IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: RELIZ TECHNOLOGY GROUP HOLDINGS INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 26-10371 (TMH) (Jointly Administered)
RELIZ TECHNOLOGY GROUP HOLDINGS INC., *et al.*, Plaintiffs, v. ARTHA INVESTMENT PARTNERS LLC, Defendant.	Adv. Pro. No. 26-_____ (TMH)

DEBTORS' ADVERSARY COMPLAINT FOR DECLARATORY JUDGMENT THAT DEFENDANT IS AN UNSECURED CREDITOR OR, IN THE ALTERNATIVE, TO AVOID SECURITY INTEREST PURSUANT TO 11 U.S.C. § 547

The debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") file this adversary complaint (the "Complaint") against Artha Investment Partners LLC ("Defendant"), pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and section 547 of title 11 of the United States Code (the "Bankruptcy Code"), seeking (i)(a) a declaratory judgment that Defendant is an unsecured creditor of the Debtors or, (b) in the alternative, to avoid Defendant's purported security interest as a preferential transfer, and (ii) recovery of attorneys' fees and costs. To the extent that

[1] The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A) (the "Debtors" or "BlockFills"). The Debtors' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.

Defendant has a claim listed by the Debtors on their schedules as undisputed, liquidated, and not contingent, or has otherwise requested payment from the Debtors or the Debtors' estates (collectively, the "Claims"), this Complaint is not intended to be, nor should it be construed as, a waiver of Debtors' right to object to any of such Claims for any reason, and such rights are expressly reserved.

INTRODUCTION

1. The Debtors bring this adversary proceeding (the "Adversary Proceeding") seeking a declaration that Defendant is an unsecured creditor of the Debtors. While Defendant at one time had a right to secure the Debtors' obligations, the Debtors never delivered any collateral to Defendant. In the alternative, the Debtors seek to avoid Defendant's claimed security interest in the collateral (which it never received) as a preferential transfer, as Defendant filed financing statements just one month prior to the petition date.

2. On November 14, 2022, Debtor Reliz Ltd. and Defendant entered into that certain Reliz Master Loan Agreement (the "MLA"). *See* Exhibit A. Pursuant to the terms of the MLA, the Debtors had the ability to borrow cryptocurrency from Defendant. Under Section IV(a) of the MLA, prior to or at the same time cryptocurrency was loaned by Defendant to the Debtors, the Debtors were required to provide Defendant with collateral (the "Collateral") of U.S. Dollars or cryptocurrency equal to 120% of the value of the loan.

3. On November 28, 2025, the Debtors and Defendant executed a term sheet (the "November 2025 Term Sheet Loan"). *See* Exhibit B. The November 2025 Term Sheet stated that

the Debtors would borrow 2,000 ETH for an open term with an earliest termination date of December 29, 2025.[2]

4. Shortly thereafter, on December 10, 2025, the Debtors and Defendant executed another term sheet (the "December 2025 Term Sheet Loan" and, together with the November 2025 Term Sheet, the "Term Sheet Loans"). *See* Exhibit C. Under the December 2025 Term Sheet Debtors borrowed 1,500 ETH for an open term with an earliest termination date of January 12, 2026. Notably, the Term Sheet Loan did not identify any specific Collateral. And Debtors never provided any Collateral to Defendant.

5. Under the MLA, the Debtors were to provide Collateral to Defendant. But, the Debtors never delivered this Collateral. Defendant acknowledged in writing that the Collateral was never delivered.

6. On February 10, 2026, less than 90 days before the filing of the Chapter 11 Cases (such 90-day period, the "Preference Period"), Defendant filed two UCC-1 financing statements with the Illinois Secretary of State and two UCC-1 financing statements with the District of Columbia (collectively, the "Financing Statements"), purporting to perfect a security interest in the Collateral (the purported "Security Interest"). But this attempted perfection fails for three reasons: (1) there is no Collateral for which Defendant had a right to file a UCC-1 financing statement because no Collateral was identified in the Term Sheet Loans and Debtors never provided any such Collateral; (2) while Defendant does not specify in its Financing Statements any specific Collateral and whether it is in fiat or cryptocurrency, either asset would have required Defendant to have control over the asset in order to perfect the Security Interest; and (3) the

[2] Just like bitcoin (BTC) is the native token of the Bitcoin blockchain, ETH refers to the native cryptocurrency token of the Ethereum blockchain. Behind BTC, ETH is the second largest cryptocurrency by market capitalization.

