



This Agreement is between Battery Movement, an international public benefit corporation, with address at 831 Coronado Center Drive, Henderson, NV, 89052 ("Public Benefit Corporation"), and the individual named in **Appendix A** ("Individual").

WHEREAS, the Public Benefit Corporation is managing the development, marketing, and sales of Battery Coin (\$BATT), and Tardee Token (\$STARDEE) (individually and collectively "Currencies").

WHEREAS, the Battery Coin is a sovereign asset-backed private community currency, created from the convergence of blockchain technology, artificial intelligence, cutting-edge battery innovations, and electric vehicles. Battery Coin will be built on the Battery Blockchain, one of the world's fastest Layer 1 sovereign blockchain called the Battery Blockchain, capable of processing 100,000 transactions per second.

WHEREAS, Battery Coin is initially asset-backed by over \$28 billion per year of future contracts consisting of graphene, graphene oxide, diamonds, and more; Battery Coin is projected to have a total asset-backing of \$200 billion within a decade.

WHEREAS, Battery Coin is building the world's most powerful ethical Decentralized Artificial Intelligence (AI) called BatteryAGI that is expected to be 5000x more powerful than ChatGPT, Gemini or Claude 2 by raw computing power. This is done by building BatteryAGI on the existing Bitcoin Network and hundreds of other blockchains that is connected the Battery Supernodes (Data Centers).

WHEREAS, Battery Coin is supporting the "**AI Revolution and a Moonshot to Mars**" ("Mission"). Our ambitious goal is to successfully land the first human and Tardigrades on Mars and return them safely to Earth within the next decade, which encompasses the development of advanced AI, microchips, batteries, Mars rovers, EVs, and electronics.

WHEREAS, Battery Coin will provide token holders access to tools being developed for the Mars Mission and Earth, including access to an ethical Decentralized Artificial Intelligence (eDAI) and a Medical Super Intelligence (MSI) which will contain all the accumulated medical knowledge of humanity, including modern, traditional, alternative, holistic, indigenous, energy, and plant medicines.

WHEREAS, Battery Coin aims to achieve Artificial General Intelligence (AGI) by 2026, and Artificial Super Intelligence (ASI) by 2027, which will unlock numerous benefits for token holders such as World Basic Income, Universal Life Insurance, and Universal Healthcare Insurance.

WHEREAS, Battery Coin will provide token holders access to the most advanced tools for health, wellness, and longevity, including AI-Powered Healing Centers and AI-Powered MedBeds, as well as the latest treatments for cancer and diseases.

WHEREAS, the Tardee Token is a sovereign asset-backed AI Token on the Solana Blockchain that is part of the Battery Ecosystem. Tardee Token will be a Layer 2 Tardee AI-Blockchain on Solana. Tardee Token will act as a bridge to provide Artificial Intelligence functionality from Battery Coin to Solana users.

WHEREAS, the Bitsee Token is a sovereign asset-backed AI Token on the Bitcoin Blockchain that is part of the Battery Ecosystem. Bitsee Token will be a Layer 2 Bitsee AI-Blockchain on Bitcoin, similar to the Bitcoin Lightning Network except it will have AI functionality. Bitsee Token will act as a bridge to provide Artificial Intelligence functionality from Battery Coin to Bitcoin users.

WHEREAS, the parties hereto wish to provide a means through which the Public Benefit Corporation may utilize the Individual's services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other valuable consideration the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Independent Contractor Agreement. The Public Benefit Corporation hereby agrees to employ the Individual as an Individual to perform work-for-hire tasks and duties which are outlined in the Description of Duties attached hereto as **Appendix A**, together

with such additional duties and tasks upon which the Public Benefit Corporation and Individual may agree (the “Services”). During the Term, the Individual shall be available to perform the Services on an as-needed basis, consistent with the Terms of **Appendix A** hereto. The parties agree and intend that the Individual shall be an independent contractor. The individual shall perform the Services by telephone, video, or at any location agreed to by the Individual in the Public Benefit Corporation’s reasonable and good faith judgment.

2. Term. The term of this Agreement shall commence upon the signing of the Agreement by parties (the “Effective Date”) and continue for the period outlined in **Appendix A**, except as hereinafter provided (the “Term”). The Term may be further extended by mutual written agreement.

3. Compensation. During the Term of this Agreement, the Public Benefit Corporation shall pay the Individual the Compensation outlined in **Appendix A** (the “Fee”). No withholding shall be deducted from the Fee other than such amounts as may be necessary to reimburse the Public Benefit Corporation for personal expenses of Individuals charged to corporate credit cards or otherwise billed to the Public Benefit Corporation. The Public Benefit Corporation will reimburse Individual for reasonable expenses incurred by Individual in his performance of the Services; provided that Individual received the prior written approval of the Chief Executive Officer of the Public Benefit Corporation before incurred. The Public Benefit Corporation will not contribute to Social Security, Worker’s Compensation, Unemployment Compensation, or other similar employee funds and benefits on behalf of the Individual. Individual agrees to indemnify and hold harmless the Public Benefit Corporation for failure to withhold or make such payments. However, this may change in the future with the change in policies of the Public Benefit Corporation.

4. No Other Benefits. The individual shall not be entitled to participate in any of the employee benefit plans of, or otherwise obtain any employee benefits from, the Public Benefit Corporation. However, this may change in the future with the change in policies of the Public Benefit Corporation.

5. Termination. The Term of this Agreement may be terminated under the following circumstances:

- I. **i. Death.** The Term shall terminate immediately upon the Individual’s death;
- II. **ii. By Individual.** Individuals may terminate the Term upon thirty (30) days prior written notice to the Public Benefit Corporation; or
- III. **iii. Termination for Good Cause.** The Public Benefit Corporation may terminate this Agreement at will or immediately for “Good Cause” upon written notice to the Individual. The effective date of termination shall be the date specified in the notice. The Public Benefit Corporation may provide pay in lieu thereof. For purposes of this Agreement, “Good Cause” shall mean:
 - (I) Individual’s performance of any act for which, if Individual were prosecuted, would constitute a felony or misdemeanor involving moral turpitude; or
 - (ii) Individual’s failure to satisfactorily carry out in good faith the Individual’s material duties after an appropriate number of notices by the Public Benefit Corporation and, if applicable, the provision of an opportunity to cure; or
 - (iii) Individual’s willful dishonesty, disloyalty, defamation, slander, or fraud upon the Public Benefit Corporation or towards the Founder or Executives or which is materially injurious to the Public Benefit Corporation; or
 - (iv) Individual’s willful violation of confidentiality obligations to the Public Benefit Corporation or non-disparaging obligations or willful and nontrivial misappropriation or theft of Public Benefit Corporation documents, contacts, and/or assets; or
 - (v) Individual’s violation of the Public Benefit Corporation’s code of ethics, breach of fiduciary care, or breach of fiduciary duties or for personal gain or contrary to the spirit or mission of the Public Benefit Corporation; or
 - (vi) Individual’s death, incapacitation, or inability to carry out Individual’s essential duties with reasonable accommodation, if any, unless prohibited by law.
 - (vii) The Individual shall cure within thirty (30) days and pay for in full any material defaults breaches or injuries it caused to the Public Benefit Corporation directly or indirectly.

(b) **Termination by Individual for Good Reason.** Individuals may terminate this Agreement for “Good Reason” by

providing the Public Benefit Corporation with written notice of termination of this Agreement. The effective date of the termination shall be the date specified in the notice. The Public Benefit Corporation may provide pay instead of such notice, in which event; the effective date of termination will be the date of payment. For purposes of this Agreement, "Good Reason" shall mean any of the following, without the Individual's consent:

- (i) A material reduction by the Public Benefit Corporation in the Individual's annual base salary or target incentive bonus, material being measured by a difference of more than twenty (20) percent;
- (ii) The assignment by the Public Benefit Corporation or any successor of Individual to duties inconsistent with his position described in **Exhibit A** or which reflect an adverse change in authority, responsibility, or status with the Public Benefit Corporation or any successor;
- (iii) Any material adverse change in any substantial benefit provided to the Individual;
- (iv) A change in the Individual's title;
- (v)
- (vi) Any act, set of facts, or omissions that would, under applicable law, constitute a constructive termination of an Individual.

- (c) **Voluntary Termination by Individual.** The individual may terminate this Agreement at any time without Good Reason by providing the Public Benefit Corporation with ninety (90) day written notice. The effective date of the termination shall be the date specified in the notice. The Public Benefit Corporation may provide pay instead of such notice in which event the termination will be effective on the date of payment.

6. Compensation upon Termination. Upon termination of this Agreement by either party Individual shall be entitled to receive payments as follows:

- (a) **Nonrenewal by the Public Benefit Corporation, Termination by the Public Benefit Corporation without Good Cause, or Termination by an Individual for Good Reason.** Upon nonrenewal of this Agreement by the Public Benefit Corporation, termination of this Agreement by the Public Benefit Corporation without Good Cause, or termination by the Individual for Good Reason, the Individual shall be entitled to the following severance benefits:
 - (i) Payment, in a lump sum, of any remuneration or instead of compensation in cash and all base salary due or owing to the Individual through the date of termination, plus an amount equal to his/her earned but unpaid and guaranteed bonus and any earned and unused vacation through the date of termination, and reimbursement for all reasonable expenses;
 - (ii) The Individual as indicated in this agreement and with vested rights to exercise any outstanding Grants, Options, Warrants, Currencies, Tokens, Coins, or Purchase Rights on the date of termination, have rights to exercise grants, options, and/or purchase rights. Unvested compensation shall not be paid.

