

LETTER OF INTENT

STRATEGIC PARTNERSHIP BETWEEN NVC FUND HOLDING TRUST AND BRIDGE.XYZ

Date: May 22, 2025

Bridge.xyz
San Francisco, CA
United States

Re: Letter of Intent - \$5 Billion Strategic Liquidity Partnership

Dear Bridge.xyz Leadership Team:

This Letter of Intent ("LOI") sets forth the principal terms and conditions under which NVC Fund Holding Trust ("NVC Fund") proposes to enter into a strategic liquidity partnership with Bridge.xyz ("Bridge") to establish a \$5 billion liquidity facility leveraging NVC Fund's NVCToken ("NVCT"). This non-binding LOI outlines the framework for our proposed partnership and serves as the basis for the preparation of definitive agreements.

1. PARTNERSHIP STRUCTURE

1.1 Strategic Liquidity Partnership: NVC Fund and Bridge.xyz propose to establish a multi-tiered liquidity provision agreement with the following parameters: a) Initial Phase: \$500 million liquidity provision against NVCToken collateral with a loan-to-value ratio of 75%. b) Scaling Phases: Incremental increases to the full \$5 billion facility based on predetermined transaction volume and performance metrics over a 24-month period. c) Term: Initial 36-month arrangement with automatic renewal options upon mutual agreement. 1.2 Technical Integration: The parties will collaborate to develop: a) Direct API connections between NVC Banking Platform and Bridge.xyz infrastructure b) Stablecoin settlement layer utilizing Bridge's existing stablecoin infrastructure c) Cross-chain bridge solutions to support NVCToken liquidity across multiple blockchain networks

2. COMMERCIAL TERMS

2.1 Fee Structure: A tiered transaction fee model based on volume: a) Tier 1 (0-\$500M): 0.40% per transaction b) Tier 2 (\$500M-\$2B): 0.30% per transaction c) Tier 3 (\$2B-\$5B): 0.25% per transaction 2.2 Revenue Sharing: 70% to NVC Fund and 30% to Bridge.xyz for all new transaction revenue generated through the partnership. 2.3 Minimum Volume Commitments: a) Year 1: \$2 billion in transaction volume b) Year 2: \$5 billion in transaction volume c) Year 3: \$8 billion in transaction volume

3. SECURITY AND COMPLIANCE

3.1 Collateral Management: Establishment of a programmatic treasury management system with transparent reporting and automated collateral adjustments. 3.2 Smart Contract Governance: Formation of a joint oversight committee for contract modifications with representation from both parties. 3.3 Regulatory Framework: Development of clear jurisdictional parameters and compliance requirements in accordance with relevant financial regulations and blockchain governance standards.

4. GROWTH INCENTIVES

4.1 Transaction Volume Bonuses: Automatic credit facility increases upon exceeding volume targets: a) 10% additional credit for exceeding quarterly targets by 15% b) 20% additional credit for exceeding quarterly targets by 25% 4.2 Market Expansion: Preferential terms for entering new geographic markets, with specific focus on emerging markets in Africa, Southeast Asia, and Latin America. 4.3 Technology Collaboration: Joint development of new liquidity products with intellectual property sharing arrangements to be detailed in the definitive agreements.

5. MUTUAL BENEFITS

5.1 Benefits to NVC Fund: a) Immediate access to global stablecoin infrastructure b) Enhanced liquidity for NVCToken c) New distribution channels for NVC Fund services 5.2 Benefits to Bridge.xyz: a) Access to NVC Fund's \$10+ trillion asset base as backing collateral b) Enhanced credibility through partnership with an established financial institution c) Expanded transaction volume through NVC Fund's existing global networks

6. NON-BINDING NATURE

This LOI is non-binding and subject to the execution of definitive agreements between the parties. The parties agree to work in good faith to negotiate and execute such agreements within 60 days from the date of this LOI.

7. CONFIDENTIALITY

The parties agree to maintain the confidentiality of this LOI and all discussions and information exchanged in connection with the proposed partnership, except as required by law or regulatory authorities.

8. GOVERNING LAW

This LOI shall be governed by and construed in accordance with the laws of the jurisdiction to be determined in the definitive agreements.

If the terms outlined in this LOI are acceptable, please indicate your acceptance by signing below.

**FOR NVC FUND HOLDING
TRUST:**

FOR BRIDGE.XYZ:

Name:

Title:

Date:

Name:

Title:

Date:
