

# BRAND AMBASSADOR AND COOPERATION AGREEMENT

## ("Agreement")

This Brand Ambassador and Cooperation Agreement (this "Agreement") is entered into as of the date last signed below (the "Effective Date") by and between:

Carlos Pizarro, also known by the pseudonym "kr105," an individual residing outside of the United States of America (hereinafter "Ambassador"); and

Catcoin Team3 (Unofficial) (hereinafter "Team3"), a group operating under a common law trade name and having existence by virtue of its own declaration, represented herein by its founder and leader, etblvu1.

Ambassador and Team3 are referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

WHEREAS, Ambassador is Carlos Pizarro (kr105), the original creator and releaser of Catcoin, a Scrypt-based cryptocurrency first released in 2013;

WHEREAS, Catcoin Team3(unofficial) (hereinafter "Team3") is an independent working group operating within the broader, volunteer-driven Catcoin community;

WHEREAS, certain third-party promoters of a Solana-based project using the Catcoin name made material misrepresentations on behalf of and in the name of Ambassador — specifically, that Catcoin was defunct — and obtained Ambassador's endorsement of that project under false pretenses, Ambassador having been unaware that such misrepresentation was being made in his name and would be presented as part of the project he had endorsed;

WHEREAS, in light of those misrepresentations and in furtherance of the interests of the living Catcoin community, Ambassador desires to withdraw such endorsement from the said Solana project and to enter into this Agreement;

WHEREAS, forty percent (40%) of Network Fees are encoded at the protocol level of the Solana smart contract governing the OG Catcoin Commemorative Token to route automatically and perpetually to Ambassador's designated wallet address, such that Ambassador's receipt of his share requires no action by Team3 and is not contingent upon this Agreement or any obligation of Team3;

WHEREAS, Ambassador accordingly has no payment right to enforce against Team3 under this Agreement, all amounts due to him being secured by the smart contract itself, and the sole purpose of this Agreement is to record Ambassador's freely given, authenticated consent to the obligations he undertakes herein, and to establish a public record sufficient to defeat any future claim that Ambassador did not knowingly enter into this Agreement;

WHEREAS, Ambassador and Team3 acknowledge that their respective contributions to Catcoin

are complementary and mutually reinforcing: Ambassador provides the historical origin and creator identity that establishes the founding legitimacy of Catcoin, while the Catcoin community — through successive volunteer maintainers including Team3 and Core Team — provides twelve years of continuous use, active stewardship, and living network operation that independently establishes the community's rights in the Catcoin name; and whereas combining these complementary contributions produces the strongest possible foundation for formal trademark protection and community defense against opportunistic misuse;

WHEREAS, Ambassador's primary interest in entering this Agreement is the protection of his name, reputation, and legacy as creator, and not the assertion of control over the Catcoin brand, which Ambassador recognizes belongs to the community that kept it alive;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1 — DEFINITIONS**

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

"Ambassador Share" means forty percent (40%) of all Network Fees, automatically routed to Ambassador's designated wallet address at the protocol level by the Solana smart contract governing the applicable OG Catcoin Commemorative Token.

"Catcoin" means the original Scrypt-based cryptocurrency created and released by Ambassador in 2013, which continues to operate as a living, active network.

"Catcoin Core Team" means the voluntary stewardship and coordination team for Catcoin as constituted from time to time, hereinafter "Core Team."

"Network Fees" means all fees or other consideration arising from transfers of OG Catcoin Commemorative Tokens on the Solana network or, in the case of future tokens within scope, on any applicable base-layer blockchain network.

"OG Catcoin Commemorative Token" means any Solana-based digital token issued to commemorate the living Catcoin network that is within the scope of this Agreement, including the token existing as of the Effective Date and any future tokens brought within scope pursuant to Article 8.

"Team3 Share" means sixty percent (60%) of all Network Fees, automatically routed to Team3's designated wallet address at the protocol level.