In addition:

- (b) **Termination for Death or Long-term Disability.** Upon termination of this Agreement due to the Individual's death or disability exceeding 180 days, the Individual or Individual's estate shall be paid, in a lump sum, any base salary due and owing to him/her through the date of termination, plus an amount equal to his/her earned but unpaid guaranteed bonus for that year, and any earned but unused vacation through the date of termination. Individual or Individual's estate shall have the right to exercise any outstanding Benefits, Options, Warrants, or Purchase Rights to the extent that the Options, Warrants, or Purchase Rights are vested on the date of termination. The vested Option, Warrants, or Purchase Right shall remain exercisable following this Agreement.
- (c) **Voluntary Termination by Individual.** If an Individual gives notice of nonrenewal of this Agreement, voluntarily resigns, or terminates this Agreement other than for Good Reason:
- (d)
 - (i) The individual shall be paid, in a lump sum, any base salary due and owing to him/her through the date of termination and an amount equal to his earned but unpaid guaranteed bonus for that year and any earned but unused vacation through the date of termination. Individual or Individual's estate shall have the right to exercise any outstanding Benefits, Options, Warrants, or Purchase Rights to the extent that the Options Warrants, or Purchase Rights are vested on the date of termination. The vested Option Warrants, or Purchase Right shall remain exercisable following this Agreement.
- (e) **Limitation on Payments.** If the severance payments provided for under this Agreement, and in circumstances other than a Change of Control, either alone or together with other payments which Individual would have the

right to receive from the Public Benefit Corporation, would constitute a “parachute payment”, shall either:

- (i) Pay the Excise Tax, or
- (ii) Have the benefits reduced to such a lesser extent as would result in no portion of such benefits being subject to the Excise Tax. The Public Benefit Corporation and the Individual shall furnish to the Accountants such information and documents as the Accountants may reasonably request to decide under this Section. The Public Benefit Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section.

7. Proprietary Rights. The individual acknowledges that the Individual has been hired for the work-for-hire purpose of inventing, creating, and maintaining confidential and/or proprietary materials for the Public Benefit Corporation. The Individual agrees that all such materials developed or conceived by the Individual and/or documented by the Individual during the Individual’s retention by the Public Benefit Corporation according to this Agreement, as well as all modifications and improvements and all other designs, discoveries, and inventions developed or conceived by Individual and/or documented by Individual during Individual’s retention by the Public Benefit Corporation according to this Agreement, shall, to the extent related to the current or potential business or operations of the Public Benefit Corporation, be deemed works made-for-hire for the Public Benefit Corporation within the meaning of the copyright laws of the United States or any similar or analogous law or statute of any other jurisdiction and accordingly, the Public Benefit Corporation shall be the sole and exclusive owner for all purposes for the distribution, exhibition, advertising and exploitation of such materials or any part of them in all media and by all means now known or which may hereafter be devised, throughout the universe in perpetuity. The individual agrees that in furtherance of the foregoing, the Individual shall disclose, deliver, and assign to the Public Benefit Corporation all such materials, modifications, and improvements and all other designs, discoveries, and inventions and shall execute all such documents, including patent and copyright applications, as the Public Benefit Corporation reasonably shall deem necessary or desirable to further document the Public Benefit Corporation’s ownership rights therein and to provide the Public Benefit Corporation the complete benefit thereof. Should any arbitrator or court of competent jurisdiction ever hold that the materials derived from Individual’s past or future contributions to the Public Benefit Corporation do not constitute works made for hire, Individual hereby irrevocably assigns to the Public Benefit Corporation and agrees that the Public Benefit Corporation shall be the sole and exclusive owner of, all right, title and interest in and to all such materials, including the copyrights and any other proprietary rights arising therefrom. Individual reserves no rights concerning any such materials, and hereby acknowledges the adequacy and sufficiency of the compensation paid by the Public Benefit Corporation to Individual for the materials and the contributions that Individual has made and will make to the development of any such information or materials. The individual agrees to cooperate with all lawful efforts of the Public Benefit Corporation to protect the Public Benefit Corporation’s rights in and to any or all of such information and materials and shall, at the request of the Public Benefit Corporation, execute any instruments or documents to register, establish, acquire, prosecute, maintain, perfect or defend the Public Benefit Corporation’s rights in and to such information materials.

