

CORRESPONDENT BANKING AGREEMENT

NVC FUND BANK

AGREEMENT

THIS CORRESPONDENT BANKING AGREEMENT (the "Agreement") is made and entered into as of the Effective Date set forth below, by and between:

NVC Fund Bank

a Supranational Sovereign Financial Institution established under the African Union Treaty framework with SWIFT code NVCFBKAU and ACH Routing Number 031176110, (hereinafter referred to as "NVC Fund Bank")

AND

[RESPONDENT BANK NAME]

a [type of institution] organized and existing under the laws of [jurisdiction], with its principal place of business at [address], with SWIFT code [SWIFT code] (hereinafter referred to as the "Respondent Bank")

(each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, NVC Fund Bank is a Supranational Sovereign Financial Institution with over \$10 trillion in balance sheet assets and maintains a global settlement infrastructure for facilitating cross-border payments, currency exchanges, and other financial services;

WHEREAS, NVC Fund Bank has established a proprietary settlement system utilizing its NVC Token Stablecoin (NVCT) as the native currency for transactions, which maintains a 1:1 USD peg and is fully backed by cash and cash equivalent assets;

WHEREAS, the Respondent Bank wishes to establish a correspondent banking relationship with NVC Fund Bank to access its settlement infrastructure, services, and global payment capabilities;

WHEREAS, the Parties wish to set forth the terms and conditions governing their correspondent banking relationship;

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 hereby agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Applicable Law" means all laws, regulations, rules, orders, directives, guidelines, and standards applicable to the Parties and the services provided under this Agreement, including but not limited to banking, anti-money laundering, counter-terrorism financing, and sanctions laws.

"Business Day" means a day (other than a Saturday, Sunday, or public holiday) on which

banks are open for general business in the respective jurisdictions of the Parties.

"Confidential Information"

means all non-public information disclosed by one Party to the other in connection with this Agreement, including but not limited to business plans, customer information, financial information, technical information, and the terms of this Agreement.

"Correspondent Account"

means the account maintained by NVC Fund Bank for the Respondent Bank for the purpose of facilitating transactions contemplated under this Agreement.

"Effective Date"

means the date on which this Agreement is signed by both Parties.

"NVCT"

means the NVC Token Stablecoin, a digital currency issued by NVC Fund Bank with a 1:1 USD peg and fully backed by cash and cash equivalent assets.

"Services"

means the correspondent banking services to be provided by NVC Fund Bank to the Respondent Bank as set forth in this Agreement.

2. SCOPE OF SERVICES

2.1 NVC Fund Bank shall provide the following Services to the Respondent Bank:

- Maintenance of a Correspondent Account for the Respondent Bank in one or more of the following currencies: USD, EUR, GBP, NVCT, AFD1, SFN, and other currencies as mutually agreed upon.
- Processing of international wire transfers through SWIFT messaging (MT103, MT202, MT760, etc.)
- Facilitation of foreign exchange transactions at competitive rates.
- Access to the NVC Fund Bank settlement system for real-time gross settlement (RTGS) capabilities.
- Integration with the NVCT stablecoin ecosystem for efficient cross-border payments.
- Access to NVC Fund Bank's API infrastructure for automated processing of transactions.
- Liquidity management services.
- Trade finance facilities, including letters of credit, guarantees, and documentary collections.
- Such other services as may be agreed upon by the Parties in writing from time to time.

2.2 The Respondent Bank shall provide NVC Fund Bank with all necessary information and documentation required for the provision of the Services, including but not limited to customer identification, transaction details, and regulatory reporting information.

2.3 The Parties agree to cooperate with each other in good faith to ensure the efficient provision of the Services in accordance with this Agreement and Applicable Law.

3. ACCOUNT OPENING AND OPERATION

3.1 Upon the execution of this Agreement, NVC Fund Bank shall open and maintain a Correspondent Account for the Respondent Bank in the agreed currency or currencies.

3.2 The Respondent Bank shall provide NVC Fund Bank with all necessary account opening documentation, including but not limited to:

- Certified copies of organizational documents
- Banking license and regulatory approvals
- List of authorized signatories with specimen signatures
- Completed Wolfsberg Questionnaire
- AML/CFT policies and procedures
- Most recent audited financial statements
- Ownership structure and beneficial ownership information

3.3 The Correspondent Account shall be operated in accordance with the terms of this Agreement and any additional account operating instructions agreed upon by the Parties.

3.4 The Respondent Bank shall maintain sufficient funds in the Correspondent Account to cover all transactions and fees associated with the Services.

3.5 NVC Fund Bank shall provide the Respondent Bank with periodic account statements and transaction confirmations in accordance with its standard practices or as otherwise agreed by the Parties.

4. FEES AND CHARGES

4.1 The Respondent Bank shall pay NVC Fund Bank fees and charges for the Services in accordance with the fee schedule attached as Schedule A to this Agreement, which may be amended by NVC Fund Bank from time to time upon thirty (30) days' prior written notice to the Respondent Bank.

4.2 NVC Fund Bank is authorized to debit the Correspondent Account for all fees and charges due under this Agreement.

4.3 All fees and charges are exclusive of any applicable taxes, which shall be borne by the Respondent Bank.

4.4 In addition to the fees and charges set forth in Schedule A, the Respondent Bank shall reimburse NVC Fund Bank for any out-of-pocket expenses incurred in connection with the provision of the Services, including but not limited to telecommunications, postage, and courier charges.

5. COMPLIANCE AND AML REQUIREMENTS

5.1 Each Party shall comply with all Applicable Laws in the performance of its obligations under this Agreement, including but not limited to laws and regulations relating to anti-money laundering, counter-terrorism financing, sanctions, and banking regulations.

5.2 The Respondent Bank represents and warrants that it has implemented and maintains an effective AML/CFT compliance program that includes, at a minimum:

- Customer due diligence and enhanced due diligence procedures
- Transaction monitoring systems
- Sanctions screening procedures
- Suspicious activity reporting mechanisms
- Record-keeping procedures
- Regular training for employees
- Independent testing of the compliance program

5.3 The Respondent Bank shall conduct appropriate due diligence on its customers and shall screen all transactions processed through the Correspondent Account against applicable sanctions lists.

5.4 NVC Fund Bank reserves the right to request additional information about any transaction processed through the Correspondent Account, and the Respondent Bank agrees to provide such information promptly.

5.5 NVC Fund Bank may refuse to process any transaction that it reasonably believes may violate Applicable Law or its internal policies and procedures.

5.6 Each Party shall notify the other promptly if it becomes aware of any actual or suspected breach of Applicable Law in connection with the Services or this Agreement.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section 6.

6.2 Either Party may terminate this Agreement without cause by giving the other Party ninety (90) days' prior written notice.

6.3 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- a) The other Party commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within thirty (30) days after receiving written notice to do so;
- b) The other Party becomes insolvent, is placed under administration or receivership, or undergoes any similar event;
- c) The other Party's banking license is revoked or suspended;
- d) The other Party is subject to sanctions or enforcement actions by a regulatory authority;
- e) Continuation of the Agreement would cause either Party to violate Applicable Law.

6.4 Upon termination of this Agreement:

- a) NVC Fund Bank shall prepare a final account statement and settle the Correspondent Account in accordance with the Respondent Bank's instructions, subject to any applicable legal or regulatory restrictions;
- b) Each Party shall return or destroy all Confidential Information of the other Party in its possession, except as required to be retained by Applicable Law;
- c) The Parties shall cooperate to ensure an orderly wind-down of their relationship;
- d) Any accrued rights, obligations, or liabilities of the Parties shall not be affected.

6.5 The provisions of Sections 5 (Compliance and AML Requirements), 7 (Confidentiality), 8 (Data Protection), 9 (Liability and Indemnification), and 12 (Governing Law and Dispute Resolution) shall survive the termination of this Agreement.

7. CONFIDENTIALITY

7.1 Each Party shall maintain the confidentiality of all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party except as required by Applicable Law or with the prior written consent of the disclosing Party.

7.2 Each Party shall use the Confidential Information of the other Party solely for the purpose of performing its obligations under this Agreement.

8. DATA PROTECTION

8.1 Each Party shall comply with all applicable data protection laws and regulations in the performance of its obligations under this Agreement.

8.2 Each Party shall implement appropriate technical and organizational measures to protect personal data processed in connection with this Agreement.

9. LIABILITY AND INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party from and against any and all losses, damages, claims, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with any breach of this Agreement by the indemnifying Party or its negligence or willful misconduct.

10. FORCE MAJEURE

10.1 Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, government actions, power failures, or telecommunications failures.

11. NOTICES

11.1 All notices and other communications under this Agreement shall be in writing and shall be delivered by hand, by courier, by registered mail, or by email to the addresses set forth below or to such other addresses as may be designated by the Parties in writing.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of [jurisdiction], without giving effect to any choice of law or conflict of law provisions.

12.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be [city, country]. The language of the arbitration shall be English.

13. MISCELLANEOUS

13.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral, between the Parties.

13.2 No amendment or modification of this Agreement shall be valid or binding unless in writing and signed by both Parties.

13.3 Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

13.4 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.5 The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

13.6 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

NVC FUND BANK

RESPONDENT BANK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Title: _____

Date: _____