## **ARTICLE 2 — ACKNOWLEDGMENT OF ORIGIN AND MUTUAL CONTRIBUTION**

2.1 The Parties formally acknowledge and agree that Ambassador, Carlos Pizarro (kr105), is the original creator and releaser of Catcoin, a Scrypt-based cryptocurrency first released on December 23, 2013.

2.2 The Parties further acknowledge that the Catcoin community — through successive volunteer maintainers, developers, and contributors, including but not limited to Team3 and Core Team — has maintained, operated, and developed the Catcoin network continuously since its release, and that this sustained stewardship is the foundation of Catcoin's ongoing existence.

2.3 Ambassador and Team3 recognize that their respective contributions are complementary: Ambassador's original creation establishes the origin and legitimacy of Catcoin, while the community's continuous use and stewardship establishes its living character and any rights arising from sustained use in commerce.

2.4 These acknowledgments are material terms of this Agreement and shall survive any termination, expiration, or revocation. No Party shall, at any time, publicly deny or misrepresent Ambassador's role as the original creator of Catcoin, nor the community's role as its sustained steward.

## **ARTICLE 3 — MUTUAL ACCOUNTABILITY**

3.1 The Parties acknowledge that the Ambassador Share and the Team3 Share are delivered automatically at the protocol level by the Solana smart contract or any future smart contract and are not payment obligations arising under this Agreement.

3.2 Both Parties acknowledge that failure to perform their respective obligations under this Agreement — whether in applying fees as committed or in faithfully representing the Catcoin brand — harms their standing and reputational capital within the Catcoin community. This Agreement creates no formal right of action between the Parties to compel performance, relying instead on the public nature of this Agreement and the reputational accountability that follows.

3.3 Both Parties undertake obligations under this Agreement and both Parties are accountable for their performance. Neither Party signs this Agreement merely to record consent — both Parties sign to commit.

## **ARTICLE 4 — PROTOCOL-LEVEL FEE ALLOCATION AND COMMUNITY COMMITMENT**

4.1 The Parties acknowledge and confirm that the allocation of Network Fees is not a payment obligation arising under this Agreement but is instead a protocol-level mechanism encoded directly into the Solana smart contract governing the OG Catcoin Commemorative Token:

(a) The Ambassador Share is automatically and perpetually routed to Ambassador's designated wallet address upon each applicable transaction, without any action required by either Party; and

(b) The Team3 Share is automatically and perpetually routed to Team3's designated wallet address upon each applicable transaction, without any action required by either Party.

4.2 Team3 commits to the Catcoin community, as a matter of public record, that the Team3 Share shall be applied with priority to: (i) the purchase of Catcoin on the open market; (ii)

funding past and ongoing bounty payments; (iii) funding future bounty obligations; and (iv) supplementing the existing allocation of twenty-one thousand (21,000) Catcoins designated for distribution to holders of OG Catcoin Commemorative Tokens. This commitment is a transparency obligation to the community and does not create any legally enforceable rights; failure to follow through would damage reputational capital only.

## **ARTICLE 5 — WITHDRAWAL OF PRIOR ENDORSEMENT**

5.1 Ambassador hereby irrevocably withdraws any and all prior endorsements, public statements of support, or expressions of affiliation with any Solana-based project that used the Catcoin name or brand, which endorsements were obtained under false pretenses as described in the Recitals.

5.2 Ambassador shall, at his election and in the manner and timing he deems appropriate, make reasonable public statements clarifying the withdrawal of such endorsement and the circumstances that led to it, including the nature of the misrepresentations made in his name without his knowledge.

5.3 Ambassador hereby commits, as part of serving as Brand Ambassador, not to publicly endorse any cryptocurrency, coin, or token that seeks to compete with Catcoin using its own name, or to publicly endorse or originate messaging that negatively portrays Catcoin in comparison to any competing cryptocurrency, coin, or token.