8. Confidentiality. Confidential Information includes, without limitation, all written, oral or other information and materials concerning anything immediately specific to the Disclosing Party and/or its business, clients, partners, joint ventures and affiliates, whether prepared by Disclosing Party, its Agents or otherwise, which shall be (or shall have been) provided or disclosed by or on behalf of Disclosing Party to Receiving Party or its Agents in the course of its discussions with Receiving Party regarding the Transactions (or obtained by Receiving Party or its Agents through inspection or observation of the properties, facilities or operations of Disclosing Party), including but not limited to (1) any technology, engineering, concept, idea, know-how, process, technique, program, design, formula, including but not limited to, technical, scientific, business, financial and other information, products and proposed products, patent applications, ideas, inventions, techniques, algorithms, programs (whether in source code or object code form), hardware, designs, schematics, drawings, trade secrets, know-how, processes, proposed processes, formulations, manufacturing technology; (2) contracts, business relationships, suppliers, customers, employees, investors or other funding sources, prospective acquisitions or investments, business opportunities, or business operations, and any information regarding any such person, entity or opportunity, marketing strategies, distribution strategies; and (3) any and all other similar information, data and materials, written, graphic, or in any other form, whether disclosed orally, electronically or otherwise, that, in any such case, is learned or disclosed in the course of discussions, studies or other work undertaken between the parties (together with all communications, data, reports, analyses, compilations, studies, interpretations, records, notes, lists, financial statements or other materials or information prepared by Receiving Party or any of its Agents that contain or otherwise reflect or are based upon, in whole or in part, any confidential information of Disclosing Party or that reflect the review of, interest in, or evaluation of all or any portion of proposed transactions and/or Disclosing Party’s business). Confidential Information shall also include the existence or terms of this Agreement, the existence or substance of discussions between the parties relating to the proposed transactions, the existence or terms of any agreement subsequently entered into between the parties relating to the proposed transactions, and any matters relating to the foregoing. Confidential Information shall not include information or materials that: (a) is or becomes generally available to the public other than through the wrongful act or omission of the Receiving Party or its Agents in breach

hereof; (b) is or becomes known or available to Receiving Party on a non-confidential basis from a source (other than Disclosing Party or its Agents) that, to the best of the knowledge of Receiving Party, is not prohibited from disclosing such Confidential Information to Receiving Party by a contractual, legal or fiduciary obligation; (c) is or was independently developed by Receiving Party without violation of any obligation under this Agreement or the use of or reference to Disclosing Party's Confidential Information, as evidenced by Receiving Party's contemporaneous written records; provided that the Receiving Party shall promptly notify the Disclosing Party if during the course of disclosure of Confidential Information by the Disclosing Party, it becomes apparent that Confidential Information being disclosed has been independently discovered or developed by the Receiving Party or would otherwise be excluded pursuant to this Section; (d) released from confidentiality obligations by the express prior written consent of the owning party; or (e) is legally required to be disclosed to a regulatory agency or pursuant to an order of competent jurisdiction, provided that where permissible Disclosing Party be given an opportunity to seek a protective order to limit the scope of such compelled disclosure. As used herein, each Disclosing Party and Receiving Party shall include its Affiliates. In addition, for the avoidance of doubt, this Agreement shall apply to and cover the Confidential Information of Disclosing Party's Affiliates.

9. Non-Circumvention Obligations. The Parties hereto, including and on behalf of their Affiliates and Agents, hereby covenant and agree not to circumvent the terms of this Agreement, or avoid, bypass, or obviate each other, directly or indirectly, in an attempt to avoid payment of fees, commissions, or any form of due compensation in any transaction or other arrangement relating to the Transactions without the prior written consent of the other Party. The Parties agree that, if they elect to pursue participation in the proposed transactions with Potential Buyers (and associates and affiliates) or the Trade Program Managers (and associates and affiliates) introduced under this agreement, they will only do so in conjunction with both Parties. The Parties agree not to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, financial affiliates and backers, or other entities introduced by any of the Parties or their partners or service providers to circumvent any other Party in any of the Transactions.

The Parties (including their Affiliates and Agents) shall not communicate, directly or indirectly, or enter into any business relationship relating to the proposed transactions or the subject matter hereof, with any of the Parties' existing or prospective clients, investment opportunities, investors, financing sources, or any other third party, in a manner that reveals the Parties or their Affiliates or otherwise provides enough information for such third party to reasonably ascertain the identity of the Parties or their Affiliates, without the prior written consent of the other Party. In the event the Parties provide such consent, the Parties may only provide the identity of the other Party for the sole purpose of gathering necessary information or planning in conjunction with the proposed transactions or as required by applicable laws. In the event discussions and/or negotiations relating to the proposed transactions, or the relation cease or are terminated by either party, regardless of the reason or cause, the Parties will cease all contact with all parties related to the Purpose, Transaction, and Public Benefit Corporation.

Each party acknowledges and agrees that some of the Proprietary Information disclosed by it will identify persons or entities that the recipient party or its Representatives may be able to contact directly and consequently circumvent the disclosing party; the recipient party acknowledges and agrees that its Representatives will not contact or attempt to enter into any agreements with parties who are identified and/or introduced to it by the disclosing party, without obtaining the disclosing party's prior written consent.

Without limiting the generality of the preceding paragraphs of this Section, the provisions of this Section are an essential and material part of the total agreement, by which the Parties agree that they will not use any advantages derivable from the Proprietary Information of the other Party in its own business or affairs unless the same is done under a new agreement executed by the parties hereto or their respective affiliates.