Financing Statement is too vague to be effective as it just references "U.S. dollars and Digital Currency valued at $5,985,702, which represents 120% of the value of the loaned assets."[3] Accordingly, Defendant is merely an unsecured creditor that filed Financing Statements in an unsuccessful attempt to elevate its status to a secured creditor.

7. And, even if the Financing Statements had been effective to perfect the purported Security Interest (which they were not), the Financing Statements were filed during the Preference Period and therefore the Defendant's Security Interest may be avoided as a preferential transfer.

8. For these reasons, among others, the Debtors seek a declaratory judgment that Defendant is merely an unsecured creditor of the Debtors or, in the alternative, to avoid the Security Interest as a preference.

JURISDICTION AND VENUE

9. The United States Bankruptcy Court for the District of Delaware (the "Court") has subject matter jurisdiction over this Adversary Proceeding pursuant to 28 U.S.C. §§ 157 and 1334(b) because it arises under the Bankruptcy Code and arises in and relates to cases pending under the Bankruptcy Code.

10. This Adversary Proceeding is a "core" proceeding to be heard and determined by the Court pursuant to 28 U.S.C. § 157(b)(2).

11. In accordance with Rule 7008-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware, the Debtors confirm their consent to the entry of a final order or judgment by the Court in connection with this Adversary Proceeding to the extent that it is later determined that the Court, absent consent of the parties to this action, cannot enter a final order or judgment in connection herewith consistent with Article III of the United States Constitution.

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[3] There is an identical filing in connection with the December 2025 Term Sheet for $7,266,744.

12. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409(a).

PARTIES

13. The Debtors (or "BlockFills") are plaintiffs in this Adversary Proceeding.

14. Defendant Artha Investment Partners LLC was a customer of the Debtors.

FACTUAL BACKGROUND

I. The Chapter 11 Cases

15. On March 15, 2026 (the "Petition Date"), each Debtor commenced a case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Court.

16. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

17. On March 27, 2026, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors in the Chapter 11 Cases (the "Committee") pursuant to Bankruptcy Code section 1102(a) [Docket No. 104]. No trustee or examiner has been appointed in the Chapter 11 Cases.

18. Additional information regarding the Debtors and the Chapter 11 Cases, including the reasons for and objectives of the Chapter 11 Cases, is set forth in the *Declaration of Mark Renzi in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 3] (the "First Day Declaration").

II. The Debtors' Relationship with Defendant

19. Pursuant to the Debtors' borrowing and lending activities, Debtor Reliz Ltd. and Defendant executed the MLA on November 14, 2022. *See* Exhibit A. Under the MLA, the Debtors had the ability to borrow cryptocurrency from Defendant. *See id.* at 1. Defendant had the

discretion to extend a loan to the Debtors on terms acceptable to Defendant and as set forth in a corresponding term sheet. *See id*., Section II(a).

20. If Defendant agreed to make a loan to the Debtors in the form of cryptocurrency, Defendant was required to send cryptocurrency to the Debtors' cryptocurrency wallet. *See* Exhibit A, Section II(b).

21. The MLA also set forth collateral requirements for any loan. The MLA states that "prior to or concurrently with the transfer of the [l]oaned [a]ssets to [Debtors]" the Debtors were required to "transfer to [Defendant] the agreed upon Collateral." *Id*., Section IV(a). Unless otherwise agreed to in the term sheet, the MLA provides that the Collateral for any loan "shall initially be 120% of the value of the [l]oaned [a]ssets." *Id*. The Collateral was valued in U.S. Dollars. *Id*.

22. The MLA also stated that:

> **The Collateral transferred by [Debtors] to [Defendant]**, as adjusted herein, **shall be security for [Debtors'] obligations in respect of such Loan** and for any other obligations of [Debtors] to [Defendant] hereunder.

Id. (emphasis added).