## **ARTICLE 6 — CONSIDERATION AND AMBASSADOR'S OBLIGATIONS**

6.1 The Parties expressly acknowledge that the Ambassador Share constitutes the sole and complete consideration flowing to Ambassador under this Agreement. Ambassador enters into this Agreement and accepts the obligations set forth herein in full knowledge that the Ambassador Share will be routed to his wallet automatically and perpetually, irrespective of his performance of those obligations.

6.2 In consideration of the Ambassador Share, Ambassador undertakes the Brand Ambassador obligations set forth in Article 9, the trademark cooperation obligations set forth in Article 7, and the communication obligations set forth in Article 11.

6.3 The Parties acknowledge and agree that the Ambassador Share, being routed automatically at the protocol level, is irrevocable upon receipt. No provision of this Agreement shall be construed to require Ambassador to return, forward, or otherwise surrender any portion of the Ambassador Share previously received, regardless of the status of this Agreement or Ambassador's performance of his obligations hereunder.

6.4 For the avoidance of doubt, termination, expiration, or revocation of this Agreement shall have no effect on any Ambassador Share already received by Ambassador prior to or after the effective date of such termination, expiration, or revocation.

## **ARTICLE 7 — TRADEMARK COOPERATION AND LIMITED POWER OF ATTORNEY**

7.1 Ambassador agrees to cooperate in good faith with reasonable efforts to obtain formal trademark registration for the Catcoin name and brand, including executing such documents and taking such steps as may reasonably be required to support any application.

7.2 Any registered trademark shall be held by a foundation or nonprofit entity established for the sole purpose of protecting the Catcoin community's intellectual property interests. Such entity shall not operate for the benefit of any individual or group other than for the benefit of the Catcoin community as a whole, in the form of protecting and reserving intellectual property usage to what is proper and beneficial for the community. The legal structure and governance of this entity shall require the unanimous agreement of Ambassador (if available), the current head of Team3, and the current head of Core Team.

7.3 Ambassador hereby grants a limited durable power of attorney to Core Team, acting jointly with Team3, for the sole purpose of trademark filing, prosecution, maintenance, and any related administrative action necessary to obtain and preserve trademark registration for the Catcoin name and brand. This power of attorney: (a) is strictly limited to Catcoin trademark matters and confers no authority to bind Ambassador in any other matter; (b) shall only be exercised after both of the following conditions are met: (i) the foundation or nonprofit entity described in Section 7.2 has been formally constituted; and (ii) Ambassador has failed to respond substantively within one hundred and eighty (180) calendar days of written notice sent to all contact addresses known to Core Team and Team3; (c) is durable and shall survive Ambassador's subsequent unavailability or incapacity; and (d) is granted freely and with full understanding of its scope and durable character.

7.4 No trademark filing shall be made without Ambassador's prior written consent. Silence or failure to respond shall not constitute consent, except where the power of attorney granted in Section 7.3 has been validly activated.

7.5 This Article confers no authority beyond what is expressly stated herein. The power of attorney granted in Section 7.3 shall not be used to incur financial obligations on Ambassador's behalf or to act in his name for any purpose other than obtaining and preserving trademark protection for Catcoin.

## **ARTICLE 8 — OG CATCOIN COMMEMORATIVE TOKENS AND FUTURE TOKENS**

8.1 Ambassador agrees to exercise reasonable flexibility with respect to the naming and branding of any OG Catcoin Commemorative Tokens. The Parties acknowledge and agree that such tokens shall be framed and represented as commemorating the living, active Catcoin network — and not as replacing, superseding, or relaunching it.

8.2 In the event the Parties mutually agree to release a further token or similar digital asset on any blockchain network using the Catcoin name or brand, the fee allocation for such token shall maintain the same ratio established in this Agreement: sixty percent (60%) to Team3 and forty percent (40%) to Ambassador. The specific terms governing Ambassador's role, obligations, and any additional conditions with respect to such token shall be established by a separate written addendum signed by all Parties. No obligation of Ambassador under this Agreement shall automatically extend to any future token without such addendum.