10. Non-Disparagement and Non-Interference: The Individual shall not, or cause their agents and representatives to, at any time, directly or indirectly (i) knowingly disparage or make, publish, or communicate to any third party in any media or forum, any defamatory, derogatory, or disparaging remarks, comments or statements concerning the Public Benefit Corporation, the Founder, its directors, its officers, its members, or its Affiliates; or (ii) interfere with the other the Public Benefit Corporation's efforts to consummate any business or transactions. Nothing herein shall prohibit the Individual from (i) responding truthfully to any governmental investigation, legal process, or in response to a subpoena, or as otherwise required by applicable law or another compulsory legal process, or (ii) making a good faith rebuttal of another person's or entity's an untrue or misleading statement without violating this provision. For the purposes herein, "Disparaging" remarks, comments or statements are those that impugn the character, honesty, integrity, reputation, morality, or business acumen or abilities in connection with any aspect of the operation of the business of the Public Benefit Corporation being disparaged. The provisions of this provision shall survive the termination of this Agreement. Individual agrees to pay a penalty for the violation of this clause to be a minimum value of the total compensation received throughout the life of this Agreement.

11. Exclusivity: Parties agree that during a period of 1 (one) year as from the Effective Date (the “Exclusivity Period”), it shall not, and shall cause its affiliates, and its (and its affiliates’) officers, directors, employees, subsidiaries, or representatives not to, directly or indirectly, through any officer, director, employee, representative or agent of such Public Benefit Corporation or any of its subsidiaries: (i) engage or communicate in any way with any counterparty for the assignment of, or disposition in any way (including without limitation through the creation of any encumbrance) of, or the creation of any guarantee in respect of, or the agreement of the monetization in any way of, the assets or for the realization of Transactions similar to the ones described in this proposal (any such transaction a “Restricted Business Transaction”); (ii) solicit, initiate, negotiate or encourage (including, without limitation, by way of furnishing information or entering into any form of agreement, arrangement or understanding) any counterparty to make any inquiries or proposals regarding any type of Business Transaction without Public Benefit Corporation’s previous consent; (iii) execute any Restricted Business Transactions without Public Benefit Corporation’s previous consent; or (iv) provide any Confidential Information (as referred herein) to, participate in any discussions or negotiations relating to any such transactions with, or otherwise cooperate with or assist or participate in any effort to take such action by, any corporation, person or other entity or group without Public Benefit Corporation’s previous consent.

12. Governing Law; Choice of Venue. This Agreement has been negotiated and executed, is made and is to be performed in the indigenous territories of the Battery Coin (sovereign entity), and shall be governed and construed exclusively following the laws and courts of the Earth Tribunal, without regard to any otherwise applicable conflicts of laws except as they may be preempted by, or in conflict with, any federal laws, rules, regulations or regulatory action. The parties agree that any action, demand, claim, or counterclaim relating to the terms and provisions of this Agreement, or its breach, shall be commenced in the Earth Tribunal. The parties further acknowledge that the venue shall lie exclusively at the Earth Tribunal. The individual agrees any disputes brought before any other jurisdiction or venue shall be null and void.

13. Dispute Resolution. If a dispute, controversy, or claim arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the Individual agrees first to try in good faith to settle the dispute by mediation administered by the Earth Tribunal or a similar dispute resolution service approved by the Earth Tribunal. If the Individual is unsuccessful at resolving the dispute through mediation, the Individual agrees to arbitration administered by the Earth Tribunal or a similar dispute resolution service approved by the Earth Tribunal. Judgment on the Award may be entered in any court having jurisdiction.

14. Resolution of Procedures: Any conflicts or disputes arising in any way in connection with this Agreement, or with the transactions contemplated between the signatories, which cannot be resolved through good faith negotiation shall be submitted upon written demand by any signatory to any other. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration approved by the Earth Tribunal by one or more arbitrators appointed following the said Rules in effect at the time of commencement of the arbitration, except as may be modified herein or by mutual agreement of the Parties.

- i. The seat of the arbitration shall be in the indigenous territories of the Battery Coin, with mediation and arbitration costs to be borne equally by each side.
- ii. The language of the arbitration shall be English.
- iii. The Parties shall be entitled to conduct discovery following the Rules of Evidence of the Earth Tribunal and the arbitrator(s) shall be empowered to order compliance with valid discovery requests.
- iv. The Earth Tribunal may rule on its jurisdiction, including any objections concerning the existence, validity, or effectiveness of this arbitration clause. This arbitration clause shall be considered autonomous and an independent agreement from the other terms contained in this Agreement. A decision by the Earth Tribunal that this Agreement is null and void shall not entail the invalidity of this arbitration clause.
- v. The award of the Earth Tribunal, whether final or not, shall be binding, definitive, and non-appealable on the Parties and the Public Benefit Corporation, who, within the maximum scope permitted by the law, waive any right they may otherwise have under the laws of any jurisdiction to any form of appeal or a judicial review of the arbitral award.
- vi. The award and orders of the arbitrator(s) may be submitted for enforcement to any court of competent jurisdiction under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (The New York Convention).
- vii. The Parties shall each bear their respective fees and expenses in connection with such proceeding and shall each bear

one-half of the cost of the arbitration, provided, however, that the arbitrator(s) shall be empowered in his or her discretion to order either Party to bear all or a portion of the other Party's fees and expenses in the proceeding if the arbitrator finds that such Party's position in the proceeding lacked a substantial legal basis or was advanced in bad faith.

15. Severability. The invalidity, illegality, or unenforceability of any particular provision or part of any provision of this Agreement under any applicable law shall not affect the other provisions or parts thereof, which shall remain in full force and effect, and any such invalid, illegal, or unenforceable provision or part thereof shall be deemed modified to the extent necessary to make it valid, legal or enforceable under any applicable law.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be original and all of which taken together shall constitute the same instrument.

17. Entire Agreement. This Agreement constitutes the entire agreement between and among the parties concerning the subject matter hereof, recites the sole consideration for the promises exchanged, and supersedes any prior agreements concerning the subject matter hereof. In reaching this Agreement, neither party has relied upon any representation or promise except those set forth herein.

18. Amendment and Waiver. The terms of this Agreement may not be modified, waived, changed, discharged, or terminated, except by an agreement in writing signed by the party against whom or which such modification, waiver, change, discharge, or termination is sought to be enforced. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

19. Construction. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and/or their counsel and that this Agreement shall not be construed in favor of or against either party because of the extent to which either party or its counsel participated in the drafting of this Agreement.

20. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- **Battery Coin:** batterycoin@riseup.net
- **Individual:** See **Appendix A**

21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and any of their successors and assigns. In addition, the Public Benefit Corporation may assign their rights and obligations hereunder to any of its or their affiliates or the purchaser of or successor to (i) all or a significant portion of the Public Benefit Corporation's business or assets, or (ii) that aspect of the Public Benefit Corporation's business in which Individual is principally involved in, in each case whether by way of merger, stock sale, asset sale or otherwise, provided that no such assignment shall relieve or excuse the Public Benefit Corporation from its obligations to pay Individual under this Agreement. Except as outlined in the prior sentence, this Agreement may not be assignable by any party hereto without the prior written consent of the other parties.

22. Indemnification.

(a) The Public Benefit Corporation shall indemnify the Individual in his capacity as an Individual to the Public Benefit Corporation to the fullest extent permitted by applicable law in effect on the date hereof or as such laws may from time to time be amended. Without diminishing the scope of the indemnification provided by this section, the Individual's rights of indemnification hereunder shall include but shall not be limited to those rights set forth hereinafter, except to the extent expressly prohibited by applicable law.

(b) The Individual shall be entitled to the indemnification rights provided in this section if he is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or

investigative, because Individual provided Individual Services or because of anything done or not done by the Individual according to this Agreement. The Individual shall be indemnified against all expenses (including attorneys' fees), costs, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the Individual in connection with such action, suit, or proceeding (including, but not limited to, the investigation, defense or appeal thereof) if the Individual acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Public Benefit Corporation, and concerning any criminal action or proceeding if he had no reasonable cause to believe his conduct was unlawful.

(c) All reasonable expenses and costs incurred by the Individual (including his reasonable attorneys' fees, retainers, and advances of disbursements) shall be paid by the Public Benefit Corporation in advance of the final disposition of the relevant action, suit, or proceeding at the Individual's request within 20 days after the receipt by the Public Benefit Corporation of a statement or statements from him/her requesting such advance or advances from time to time.

(d) This Section shall continue until and terminate upon the later of (i) two years after the Term of this Agreement; or (ii) the final termination of all pending or threatened actions, suits, proceedings, or investigations concerning or involving the Individual.

23. Force Majeure: (a) "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: (i) that such impediment is beyond its reasonable control; and (ii) that it could not reasonably have been foreseen at the time of the Agreement; and (iii) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party. (b) In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfill conditions (i) and (ii) under paragraph (a) of this section: (i) war (whether declared or not), hostilities, invasion, the act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion, and revolution, military or usurped power, insurrection, an act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike, and lock-out, go-slow, occupation of factories and premises. (c) A Party successfully invoking this section is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or any other contractual remedy for breach of Agreement, from the time at which the impediment causes the inability to perform. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the Parties of what they were reasonably entitled to expect under the Agreement, either Party has the right to terminate the Agreement by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the Agreement may be terminated by either party if the duration of the impediment exceeds 120 days.

24. Captions. The captions in this Agreement are for convenience only and shall not be construed to affect the meaning of any provisions herein.

