

EARTH[®] CORPORATION LTD.

Pre-Sale Statement of Terms — Conditions of Engagement

NON-BINDING STATEMENT OF SELLER'S TERMS

This Pre-Sale Statement of Terms (“Statement”) sets forth the conditions under which EARTH[®] Technology Corporation Ltd. (“EARTH[®]” or “Seller”) will entertain an Acquisition, Exclusive License, or Strategic Transaction involving the EARTH[®] Intellectual Property Portfolio (the “Portfolio”). This Statement is non-binding except where expressly designated as binding (Section 13). It does not constitute an offer to sell, nor does receipt of this Statement create any obligation on either party. Its purpose is to establish the Seller’s expectations and to define the framework within which any definitive agreement would be negotiated.

PORTFOLIO SUMMARY

Twenty-one (21) integrated Platforms. Seventeen (17) Patents Pending (priority date April 15, 2021). Independent IP Valuation: \$847M–\$3.1B (409A-grounded, four-method triangulation). Seven (7) Platforms fully operational; fourteen (14) at 50–95% completion. Complete technical, mathematical, and competitive-dominance documentation enclosed under separate cover.

1. TRANSACTION STRUCTURE

EARTH[®] offers two structures for a qualifying Acquirer:

1.1 Primary — Total IP Acquisition.

Outright sale of the entire Portfolio, including all Patents, Patents Pending, Trade Secrets, Trademarks, Brand Names, Domain Assets (150+), Source Code, Platform Architectures, and associated Goodwill. The EARTH[®] brand, name, and all registered and unregistered trademarks transfer to the Acquirer as part of the Portfolio. Full Ownership. Full Credit.

1.2 Alternative — Exclusive License with Grant-Back.

An exclusive, worldwide license to the Portfolio with grant-back provisions permitting Seller to retain limited, non-competing usage rights as mutually defined.

1.3 Consideration.

The Purchase Price may be paid in cash, equity securities of the Acquirer (or an Acquirer affiliate), or a combination thereof, as negotiated in the definitive agreement. The following provisions shall apply to any equity component:

(a) Valuation of Stock Consideration. If any portion of the Purchase Price is paid in equity, the stock shall be valued using a mutually agreed methodology. For publicly traded securities,

the valuation shall be based on the thirty (30) day volume-weighted average price (VWAP) ending on the business day immediately preceding Closing. For private securities, valuation shall be determined by an independent 409A appraisal conducted by a firm mutually acceptable to both parties.

(b) Lock-Up Period. Any equity received by Seller as Purchase Price consideration shall be subject to a lock-up period not to exceed twelve (12) months post-Closing. The lock-up shall be mutual: during any period in which Seller's shares are restricted, Acquirer's officers, directors, and insiders holding equivalent or greater positions shall be subject to the same restriction.

(c) Registration Rights. If Seller receives unregistered equity securities, Acquirer shall grant Seller piggyback registration rights. When Acquirer files a registration statement for the sale of its own securities (or those of any insider), Seller's shares shall be included in such registration at Acquirer's expense. Acquirer shall also grant Seller demand registration rights, exercisable no earlier than the expiration of the lock-up period, permitting Seller to require Acquirer to file a registration statement covering Seller's shares.

(d) Anti-Dilution. If Acquirer issues new equity securities after Closing that dilute Seller's percentage ownership, Seller shall receive weighted-average anti-dilution protection, ensuring that Seller's proportionate economic interest is preserved. The specific formula shall be defined in the definitive agreement.

(e) Put Option for Private Securities. If the equity consideration consists of securities in a private entity that has not completed an Initial Public Offering or a qualifying liquidity event within twenty-four (24) months of Closing, Seller shall have the right to put the shares back to Acquirer at the original per-share valuation established at Closing. This right shall be exercisable during the sixty (60) day window following the twenty-four (24) month anniversary.

Either structure closes EARTH[®] to further outside investment. The Seller's preferred exit is a Total IP Acquisition (§1.1).

2. EVALUATION PERIOD & RETAINER

2.1 Non-Exclusive Evaluation (Default).

Any party may evaluate the enclosed materials at no cost and with no exclusivity. Seller retains the unrestricted right to solicit, negotiate with, and close transactions with other parties during a Non-Exclusive Evaluation. No time limit applies, except that Seller may withdraw the materials or terminate access at any time upon written notice.

2.2 Exclusive Evaluation (By Agreement).

A party seeking exclusive negotiating rights ("Exclusivity") must execute a Standstill Agreement and pay a non-refundable Evaluation Retainer.

(a) Retainer. The Evaluation Retainer shall be a cash payment in an amount to be negotiated, payable upon execution of the Standstill Agreement. The Retainer is non-refundable but shall be credited in full against the Purchase Price or License Fee if a definitive agreement is executed and closed.