23. On November 28, 2025, the Debtors and Defendant executed the November 2025 Term Sheet. *See* Exhibit B. The November 2025 Term Sheet stated that the Debtors would borrow 2,000 ETH for an open term and earliest termination date of December 29, 2025. *See id*. On the date of execution of the November 2025 Term Sheet, the value of 2,000 ETH was approximately $6 million. *See* CoinMarketCap, *Ethereum Historical Data*, available at https://coinmarketcap.com/currencies/ethereum/historical-data/.

24. The Debtors did not transfer any Collateral to Defendant for the November 2025 Term Sheet.

25. Just a few weeks later, on December 10, 2025, the Debtors and Defendant executed the December 2025 Term Sheet. *See* Exhibit C. The December 2025 Term Sheet stated that the Debtors would borrow 1,500 ETH for an open term and earliest termination date of January 12, 2026. *See id*. On the date of execution of the November 2025 Term Sheet, the value of 1,500 ETH was approximately $5 million. *See* CoinMarketCap, *Ethereum Historical Data*, available at https://coinmarketcap.com/currencies/ethereum/historical-data/. Combined with the November 2025 Term Sheet, the Debtors borrowed a total of 3,500 ETH from Defendant, which is currently valued at approximately $7 million. *See id*.

26. The Debtors never transferred any Collateral to Defendant for the December 2025 Term Sheet. Defendant knowingly funded the loans pursuant to the November 2025 Term Sheet and December 2025 Term Sheet without requiring the Collateral. At the time of the funding, Defendant did not declare any default or demand the Collateral contemporaneously.

27. On February 10, 2026, Defendant filed its first Financing Statement with the Illinois Secretary of State. The statement referenced the collateral as "U.S. Dollars and Digital Currency valued at $7,266,744.00, which represents 120% of the value of the Loaned Assets." Exhibit D.

28. On February 10, 2026, Defendant filed a second Financing Statement with the Illinois Secretary of State. The statement referenced the collateral as "U.S. Dollars and Digital Currency valued at $5,985,702.00, which represents 120% of the value of the Loaned Assets." Exhibit E.

29. On February 10, 2026, Defendant filed its first Financing Statement with the District of Columbia. The statement referenced the collateral as "U.S. Dollars and Digital Currency valued at $7,266,744.00, which represents 120% of the value of the Loaned Assets." Exhibit F.

30. On February 10, 2026, Defendant filed a second Financing Statement with the District of Columbia. The statement referenced the collateral as "U.S. Dollars and Digital Currency valued at $5,985,702.00, which represents 120% of the value of the Loaned Assets." Exhibit G.

31. Nothing in the Term Sheet Loans authorized Defendant to file these Financing Statements:

EXHIBIT B OR LOAN TERM SHEET TO MASTER LOAN AGREEMENT

This exhibit B or loan term sheet (the "Term Sheet") is made by Reliz Ltd, a limited company organized under the laws of the Cayman Islands with its principal place of business at 4th Floor Century Yard, Cricket Square, Georgetown Grand Cayman KY1-1209 Cayman Islands [Borrower] and Artha Investment Partners LLC, [Lender], parties to the Master Loan Agreement dated as of 14th of November of 2022. (the "Agreement").

Approved Loan
The Term Sheet will include the terms of this specific loan, as follows:

Initial Date:	12/10/2025
Open Term Loan:	[YES]
Earliest Date for Termination:	01/12/2026
Loaned Asset:	ETH
Loan Amount:	1,500
Loan Fee (Annualized Rate/360):	0.06

Date of Signature: 12 / 10 / 2025 — 12 / 10 / 2025

Lender — Borrower

By: Prince Jindal — By: Dan Schak

Title: Sole member of Artha Investment Partners LLC — Title: Head of Trading Operations and Risk

See, e.g. Exhibit B and Exhibit C (Exhibit C shown above).

32. The Financing Statements themselves are also deficient. Each lists the collateral as "U.S. Dollars and Digital Currency valued at…" *See* Exhibit D – Exhibit G. But, interests in currency can only be perfected through control. And on February 18, 2026, Defendant sent the Debtors a letter demanding the return of the loaned assets or payment of the Collateral, thereby admitting that the Debtors "failed to provide [Defendant] with the Collateral required under the terms of the MLA." *See* Exhibit H.

