[redacted]

AMENDMENT TO WARRANT TO PURCHASE TOKENS

This Amendment to the Warrant to Purchase Tokens (this **"Amendment"**) is entered into as of 18th March 2026 (the **"Effective Date"**) by and between [redacted], a company organized and existing under the laws of Panama, having its registered office at [redacted] (the **"Holder"**).

RECITALS

WHEREAS, the Company issued a Warrant to Purchase Tokens to the Holder dated January 28, 2025 (the **" Warrant"**);

WHEREAS, the Warrant was entered into in connection with a Simple Agreement for Future Equity dated January 28, 2025 (the **"SAFE"**);

WHEREAS, the SAFE has been terminated pursuant to a termination agreement dated 18th March 2026, except to the extent of references made in this Agreement;

WHEREAS, the parties desire to amend the Warrant as set forth herein, in accordance with Section 8.6 of the Warrant.

1. <u>DEFINITIONS</u>:

1.1. "Launch Price" means the launch price of the applicable Token at the Token Structuring Event carried out through MetaDAO (https://www.metadao.fi/), and determined as follows:

1.1.1. Primary method: the official ICO price published or displayed by MetaDAO for such Token sale; and

1.1.2. Fallback method (if no official price is published): the quotient of (a) the total amount of USD denominated Stablecoin validly raised and accepted in the Token Structuring Event, divided by (b) the total number of Tokens sold to ICO participants in such Token Structuring Event, in each case excluding Tokens allocated to liquidity provisioning, bid wall funding mechanics, team/performance packages, investor reserve allocations, or any other non-ICO-sale allocations.

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1.1.3. For the avoidance of doubt, the Launch Price is a single reference price fixed at the close of the Token Structuring Event and is used solely as the base price for applying the milestone/TWAP unlock thresholds under this Warrant.

1.2. “TWAP” means the time-weighted average price of such Token over the trailing Three (3) month period, calculated using a specialized, “lagging” method designed to reduce market manipulation by relying on observations that limit how much the price can move per update (as used in MetaDAO), rather than raw, real-time prices or any other similar method adopted by MetaDAO.

2. AMENDMENT TO TEAM TOKEN RELEASE SCHEDULE:

2.1. Section 3.2 of the Warrant is hereby amended by deleting and restated in its entirety with the following:

*“3.2.1. The Tokens issued upon each exercise of this Warrant may be subject to such restrictions on transferability as required by applicable law, as reasonably determined by the Board in good faith and on the advice of external legal counsel and certain additional restrictions on Transfer as may be reasonably requested by the Company and approved by the Majority Holders (as defined below), including, but not limited to, subjecting the Tokens issued upon each exercise of this Warrant to a 24- month restriction period, during which the Holder may not transfer, sell, convey or encumber the Tokens (the “**Transfer Restrictions**”). The Holders Token shall be released from the Transfer Restrictions with respect to any particular Token in 5 equal quarterly installments starting at the end of the 12th month following the Token Launch and continuing until all the Tokens are released at the end of the 24th month following the Token Launch; The Company covenants and agrees that*, subject to Section 3.2.2 below, *Team Tokens shall be released from the Transfer Restrictions with respect to any particular Token in five (5) cumulative, milestone-based unlocks (each, a “**Team Milestone**”), as follows (each measured using the TWAP):*

a. 20% when the TWAP of such Token equals or exceeds 2x the Launch Price;
b. 40% when the TWAP of such Token equals or exceeds 4x the Launch Price;
c. 60% when the TWAP of such Token equals or exceeds 8x the Launch Price;
d. 80% when the TWAP of such Token equals or exceeds 16x the Launch Price; and
e. 100% when the TWAP of such Token equals or exceeds 32x the Launch Price.”

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3.2.2. Notwithstanding anything herein to the contrary, during any period any Tokens issued pursuant to this Warrant are subject to Transfer Restrictions, Holder may (i) Transfer any Tokens to any Affiliate of the Holder; provided that Holder shall provide the Company with prior written notice of any such Transfer, and (ii) exercise the voting and other governance rights linked to such Tokens. The Company and its Parent(s) shall have and retain any and all risk of loss of the Tokens arising from programmatic transfer restrictions imposed on the Tokens by or on behalf of any Token Issuer, notwithstanding Holder's or Holder's designated custodian's obtaining custody and possession of the Tokens. The restrictions contemplated by this Section 3.2 shall not impair the ability of the Holder to take possession of the Tokens immediately upon exercise of this Warrant. For the avoidance of doubt, the foregoing restrictions shall not apply to any Tokens acquired by Holder on the open market. Tokens issued, sold or otherwise distributed to community participants or MetaDAO investors shall not be subject to the Transfer Restrictions or any other lock-up or transfer restriction under this Section 3.2.

*3.2.3. Notwithstanding the foregoing, no Team Tokens shall be released from the Transfer Restrictions prior to the date that is twelve (12) months following the Token Launch ("**Team Token Commencement Date**"), even if one or more Team Milestones are achieved prior to such date.* Team Milestones are cumulative and shall be calculated post the Team Token Commencement Date, for purposes of determining the applicable cumulative release percentage.

3.2.4. For the purposes of determining whether any Team Milestone has been achieved, the TWAP shall be determined by MetaDAO. If MetaDAO ceases to publish (or otherwise make reasonably available) the observations necessary to apply such methodology, or ceases operations, and the parties cannot reasonably apply the methodology as of Token Launch, then the TWAP shall instead be determined using a time-weighted average price calculated from publicly available price observations from bona fide arm's-length trading on one or more liquid markets for such Tokens."

3. AMENDMENT TO TOKEN ALLOCATION AND DISTRIBUTION:

3.1. Section 3.4 of the Warrant is hereby amended as follows:

*“**Token Allocation and Distribution**. With respect to any Tokens that a Token Issuer mints, generates or creates, the Company and its Parent(s) will, and will cause any Token Issuer, to ensure that the Total Token Supply quantity is sufficient to ensure the distribution of all Tokens issued or issuable pursuant to this Warrant. Notwithstanding anything to the contrary herein, in the event that the Total Token Supply for any Token is increased at any time following the initial Token Structuring Event for such Token during a time when the Company’s native Protocol is exclusively controlled by the Company or a Protocol Entity or such increase is otherwise proposed by or initiated at the direction of the Insiders, such increase shall **not** result in any recalculation of Holder’s Portion with respect to such Token.*

4. SAFE TERMINATION:

4.1. The Warrant is hereby amended by adding a new Section 8.14 as follows:

“8.14 SAFE Termination. The parties acknowledge that the SAFE has been terminated. Notwithstanding such termination, for purposes of any calculation under this Warrant that relies on terms, definitions, formulas or percentage mechanics derived from the SAFE, the relevant SAFE provisions shall be deemed fixed and frozen as in effect immediately prior to the effective time of such termination, and shall not be affected by such termination, and such references shall remain valid and enforceable solely for purposes of this Warrant. Except for the limited purpose stated above, nothing in this Warrant or this Amendment shall be construed to revive, reinstate or otherwise continue the SAFE except to such limited extent.”

5. MISCELLANEOUS:

5.1. Except as expressly amended by this Amendment, the Warrant remains unmodified and in full force and effect.

5.2. Sections 8.2 (Governing Law) and 8.5 (Dispute Resolution) of the Warrant are incorporated herein by reference and shall apply to this Amendment mutatis mutandis.

5.3. This Amendment may be executed in counterparts and delivered electronically, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[redacted]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

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