(b) Exclusivity Period. Ninety (90) calendar days from execution of the Standstill Agreement, during which Seller agrees not to solicit, negotiate with, or close a transaction with any third party. The Exclusivity Period may be extended once, by mutual written agreement, for an additional sixty (60) calendar days upon payment of a supplemental Retainer.

(c) Seller's Obligations During Exclusivity. Seller shall negotiate in good faith, provide reasonable access to supplemental technical materials and personnel, and participate in due diligence as reasonably requested. Trade Secrets will not be disclosed without contracted sale, notwithstanding the NDA Agreement.

(d) Termination of Exclusivity. Exclusivity terminates automatically upon expiration of the Exclusivity Period, upon material breach by either party, or upon mutual written agreement. If the evaluating party fails to deliver a Letter of Intent within the Exclusivity Period, Seller is immediately free to pursue all other avenues, and the Retainer is forfeited.

3. ANTI-SHELVING — MANDATORY DEPLOYMENT OBLIGATIONS

This Section reflects the Seller's foundational requirement: the EARTH[®] Portfolio was built to operate, not to be acquired and suppressed. Any definitive agreement shall include Anti-Shelving provisions substantially consistent with the following:

3.1 Public Launch Milestones.

Acquirer shall publicly launch the following Platforms within six (6) months of Closing:

- XP2P[®] / UBII[®] (Core Income Platform) — www.UBII.ai
- CODEX FIDEI[™] (AI Governance Platform) — www.CODEXFIDEI.ai
- ALETIIA[™] (Human Governance Platform) — www.ALETIIA.ai
- GUARDIIAN Bridge[™] (Crypto Bridge) — www.GUARDIIANBridge.io
- GUARDIIAN Wallet[™] (Crypto Wallet) — www.GUARDIIANWallet.io

- LOTTERII[®] (AI-Reimagined Lottery) — www.XLOTTERY.io
- LERT[™] (AI-Reimagined Sweepstakes) — www.XLERT.ai

- IINTERSTELLAR[™] (NFT) — www.IINTERSTELLAR.io
- UTOPIIA[™] (NFT) — www.UTOPIIA.app

- All other Platforms designated as “100% Operational” at Closing

NOTE: EQUIIUS[™] and ALPHA/OMEGA (Bilateral Cryptocurrencies) — www.EQUIIUS.com (ICO) / www.EQUIIUS.io — are subject to the requirements of the EcoSystem Platform(s) OS and must necessarily be considered accordingly.

3.2 Continued Development.

Acquirer shall use commercially reasonable efforts to advance all remaining Platforms (those at 50–95% completion at Closing) toward full operational status, with progress benchmarks to be defined in the definitive agreement.

3.3 Cessation Trigger.

If Acquirer and its Affiliates cease all development, commercialization, and public operation of the XP2P[®] / UBII[®] Core Income Platform for a continuous period of twelve (12) months — and such cessation is not attributable to Force Majeure, regulatory prohibition, or documented technical impossibility — such cessation shall constitute a material breach triggering Reversion Rights (Section 10).

3.4 No Competitive Suppression.

Acquirer shall not acquire the Portfolio for the purpose of preventing competition with Acquirer's existing or planned products. Evidence of Competitive Suppression — including but not limited to internal communications, board resolutions, or a pattern of deliberate non-deployment — shall constitute an independent trigger for Reversion Rights (Section 10), and Seller reserves the right to seek injunctive relief.

4. IPO COMMITMENT

4.1 Commitment to Pursue.

Acquirer shall use commercially reasonable efforts to pursue an Initial Public Offering (“IPO”) of the EARTH[®]X Portfolio (whether as a standalone entity, a subsidiary, or a division) within eighteen (18) months of Closing. This obligation is a commitment to pursue, not a guarantee of market conditions or regulatory approval.

4.2 IPO Readiness Milestones.

Acquirer shall, within twelve (12) months of Closing: (a) engage an underwriter of national standing; (b) file or prepare for filing a registration statement (S-1 or equivalent); and (c) appoint an independent Board of Directors for the IPO entity, which shall include at least one seat designated by Seller (Section 6.2).

4.3 Failure to Pursue.

If Acquirer has not engaged an underwriter or commenced S-1 preparation within twelve (12) months, and such delay is not attributable to documented regulatory, market, or Force Majeure conditions, Seller may elect to: (a) extend the timeline by mutual agreement; (b) convert the

transaction to an Exclusive License with modified terms; or (c) invoke Reversion Rights (Section 10) on terms to be defined in the definitive agreement.