25. Knowing and Voluntary Execution. The individual acknowledges that he has read and fully understands the terms of this Agreement, that he obtained legal advice in connection with this Agreement, and that he is signing it knowingly and voluntarily.

IN WITNESS WHEREOF, the Public Benefit Corporation has caused this Agreement to be executed by its duly authorized representative, and the Individual has executed this Agreement, all as of the day and year first above written.

Battery Movement

David Kam, Founder

Individual



Douglas Kuhn

APPENDIX A
DESCRIPTION OF DUTIES

- A. Individual Name and Address:** Douglas Kuhn, with address at 50 Bowman Rd., Pomeroy, WA, USA, 99347, Email: Kuhn.on.kash@gmail.com.
- B. Position:** Computer Programmer; Independent contractor, Citizen.
- C. Role:** The Public Benefit Corporation hereby hires the Individual as an independent contractor for the Position of **paragraph B**, reporting directly to the Founder and executive council.
- (a) The Individual shall work with the Company to build the Web2/Webs3 script and website to Presell Battery Coin, Tardee Token, and other tokens, which will allow the Company to raise funds to fulfill this Agreement ("Script"). The Script includes a Reverse Dutch Auction with 20 rounds. The prices in the 20 rounds increase in price after the end of each round, until all 20 rounds are sold out.
 - (b) The Individual shall work with the Company to build the Layer 1 Battery Blockchain by hard forking and cloning the Credits.com blockchain or similar blockchain as desired by the Company, which includes hard forking, cloning, programming, modifying, deploying, installing, testing, and auditing the Battery Blockchain. This includes integrating ERC standards and Artificial Intelligence into the Battery Blockchain. This includes building and installing data centers around the world to host the Battery Supernodes.
 - (c) The Individual shall work with the Company to build AI Bridges, including but not limited to the Layer 2 Tardee AI Blockchain on Solana, the Layer 2 Bitsee AI Blockchain on Bitcoin, the Layer 2 Nixee AI Blockchain on Ethereum, the Layer 2 Pokkee AI Blockchain on Pokadot, and other blockchain as desired by the Company, as part of the Battery Ecosystem.
 - (d) The Individual shall work with the Company to build the world's most powerful ethical Decentralized Artificial Intelligence (AI) called BatteryAGI that is expected to be 5000x more powerful than ChatGPT, Gemini or Claude 2 by raw computing power. This is done by building BatteryAGI on the existing Bitcoin Network and hundreds of other blockchains that is connected the Battery Supernodes (Data Centers).
 - (e) The Individual shall use their best efforts to connect Bitcoin and cryptocurrency miners (farmers), data centers, people, organizations, investors, token buyers, computer programmers, developers, token promoters, partners, sponsors, crypto-enthusiasts, suppliers, and influencers to the Public Benefit Corporation, as well as close contracts to advance the Mission of the Public Benefit Corporation.
 - (f) To use their best efforts to sell, market, and promote the Battery Coin, Tardee Token, and other token offers to interested parties.
 - (g) The Individual shall manage, grow, and expand the community on Telegram, Discord, Facebook, Twitter, YouTube, and so on.
 - (h) The Individual is expected to spend a minimum of 20 hours per week on the Role, with the expectation to exceed the minimum time spent due to the generous compensation provided.
 - (i) The Individual shall provide a task list for the following week, and also provide a simple list of tasks completed for the current week. The definition of progress shall mean identifiable and concrete actions, as well as completed tasks.
- D. Hosting Supernodes:** The Individual's organization and his partners are hereby invited to host a Battery Supernode by staking Battery Coin and running the AI Data Centers hosting the Supernode. The Individual's organization and his partners can earn up to 20% of the Battery Coin's staked annually.
- E. Hosting Layer 2 Nodes on the Bitcoin Network and Other Layer 2 Nodes on Other Blockchains:** The Individual's organization and his partners are hereby invited to host Layer 2 AI-Nodes on the Bitcoin Network and Other Layer 2 AI-Nodes on Other Blockchains. Terms, conditions and strategies to be developed together by parties which can increase Bitcoin and cryptocurrency miners (farmers) profit by up to 50% annually.
- F. Diplomatic Role:** Upon one year of success and progress in the Role, the Individual may apply for and be

considered for diplomatic status by the Battery Coin (sovereign entity). The Diplomatic Role is an honor and not a privilege.