33. The Financing Statements are further deficient because they fail to identify the Collateral with sufficient specificity. Describing currency by a value amount without providing further details (such as account and bank information) fails to put third parties on notice.

34. On March 15, 2026, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court.

35. A timeline of the events is summarized below:

TIMELINE		
Debtors and Defendant Execute MLA	November 14, 2025	
Execution of November 2025 Term Sheet Loan	November 28, 2025	
Execution of December 2025 Term Sheet Loan	December 10, 2025	
Defendant Files Financing Statements	February 10, 2026	**88 days** after the Debtors executed the MLA **74 days** after the Debtors incurred the November 2025 Term Sheet Loan **62 days** after the Debtors incurred the December 2025 Term Sheet Loan
Petition Date	March 15, 2026	**33 days** after Defendant filed the Financing Statements

III. The Security Interest Is Avoidable

36. Section 547 provides that the trustee may avoid certain transfers as long as the five requirements of Section 547(b) are met.[4]

[4] 11 U.S.C. § 547(b) stating:
(b) Except as provided in subsections (c) and (i) of this section, the trustee may, based on reasonable due diligence in the circumstances of the case and taking into account a party's known or reasonably

37. *First*, the transfer must be "to or for the benefit of a creditor." 11 U.S.C § 547(b)(1). Defendant purported to perfect its Security Interest in the Collateral by filing the Financing Statements. The perfection of the Security Interest constitutes a transfer under section 101(54)(A), and it was for the benefit of a creditor because Defendant is a creditor of the Debtors under the Term Sheet Loans.

38. *Second*, the transfer must be "for or account of an antecedent debt owed by the debtor before such transfer was made." 11 U.S.C. § 547(b)(2). The Financing Statements were filed to perfect a security interest in the Collateral required to be provided in connection with the prepetition Term Sheet Loans. Thus, the Financing Statements were filed on account of debt previously incurred under the Term Sheet Loans.

39. *Third*, the transfer must have been "made while the debtor was insolvent." 11 U.S.C. § 547(b)(3). The Debtor was both actually insolvent and presumptively insolvent pursuant to Bankruptcy Code section 547(f) on February 10, 2026—when Defendant filed the Financing Statements.

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knowable affirmative defenses under subsection (c), avoid any transfer of an interest of the debtor in property—
(1) to or for the benefit of a creditor;
(2) for or on account of an antecedent debt owed by the debtor before such transfer was made;
(3) made while the debtor was insolvent;
(4) made—
  (A) on or within 90 days before the date of the filing of the petition; or
  (B) between ninety days and one year before the date of the filing of the petition, if such creditor at the time of such transfer was an insider; and
(5) that enables such creditor to receive more than such creditor would receive if—
  (A) the case were a case under chapter 7 of this title;
  (B) the transfer had not been made; and
  (C) such creditor received payment of such debt to the extent provided by the provisions of this title.

40. *Fourth*, the transfer must have been made during the Preference Period. 11 U.S.C. § 547(b)(4). Defendant filed the Financing Statements on February 10, 2026, which was within the Preference Period.

41. *Fifth*, the transfer must have enabled the creditor to whom the transfer was made (or for whose benefit the transfer was made) to receive a greater recovery on account of its claim than it would have received in a hypothetical case under chapter 7 of the Bankruptcy Code had such transfer not been made. 11 U.S.C. § 547(b)(5)(A)–(C). If Defendant perfected its Security Interest in the Collateral by filing the Financing Statements, it would receive 100% of the proceeds of the Collateral up to the amount of its secured claim. Without a perfected security interest, Defendant would share pro-rata with all other general unsecured creditors in the proceeds of Collateral. Accordingly, perfection of Defendant's Security Interest would enable Defendant to receive a greater recovery on account of its claim.

42. As such, the purported perfection of Defendant's Security Interest satisfies each element of section 547(b) and, accordingly, the Defendant's Security Interest is avoidable.

43. During the course of this proceeding, the Debtors may learn (through discovery or otherwise) of additional transfers made to or for the benefit of Defendant during the Preference Period and the Debtors reserve their right to amend this original Complaint to include: (i) further information regarding the Financing Statements and Security Interest; (ii) additional transfers; (iii) modifications of and/or revisions to Defendant's name; (iv) additional defendants, either as subsequent transferees pursuant to § 550 or otherwise; and/or (v) additional causes of action, if applicable (collectively, the "Amendments"), that may become known to the Debtors at any time during this Adversary Proceeding, through formal discovery or otherwise, and for the Amendments to relate back to this original Complaint.