5. LEGACY MEMBER & INVESTOR PROTECTIONS

5.1 Honor of Active Cycles.

All active Member Cycles within the XP2P® / UBII® EcoSystem existing at Closing shall be honored by Acquirer in full. No active Cycle shall be terminated, paused, diluted, or structurally altered without the affected Member's written consent. The obligation to honor active Cycles transfers to Acquirer as an assumed obligation of the acquisition.

5.2 Investor Commitments.

All outstanding obligations to EARTHX® pre-seed and seed investors — including equity positions, convertible instruments, and any contractual commitments documented in the EARTHX® Pre-Seed Investment Memorandum — shall be assumed by Acquirer or satisfied at Closing. No investor shall receive less favorable treatment as a result of the transaction than they would have received had the transaction not occurred.

5.3 Member Data & Privacy.

Acquirer shall comply with all applicable privacy laws and shall honor all existing Member privacy commitments. Member data shall not be transferred to unrelated Acquirer products or services without affirmative Member consent.

6. FOUNDER ROLE & CONTINUITY

6.1 Transition Period.

Seller's Founder, A.Christopher St. Michael, shall serve as Chief Technology Officer (or equivalent senior technical role) of the acquired entity or division for a minimum of twenty-four (24) months post-Closing ("Transition Period"), with authority, compensation, and reporting structure commensurate with the role and to be defined in a separate Employment or Advisory Agreement executed concurrently with Closing.

6.2 Board Representation.

During the Transition Period and for a minimum of twelve (12) months thereafter, Founder shall hold or designate one (1) seat on the Board of Directors (or equivalent governing body) of the entity that operates the EARTHX® Portfolio.

6.3 Equity & Acceleration.

Any equity granted to Founder in connection with the transaction shall vest on a schedule to be negotiated, with double-trigger acceleration: full vesting accelerates upon (a) a subsequent

Change of Control of the acquiring entity, combined with (b) termination of Founder's role without Cause or resignation for Good Reason.

6.4 Intellectual Stewardship.

Founder shall retain the right to publish, speak, and present on the EARTH[®] Architecture in academic, public-policy, and industry settings, subject to reasonable confidentiality restrictions on Trade Secrets and proprietary commercial data.

6.5 Directors & Officers Insurance.

During the Transition Period and for the duration of Founder's Board service (Section 6.2), Acquirer shall maintain Directors & Officers liability insurance coverage for Founder at Acquirer's expense, with coverage limits no less favorable than those maintained for Acquirer's own officers and directors.

6.6 Stock Option Grant.

In connection with Founder's service during the Transition Period, Acquirer shall grant Founder stock options to purchase shares of the acquiring entity, IPO entity, or operating subsidiary, at an exercise price equal to the fair market value on the date of grant. The number of shares, vesting schedule, and option term shall be negotiated and specified in the Employment or Advisory Agreement (Section 6.1). The double-trigger acceleration provisions of Section 6.3 shall apply to all stock options granted under this Section.

For clarity: the stock option grant under this Section 6.6 is Founder's compensation for post-Closing service and is separate from and in addition to any equity received by Seller as Purchase Price consideration under Section 1.3.

7. SALE REQUIREMENTS & CONDITIONS PRECEDENT

Any definitive agreement shall be subject to the following conditions:

7.1 Mutual NDA.

Execution of a Mutual Non-Disclosure Agreement prior to access to Trade Secrets, proprietary algorithms, or non-public technical documentation beyond the materials enclosed herein.

7.2 Proof of Capacity.

Acquirer shall demonstrate financial capacity to close the transaction, whether through committed capital, financing commitments, or corporate balance sheet verification.

7.3 Independent Counsel.

Both parties shall be represented by independent legal counsel throughout the transaction. Seller intends to engage transaction counsel of national standing.

7.4 Regulatory Clearance.

Closing shall be subject to receipt of all required regulatory approvals, including antitrust clearance where applicable.

7.5 No Assignment.

Acquirer may not assign its rights or obligations under any definitive agreement without Seller's prior written consent, except in connection with a merger or acquisition of Acquirer in which the successor entity assumes all obligations in full.

7.6 Timeline to Definitive Agreement.

Upon execution of a Letter of Intent, the parties shall use good-faith efforts to negotiate and execute a definitive agreement within sixty (60) calendar days. This period may be extended once, by mutual written consent, for an additional thirty (30) calendar days. If no definitive agreement is executed within the applicable period, the Letter of Intent shall expire, the Seller shall be free to pursue all other avenues, and neither party shall have any further obligation except as set forth in Section 12 (Confidentiality & Non-Circumvention).

8. REPRESENTATIONS & WARRANTIES

Seller represents and warrants, as of the date of any definitive agreement:

8.1 Ownership.

Seller is the sole and unencumbered owner of the Portfolio, free and clear of all liens, pledges, security interests, and adverse claims. No portion of the Portfolio has been previously assigned, licensed exclusively, or encumbered in any manner that would impair the transfer contemplated herein.