## **ARTICLE 9 — BRAND AMBASSADOR ROLE**

9.1 Ambassador agrees to serve as Brand Ambassador for Catcoin for so long as this Agreement remains in effect.

9.2 The scope, standards, and parameters of the Brand Ambassador role shall be jointly defined by Team3, Core Team, and Ambassador. No modification to such definition shall be effective unless agreed upon unanimously by all parties as defined above.

9.3 Ambassador agrees to act in good faith and consistently with the jointly agreed definition of his role as Brand Ambassador.

## **ARTICLE 10 — VOLUNTARY PARTICIPATION**

10.1 Nothing in this Agreement shall obligate Ambassador to actively participate in, donate to, or otherwise contribute resources to Catcoin activities beyond his Brand Ambassador obligations under Article 9. Ambassador may choose, at his sole discretion, whether and to what extent to participate or donate.

10.2 Where Ambassador does choose to participate or make contributions in connection with Catcoin, he agrees to represent such actions publicly as undertaken in his capacity as Brand Ambassador.

## **ARTICLE 11 — UNITED FRONT AND DISPUTE COMMUNICATIONS**

11.1 As Brand Ambassador, Ambassador agrees, in the event of any public dispute or controversy relating to Catcoin, to cooperate in good faith in the preparation and delivery of public statements intended to resolve or manage such disputes, and to present a unified position on behalf of the Catcoin project (a "United Front").

11.2 The substance of any United Front communication shall be jointly defined by Team3 and Core Team. In the event of disagreement between Team3 and Core Team, the position of Core Team shall be deemed official unless Ambassador affirmatively and strongly supports the Team3 position, in which case Ambassador may, at his election:

(a) Abstain from making any public statement on the matter; or

(b) Comment publicly in a personal capacity, while expressly acknowledging Core Team's position as the official stance of the Catcoin project.

## **ARTICLE 12 — PUBLIC AGREEMENT AND REPUTATIONAL ACCOUNTABILITY**

12.1 The Parties expressly intend and agree that this Agreement shall be made publicly available. The Parties acknowledge that this public character is a material term of the Agreement and is intended to create reputational accountability for compliance.

12.2 Any Party that materially breaches this Agreement does so with full knowledge that such breach will be observable by the Catcoin community and the general public, and accepts that reputational consequences may follow.

## **ARTICLE 13 — COMMUNITY ETHOS AND ARCHITECTURE**

13.1 Ambassador understands, acknowledges, and supports the foundational ethos of Catcoin, which is modelled on the spirit of the original Bitcoin community circa 2011: a fully volunteer-driven, donor-supported, decentralized project with no central corporate authority.

13.2 Core Team performs a coordination and stewardship function only as it pertains to the Catcoin network specifications and branding, but otherwise does not involve itself or interfere with independent working groups. Any person or group may form an independent working group to coordinate with Core Team. Team3 is acknowledged as currently the largest such independent working group, though this status does not confer any formal authority or exclusivity.

13.3 This community architecture is intended to provide maximum organizational flexibility while maintaining brand cohesion, and Ambassador's role as Brand Ambassador shall be interpreted consistently with this structure.

## **ARTICLE 14 — TERM AND TERMINATION**

14.1 This Agreement shall remain in effect indefinitely unless terminated by either Party by providing sixty (60) calendar days' written notice to the other Party.

14.2 Upon termination, the following provisions shall survive: the acknowledgment of Ambassador's authorship (Article 2), the irrevocability of any Ambassador Share previously received (Article 6.3 and 6.4), and any trademark registration already obtained, which shall continue to be held in trust for the community as described in Article 7.

14.3 Termination of this Agreement shall not affect any rights or obligations that by their nature are intended to survive, including the community's right to use any trademark registered during the term of this Agreement under the governance structure established in Article 7.