CAUSES OF ACTION

Count I
Declaratory Judgment that Defendant is an Unsecured Creditor
Bankruptcy Rule 7001

41. The Debtors repeat and re-allege each and every allegation in the preceding paragraphs as if set forth fully herein.

42. Defendant loaned 3500 ETH to the Debtors pursuant to the Term Sheet Loans.

43. Despite the requirements of the Term Sheet Loans, the Debtors did not provide Defendant with any Collateral to secure the Term Sheet Loans.

44. Although Defendant filed Financing Statements to perfect its Security Interest in the Collateral, the Financing Statements were ineffective because, among other things, no Collateral had been provided to Defendant.

45. Accordingly, the Debtors request entry of a declaratory judgment determining Defendant is an unsecured creditor of the Debtors.

Count II
Avoidance of Preferential Transfer
11 U.S.C. § 547(b)

46. The Debtors repeat and re-allege each and every allegation in the preceding paragraphs as if set forth fully herein.

47. Even if Defendant were a secured creditor, its Security Interest may be avoided under section 547(b) of the Bankruptcy Code.

48. At the time Defendant filed the Financing Statements, Defendant was a creditor of the Debtors within the meaning of section 101(10) of the Bankruptcy Code pursuant to the Term Sheet Loans.

49. Defendant purported to perfect its Security Interest in the Collateral by filing the Financing Statements. The perfection of the Security Interest constitutes a transfer under section 101(54)(A), and it was for the benefit of a creditor because Defendant is a creditor of the Debtors under the Term Sheet Loans.

50. The Financing Statements were filed to perfect a Security Interest in the Collateral required to be provided in connection with the prepetition Term Sheet Loans. Thus, the Financing Statements were filed on account of debt previously incurred under the Term Sheet Loans.

51. The Financing Statements were filed within the Preference Period.

52. At the time the Financing Statements were filed, the Debtors were actually insolvent and presumed insolvent pursuant to section 547(f) of the Bankruptcy Code.

53. If the Security Interest is not avoided, Defendant would receive more than it would have received in a hypothetical chapter 7 case.

54. The Debtors have conducted reasonable due diligence into the circumstances underlying this Adversary Proceeding and have taken into account the known or reasonably knowable affirmative defenses, including potential defenses under section 547(c) of the Bankruptcy Code, and believe the Security Interest is avoidable.

55. Accordingly, the Debtors are entitled to avoid the Security Interest as a preference pursuant to section 547(b) of the Bankruptcy Code.

PRAYER FOR RELIEF

WHEREFORE, the Debtors request that the Court grant the following relief:

A. Enter a declaratory judgement that Defendant is an unsecured creditor of the Debtors under the Term Sheet Loans;

B. Enter an order finding that the Security Interest is avoidable as a preferential transfer under 11 U.S.C. § 547;

C. Award the Debtors their attorneys' fees, pre- and post-judgment interest, and costs of suit; and

D. Grant the Debtors all other relief, at law or equity, to which they may be entitled.

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Dated: April 8, 2026
Wilmington, Delaware

MCDERMOTT WILL & SCHULTE LLP

/s/ David R. Hurst

David R. Hurst (I.D. No. 3743)
Andrew A. Mark (I.D. No. 6861)
The Brandywine Building
1000 N. West Street, Suite 1400
Wilmington, Delaware 19801
Telephone: (302) 485-3900
Email: dhurst@mcdermottlaw.com
amark@mcdermottlaw.com

-and-

Darren Azman (admitted *pro hac vice*)
Joseph B. Evans (admitted *pro hac vice*)
R. Ethan Dover (admitted *pro hac vice*)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: dazman@mcdermottlaw.com
jbevans@mcdermottlaw.com
edover@mcdermottlaw.com

-and-

Gregg Steinman (admitted *pro hac vice*)
333 SE 2nd Avenue, Suite 4500
Miami, Florida 33131
Telephone: (305) 358-3500
Email: gsteinman@mcdermottlaw.com