8.2 No Prior Licenses.

No exclusive or non-exclusive license to any material component of the Portfolio has been granted to any third party, except as expressly disclosed in writing to Acquirer prior to Closing.

8.3 No Pending Litigation.

There is no pending or, to Seller's knowledge, threatened litigation, proceeding, or claim challenging the validity, ownership, or enforceability of any Patent, Patent Pending, or Trademark within the Portfolio.

8.4 USPTO Filings Current.

All filings with the United States Patent and Trademark Office relating to the Portfolio are current, and all maintenance fees, annuities, and filing deadlines have been satisfied as of the date of Closing.

8.5 Limitation.

Seller makes no representations or warranties beyond those expressly stated in this Section 8. All other warranties, express or implied, are disclaimed.

9. BREAK-UP FEE

9.1 Reverse Break-Up Fee.

If, following execution of a Letter of Intent, the transaction fails to close due to Acquirer's withdrawal, board reversal, financing failure, or any other cause attributable to Acquirer (excluding regulatory prohibition or documented Force Majeure), Acquirer shall pay Seller a Reverse Break-Up Fee. The Break-Up Fee shall be a percentage of the proposed Purchase Price, to be negotiated and specified in the Letter of Intent, and shall compensate Seller for market time lost and alternative transactions foregone during the Exclusivity Period.

9.2 Survival.

The obligation to pay the Reverse Break-Up Fee shall survive the expiration or termination of the Letter of Intent and shall be enforceable as a liquidated-damages provision, not as a penalty.

10. REVERSION RIGHTS

10.1 Trigger Events.

Reversion Rights are triggered by: (a) Anti-Shelving breach (Section 3.3); (b) Competitive Suppression (Section 3.4); (c) failure to pursue IPO (Section 4.3, if Seller elects reversion); or (d) material breach of Legacy Member or Investor Protections (Section 5) that remains uncured for sixty (60) days after written notice.

10.2 Effect of Reversion.

Upon a Reversion Trigger, and subject to the terms of the definitive agreement: all Patents, Patents Pending, Trademarks, Brand Names, Domain Assets, and Source Code shall revert to Seller; Acquirer shall retain a non-exclusive, royalty-bearing license to any derivative works created during the period of ownership, on terms to be defined; and Seller shall not be obligated to return any portion of the Purchase Price or License Fee previously paid.

10.3 Transition Upon Reversion.

Acquirer shall cooperate in an orderly transition of all reverted assets within ninety (90) days of a Reversion Trigger, including technical handoff, domain transfers, and Member data migration.

11. DISPUTE RESOLUTION

11.1 Negotiation.

The parties shall first attempt to resolve any dispute arising under this Statement or any definitive agreement through good-faith negotiation between senior executives, for a period of not less than thirty (30) days following written notice of the dispute.

11.2 Arbitration.

If the dispute is not resolved through negotiation, it shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in Cincinnati, Ohio. The arbitrator's award shall be final and enforceable in any court of competent jurisdiction.

11.3 Injunctive Relief.

Notwithstanding Section 11.2, either party retains the right to seek temporary, preliminary, or permanent injunctive relief in the state or federal courts of Ohio, without first submitting to arbitration, in connection with: (a) breach or threatened breach of Anti-Shelving obligations (Section 3); (b) breach of Confidentiality or Non-Circumvention (Section 12); or (c) any circumstance in which irreparable harm would result from delay.

12. CONFIDENTIALITY & NON-CIRCUMVENTION

12.1 Confidential Treatment.

This Statement, and all materials provided in connection with it, shall be treated as confidential and shall not be disclosed to third parties without Seller's prior written consent, except to Acquirer's legal counsel, financial advisors, and senior officers with a need to know.

12.2 Non-Circumvention.

Acquirer shall not, during the Evaluation Period or for twenty-four (24) months thereafter, directly or indirectly contact, solicit, or transact with EARTHX® Members, investors, employees, or contractors for the purpose of circumventing this transaction or replicating the Portfolio.

13. BINDING PROVISIONS

This Statement is non-binding in its entirety except for: (a) Section 12 (Confidentiality & Non-Circumvention), which shall be binding upon any party that receives this Statement or the enclosed materials; and (b) Section 2.2 (Exclusive Evaluation), which becomes binding upon execution of a Standstill Agreement and payment of the Retainer.

All other provisions represent the Seller's stated expectations and shall form the basis for negotiation of any definitive agreement.

14. GOVERNING LAW

This Statement, and any Standstill Agreement or definitive agreement arising from it, shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict-of-laws principles.

A.Christopher St. Michael

Founder / CEO / CTO

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