14.4 Owing to the inherent permanence of Solana payments of shares of fees to addresses specified at creation of a token, even after termination, the Parties would inherently continue to receive their respective share of fees. The manner in which they handle this scenario is purely a matter of reputational capital with the Catcoin community and the world and does not create any cause of legal action.

## **ARTICLE 15 — GENERAL PROVISIONS**

15.1 Governing Law and Dispute Resolution. This Agreement has been carefully drafted to rely on reputational accountability rather than legal enforcement. To the extent the Parties wish to retain reputational capital by voluntarily and with mutual agreement submitting their disagreements to mediation or arbitration, or to the extent any cause of action is found to exist despite intentional removal of such causes, any such process shall be interpreted in accordance with principles of international commercial contract law, including, where applicable, the UNIDROIT Principles of International Commercial Contracts. In the event of a dispute, the Parties shall first attempt resolution through good faith negotiation. If unresolved within thirty (30) days, the Parties may agree to non-binding mediation before pursuing any other remedy. Notwithstanding the foregoing, either Party may pursue legal or arbitral process for the sole and limited purpose of establishing that the other Party did in fact execute this Agreement, in the event of a direct repudiation of having signed.

15.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior understandings, representations, and agreements, whether written or oral.

15.3 Amendment. This Agreement may not be modified except by a written instrument signed by both Parties.

15.4 Severability. If any provision of this Agreement is found invalid or inapplicable under applicable law, the remaining provisions shall continue in full force and effect as expressions of the Parties' mutual commitments and community obligations.

15.5 Waiver. No failure or delay by a Party to assert any right or expectation under this Agreement shall constitute a waiver of that right or expectation.

15.6 Counterparts and Electronic Execution. This Agreement may be executed in counterparts, including by electronic signature, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

15.7 Language. This Agreement is drafted in the English language. In the event of any translation, the English text shall prevail.

15.8 Relationship of Parties. Nothing herein shall be construed to create a partnership, joint venture, employment relationship, or any agency relationship between the Parties.

## **ARTICLE 16 — EXECUTION AND AUTHENTICATION**

16.1 The final version of this Agreement shall be exported as a PDF document. The SHA-256 cryptographic hash of that PDF shall serve as the unique and immutable identifier of the executed Agreement.

16.2 Both Parties shall execute this Agreement by signing the SHA-256 hash of the PDF with a GPG key published to a public keyserver (such as keys.openpgp.org) prior to or on the Effective

Date. Both Parties sign under equal conditions. Electronic signatures by GPG shall be deemed valid and binding.

16.3 Ambassador shall publish a signed statement from his verified GitHub account ([github.com/kr105](https://github.com/kr105)) confirming his GPG key fingerprint and the SHA-256 hash of this Agreement, establishing the verifiable chain from the original Catcoin repository ([github.com/kr105-zz/catcoin](https://github.com/kr105-zz/catcoin)) to the signatory of this Agreement.

16.4 Upon execution, the following companion artifacts shall be generated and published alongside the PDF of this Agreement as a permanent and publicly verifiable record: (a) the SHA-256 cryptographic hash of the PDF; (b) both Parties' GPG signatures of that hash; and (c) Ambassador's GitHub verification statement. These artifacts are external to and derived from the executed document.

16.5 Each Party shall provide a valid email address as its designated contact for all written communications under this Agreement.

## SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMBASSADOR:

**Known as:** Carlos Pizarro (kr105)

**Email:** kr105@kr105.com

**GPG Key Fingerprint:** FC6FB9A0B8564EA26190AE8CDDA8A83567C1D234

**Date:** February 21, 2026

TEAM3:

**Known as:** etblvu1

**Email:** catcoin2013@proton.me

**GPG Key Fingerprint:** C80CF14811914FEC116CEB6BAC9BD9CF26E4011A

**Date:** February 21, 2026