Proposed Counsel for Debtors
and Debtors in Possession

EXHIBIT A

Reliz Master Loan Agreement

RELIZ MASTER LOAN AGREEMENT

This Master Loan Agreement ("Agreement") is made on this November 14th, 2022 ("Effective Date") by and between Artha Investment Partners LLC ("Lender"), organized and existing under the laws of the State of Delaware, with its principal place of business at 3000 NE 2nd Ave, 635 , Miami FL, 33137 and Reliz Ltd ("Reliz" or "Borrower") a limited company organized under the laws of the Cayman Islands with its principal place of business at 4th Floor CenturyYard, Cricket Square, Georgetown Grand Cayman KY1-1209 Cayman Islands..

RECITALS

WHEREAS, subject to the terms and conditions of this Agreement, Borrower may, from time to time, seek to initiate a transaction pursuant to which Lender will lend Digital Currency or U.S. Dollars to Borrower, and Borrower will pay a Loan Fee and return such Digital Currency or U.S. Dollars to Lender upon the termination of the Loan; and

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Borrower and the Lender hereby agree as follows:

I. Definitions

"***Airdrop"*** means a distribution of a new token or tokens resulting from the ownership of a preexisting token. "***Applicable Airdrop***" is an Airdrop for which the distribution of new tokens can be definitively calculated according to its distribution method, such as a pro rata distribution based on the amount of the relevant Digital Currency held at a specified time. A "***Non-Applicable Airdrop***" is an Airdrop for which the distribution of new tokens cannot be definitively calculated, such as a random distribution, a distribution to every wallet of the relevant Digital Currency, or a distribution that depends on a wallet of the relevant Digital Currency meeting a threshold requirement.

"***Authorized Agent***" has the meaning set forth in Exhibit A.

"***Borrower***" means Reliz Ltd.

"***Borrowed Amount***" refers to the value of the Loaned Assets in U.S. dollars on the Loan Effective Date.

"***Borrower Email***" means: settlements@blockfills.com

"***Business Day***" means a day on which Reliz is open for business, following the New York Stock Exchange calendar of holidays.

"***Business Hours***" means between the hours of 9:00 am to 5:00 pm New York time on a Business Day.

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"***Call Option***" means Lender has the option to demand immediate payment of a portion or the entirety of the Loan Balance at any time, subject to this Agreement.

"Close of Business" means 5:00 pm New York time.

"Collateral" or "Collateral Asset" is defined as set forth in Section IV(a).

"Collateral Call" means the right of the Lender to request a collateral adjustment for additional amounts if the current collateral value is lesser than the Ratio for Collateral Call.

"Collateral Return" means the right of the Borrower to request a collateral return for exceeding amounts if the current collateral value is greater than the Ratio for Collateral Return.

"Crypto Currency Reference Rate" means cryptocurrency exchange rate as used by Reliz for initial loan and subsequent Collateral calculations. Reliz is the sole calculation agent of this rate, except if differently established in the Loan Term Sheet.

"***Digital Currency***" means Bitcoin (BTC), Bitcoin Cash (BCH), Ether (ETH), Ether Classic (ETC), or Litecoin (LTC), or any digital currency that the Borrower and Lender agree upon.

"***Digital Currency Address***" means an identifier of alphanumeric characters that represents a digital identity or destination for a transfer of Digital Currency.

"Fixed Term Loan" means a Loan with a pre-determined Maturity Date, where Borrower does not have a Prepayment Option and Lender does not have a Call Option.

"***Hard Fork"*** means a permanent divergence in the blockchain (e.g., when non-upgraded nodes cannot validate blocks created by upgraded nodes that follow newer consensus rules, or an airdrop or any other event which results in the creation of a new token).

"***Lender***" means Artha Investment Partners LLC.

"***Loan***" means a request for a loan or an actual loan of Digital Currency or U.S. Dollars made pursuant to and in accordance with this Agreement and a Loan Term Sheet.

"***Loan Balance***" means the sum of all outstanding amounts of Loaned Assets, including New Tokens, Loan Fees, Late Fees, and any Earlier Termination Fee or New Token Fee for a particular Loan, as defined in Sections III and V.

