London fix
Total		**100.00%**	**10,000,000.00**	

3.2 **Valuation Date.** The basket composition and allocation amounts are fixed as of the Issue Date using the WM/Reuters 4:00 pm London closing spot exchange rates. No rebalancing occurs during the Tenor.

3.3 **Settlement Currency.** Notwithstanding the multi-currency basket structure, the Redemption Amount shall be settled in **USD** (or NVCT at $1:1 USD parity, at the Holder's election), representing the basket-equivalent value. Physical delivery of individual basket currencies is not required.

SECTION 4 — SDR INTEREST RATE & FIXING METHODOLOGY

4.1 **Fixed Rate.** The SDR Rate is fixed at **3.5% per annum** as of the Issue Date and shall not be adjusted during the Tenor, regardless of subsequent movements in the Central Bank Reference Rates.

4.2 **Rate Calculation Formula.** The SDR Rate is calculated as the weighted arithmetic mean of the five Central Bank Reference Rates, applying the Basket Weights set forth in Section 3:

Currency	Reference Rate	Basket Weight	Contribution	Source / Publication
USD	Federal Funds Target Rate (upper bound)	43.38%	—	federalreserve.gov
EUR	ECB Deposit Facility Rate	29.31%	—	ecb.europa.eu
CNY	PBoC 1-Year Loan Prime Rate (LPR)	12.28%	—	pbc.gov.cn
JPY	BoJ Policy-Rate Balance Rate	7.59%	—	boj.or.jp
GBP	Bank of England Bank Rate	7.44%	—	bankofengland.co.uk
Weighted SDR Rate (fixed at issuance)			**3.5%**	

4.3 **Interest Calculation.** Interest accrues on the Allocation Amount from (and including) the Issue Date to (but excluding) the Maturity Date on an Actual/365 day-count basis: Interest = Allocation Amount × SDR Rate × (Actual Days ÷ 365). Total interest at maturity: **USD 350,000.00**.

4.4 **Rate Record.** The Allocating Authority shall maintain a written record of the five Central Bank Reference Rates observed on the Issue Date and used in computing the SDR Rate. Such record shall be available to the Holder upon written request within 5 business days.

SECTION 5 — RESERVE BACKING & COLLATERAL

5.1 **NVCT Backing.** The Allocating Authority represents and warrants that, as of the Issue Date, NVCT reserves at least equal to the Redemption Amount are held in the NVC Fund treasury reserve wallet on Base Mainnet (smart contract: 0x36785Bb0396d3717aE3ddec61a4F562b7FcD9A37) and are ring-fenced for the purpose of meeting redemption obligations under the NVC SDR Series SDR-NVC-S2026 programme.

5.2 **Proof of Reserves.** The Allocating Authority shall, upon the Holder's written request, provide: (a) an on-chain balance verification link for the NVCT reserve contract on Base Mainnet (basescan.org), showing reserve sufficiency; and (b) a written confirmation of the ring-fenced allocation reference within 3 business days of such request.

5.3 **No Commingling.** Reserves backing outstanding SDR Series SDR-NVC-S2026 Allocations shall not be pledged, hypothecated, or otherwise encumbered in favour of any third party without the prior written consent of the majority (by Allocation Amount) of outstanding Series SDR-NVC-S2026 Holders.

5.4 **Settlement Correspondent.** Settlement of the Redemption Amount at maturity shall be effected through the following correspondent chain: Citibank N.A., 388 Greenwich Street, 6th Floor, New York, NY 10013 (SWIFT: CITIUS33 · ABA: 021000089 · Acct: 36320321 · DTC: 0908), for credit of United Bank for Africa PLC (SWIFT: UNAFNGLA), for final credit of NVC Fund Holding Trust, Account: 3004665310, providing direct institutional settlement capability across Africa and globally.

SECTION 6 — PAYMENT AT MATURITY

6.1 **Redemption Obligation.** On the Maturity Date (July 23, 2027), the Allocating Authority shall pay the Redemption Amount of **USD 10,350,000.00** to the Holder's designated Settlement Account, subject to receipt of valid settlement instructions not fewer than 5 Business Days prior to the Maturity Date.

6.2 **Payment Currency.** The Redemption Amount shall be paid in USD, or in NVCT at $1:1 USD parity at the Holder's written election given no fewer than 10 Business Days prior to the Maturity Date. On-chain NVCT settlement shall constitute full and final discharge of the Allocating Authority's redemption obligation.

6.3 **Settlement Instructions.** The Holder shall provide SWIFT MT103 settlement instructions (beneficiary bank, account number, SWIFT/BIC, ABA routing where applicable) to the Allocating Authority no fewer than 5 Business Days before the Maturity Date. Failure to provide timely instructions shall not excuse the Allocating Authority's obligation, which shall be held in trust pending receipt of valid instructions.

6.4 **No Early Redemption.** Unless the parties agree otherwise in writing, this Allocation is non-callable and non-puttable prior to the Maturity Date. Early termination by either party requires 30 days' prior written notice and mutual agreement on settlement terms.

SECTION 7 — REPRESENTATIONS & WARRANTIES

7.1 **By the Allocating Authority.** As of the Issue Date, NVC Fund Holding Trust represents and warrants that: (a) it has full authority under the NVC Fund Estate Trust Instrument to issue NVC SDR Allocations; (b) the NVCT reserves described in Section 5 exist and are unencumbered; (c) no proceedings are pending that would materially impair its ability to pay the Redemption Amount; (d) this Agreement has been duly authorised by Frank O. Ekejija as General Executor and Authorised Signatory.

7.2 **By the Holder.** As of the Issue Date, the Holder represents and warrants that: (a) it is a Qualified Institutional Buyer under Rule 144A and/or an Accredited Investor under Regulation D, Rule 501(a), and has provided such evidence to the Allocating Authority as reasonably requested; (b) it is acquiring this Allocation for its own account and not with a view to distribution or resale in violation of applicable securities laws; (c) it has independently assessed the risks of this instrument and has not relied on any representation of the Allocating Authority other than those expressly set forth herein; (d) it has completed all required KYC/AML procedures and the Allocation funds are from lawful sources.

SECTION 8 — TRANSFER RESTRICTIONS

This Allocation may not be sold, assigned, pledged, or otherwise transferred without the prior written consent of the Allocating Authority. Any attempted transfer in violation of this Section shall be void. The Allocating Authority may withhold consent where the proposed transferee does not satisfy the investor eligibility criteria in Section 7.2(a) or applicable KYC/AML requirements.

SECTION 9 — GOVERNING LAW & DISPUTE RESOLUTION

9.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and applicable U.S. Federal Law, without regard to conflict of laws principles.

9.2 **Arbitration.** Any dispute arising out of or in connection with this Agreement shall be finally resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA), with proceedings in Dallas, Texas, before a single arbitrator. The arbitrator's award shall be final and enforceable in any court of competent jurisdiction.

9.3 **Trust Authority.** Nothing in this Agreement shall be construed to limit the authority of NVC Fund Holding Trust as a court-validated Estate Trust or to subject Trust assets to general creditor claims outside of the obligations expressly undertaken herein.

SECTION 10 — GENERAL PROVISIONS

10.1 **Entire Agreement.** This Agreement and the Allocation Certificate (Ref: SDR-NVC-20260723-010000) together constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations, and understandings.

10.2 **Amendments.** No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorised representatives of both parties.

10.3 **Confidentiality.** Each party shall keep the terms of this Agreement confidential and shall not disclose them to any third party except: (a) to its professional advisors bound by confidentiality; (b) as required by applicable law or regulation; or (c) with the prior written consent of the other party.

10.4 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.5 **Notices.** All notices shall be in writing and delivered by SWIFT MT999, email with read receipt, or registered mail to the addresses set forth in the Parties section above.

EXECUTION — IN WITNESS WHEREOF

The parties have executed this SDR Allocation Agreement as of the date first written above.
Agreement Ref: **SDR-NVC-20260723-010000** • Series: **SDR-NVC-S2026** • Issue Date: **July 23, 2026**

PARTY A — ALLOCATING AUTHORITY
NVC Fund Holding Trust

Authorised Signatory

Printed Name: Frank O. Ekejija

Title: General Executor & Authorised Signatory

Date

Witness:
Name: ____________________________
Signature: ________________________
Date: ____________________________

PARTY B — ALLOCATION HOLDER
NVC Fund Holding Trust

Authorised Signatory

Printed Name & Title

Entity Name (if different from above)

Date

Witness:
Name: ____________________________
Signature: ________________________
Date: ____________________________