- G. **Location:** Expected to be in the Las Vegas Region or anywhere the Public Benefit Corporation determines.
- H. **Compensation:** For the performance of the Services hereunder, the compensation shall be paid to the Individual following over a ten (10) year period ("Compensation").
- (a) **USD Compensation:** Upon the successful completion of the Battery Coin sale, the Individual shall be paid an annual remuneration of seventy thousand dollars (\$70,000) USD per year, paid monthly. The Company may offer bonuses depending on the Individual's performance, the success of the Company, the success of its projects, the Battery Coin price, and other factors as determined by the Company.
 - (b) **Battery Coin Cryptocurrency:** 26,400 Battery Coins with an estimated initial exchange value of \$38.00 per coin (and \$601 in assets in year 10), with an estimated minimum value of US \$1,003,200 in year 1 and \$15,866,400 in year 10.
 - (c) **Tardee Token Cryptocurrency:** 1,210,000 Tardee Token with an estimated initial exchange value of \$0.25 per coin, with an estimated minimum initial value of US \$302,500.
 - (d) **Duration:** This initial term of this Agreement shall be for ten (10) years ("Initial Term"). After the initial term, this Agreement shall be automatically renewed for an additional 12-month basis unless terminated by the Parties ("Renewal Term"). During the Initial Term, either Party may terminate this Agreement at will.
 - (e) **Vesting schedule & buyback.** The Battery Coins issued to the Individual shall vest on a vesting schedule of 120 months or be modified by a majority vote of the Board of Directors of the Public Benefit Corporation. If a party terminates their relationship for any reason whatsoever with the Public Benefit Corporation before the full vesting of all Battery Coins entitled to the Individual, the remaining unvested portion of such Battery Coins will be returned to the Public Benefit Corporation.
 - (f) **How the vesting works:**
 - i. The Battery Coin and Tardee Tokens (individually or collectively "Tokens") shall vest over a period of 120 months ("Vesting Period").
 - ii. The Tokens shall be automatically released via a smart contract to the Holder on a monthly basis, with the first release occurring after the Token Sale ("Initial Release").
 - iii. Subsequent releases shall occur on the last day of each month ("Release Date") for the remaining 119 months.
 - iv. The release is for the payment of the Individual's expected time spent of a minimum of 20 hours per week or 80 hours per month on the Role, with the expectation to exceed the minimum time spent due to the generous compensation provided. Individual understands that their best efforts are crucial for the success of the Currencies and projects.
 - v. Individual shall provide a weekly report on the Friday of each week for the task completed during the week, along with the hours spent and the tasks the Individual expect to complete the following week. In the event you work less than 80 hours per month, let us honestly know.
 - vi. **Monthly Tokens** = Total Tokens divided by 120 months
 - vii. The number of Tokens released on each Release Date shall be calculated as follows for:
 - **Test Release:** Monthly Tokens x 1 month, as soon as the Tokens are available.
 - **First Release:** Monthly Tokens x Total Months from the Effective Date of this Agreement. The expected First Release date is December 31, 2024, subtract the Test Release.

- **Subsequent releases:** Monthly Tokens for the remainder of the 120 months of the Vesting Period

- viii. The Holder shall not be entitled to receive any Tokens until the Initial Release, and the Tokens shall be released in accordance with this Vesting Schedule.
- ix. The Public Benefit Company shall have the first rights of refusal to buy back the Tokens at the present exchange rate of a public exchange.
- x. The Individual may also take an interest free loan on the Tokens, equivalent to 20% of the value of the vested Tokens and the loan may be paid back in Tokens at the present exchange rate on a public exchange.

(g) Death: Depending on when the Battery Coins are allocated, any outstanding Battery Coins due to Individual, should pass equally to his/her heirs.

APPENDIX B
BATTERY COIN

- A. **Governance Tokens:** Upon six (6) months of successful progress in the Individual's Role, the Public Benefit Corporation shall provide Battery Governance Tokens with voting rights of 1 vote per coin and an estimated exchange value of \$0 per coin to the Individual. The awarding and number of Governance Tokens shall be determined solely by the Board of Directors of the Public Benefit Corporation.
- B. **Initial Tokens:** These Battery Governance Tokens are meant to establish the initial proportional voting rights of the Public Benefit Corporation (individually and collectively "Governance Tokens"). Individuals holding Governance Tokens of the Public Benefit Corporation shall also be called a Voter. The Governance Tokens shall follow the Constitution, Operating Agreement, and this Agreement of the Public Benefit Corporation. If there are any conflicting terms and conditions in this Agreement, the Constitution shall apply.
- C. **Not securities:** These Governance Tokens are not transferable and do not constitute securities of any kind.
- D. **Transfer:** No Voter shall be entitled to transfer, sell, or otherwise create any encumbrance over their Governance Tokens in the Public Benefit Corporation for two (2) years without the prior written agreement of the Board of Directors of the Public Benefit Corporation.
- E. **Restrictions:** The voter hereby represents and warrants to the Board of Directors of the Public Benefit Corporation that he/she is not a party to any agreement or arrangement that would restrict his/her ability to perform his obligations under this Agreement.
- F. **Voting:** If a matter arises that pertains to a decision for Voters and requires a majority vote to proceed, voting powers shall align with the distribution of each individual's percentage of voting Governance Tokens. In the case of a split vote, the Chairman shall administer the deciding vote.