"***Loan Documents***" means this Master Loan Agreement and any and all Loan Term Sheets entered into between Lender and Borrower.

"***Loan Effective Date***" means the date upon which a Loan begins.

"***Loan Fee***" means the fee paid by Borrower to the Lender for the Loan.

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"***Loan Term Sheet***" means the agreement between Lender and Borrower on the particular terms of an individual Loan, which shall be memorialized in an agreement as set forth in Exhibit B or in a form approved by the Parties comparable therewith and which terms shall supersede those of this Agreement.

"Loan To Value" means the multiplier used to determine the exchange amount between currency and digital currency.

"***Loaned Assets***" means any Digital Currency or U.S. Dollar amount transferred in a Loan hereunder until such Digital Currency (or identical Digital Currency) or U.S. Dollar amount is transferred back to Lender hereunder, except that, if any new or different Digital Currency is created or split by a Hard Fork or other alteration in the underlying blockchain of this Agreement, such new or different Digital Currency shall be deemed to become Loaned Assets in addition to the former Digital Currency for which such exchange is made. For purposes of return of Loaned Assets by Borrower or purchase or sale of Digital Currencies pursuant to Section IX, such term shall include Digital Currency of the same quantity and type as the Digital Currency, as adjusted pursuant to the preceding sentence.

"***Maturity Date***" means the pre-determined future date upon which a Loan becomes due in full.

"Non-Recourse Loan" means a loan that is non-recourse.

"***Open Term Loan***" means a Loan without a Maturity Date where Borrower has a Prepayment Option and Lender has a Call Option.

"***Prepayment Option***" means the Borrower has the option to repay or return the Loaned Assets prior to the Maturity Date, subject to this Agreement.

"Ratio for Collateral Call" means the ratio established in the Loan Term Sheet to calculate the fluctuation of Collateral amount in order to Lender proceed with a Collateral Call.

"Ratio for Collateral Return" means the ratio established in the Loan Term Sheet to calculate the fluctuation of Collateral amount in order to Borrower request a Collateral Return.

"Request Time" means the timeframe of the first twenty-four (24) hours after notice from Lender or Borrower., for Lender or Borrow to comply with Collateral Call or Collateral Return, or the timeframe as established in the Loan Term Sheet. By comply, the Parties will understand fulfill the obligation of presenting funds to the other Party. If such notice is sent in a non-business day, then the count of the twenty-four (24) hours will start on the first hour of the first business day (NY time reference) after the notice.

"***Term***" means the period from the Loan Effective Date through Termination Date.

"***Term Loan with Call Option***" means a Loan with a pre-determined Maturity Date where Lender has a Call Option.

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"***Term Loan with Prepayment Option***" means a Loan with a pre-determined Maturity Date where Borrower has a Prepayment Option.

"***Termination Date***" means the date upon which a Loan is terminated.

II. General Loan Terms.

(a) Loans of Digital Currency or U.S. Dollars

Subject to the terms and conditions hereof, Borrower may, in its sole and absolute discretion, request from the Lender a Loan to Borrower of a specified amount of Digital Currency or U.S. Dollars, and Lender may, in its sole and absolute discretion, extend such Loan or decline to extend such Loan on terms acceptable to Lender and as set forth in a corresponding Loan Term Sheet.

(b) Loan Procedure

From time to time during the Term of this Agreement, during the hours of 9:00 am New York time to 3:00 pm New York time on a Business Day (the "Request Day"), by email directed to prince@arthainvestmentpartners.com (or such other address or medium as Lender may specify in writing), an Authorized Agent of Borrower may request from Lender a Loan of a specific amount of Digital Currency or U.S. Dollars (a "Lending Request"). Provided Lender receives such Lending Request prior to 3:00 pm New York time, Lender shall by email directed to Borrower Email (or such other address as Lender may specify in writing) to inform Borrower whether Lender agrees to make such a Loan. If Lender fails to provide Borrower with an acceptance as to a particular Lending Request prior to Close of Business on the Request Day, such Lending Request shall be deemed to have be denied by Lender. Notwithstanding the provision herein, Lender reserves the right to, at its discretion, accept a Loan request at any time.

As part of its Lending Request, Borrower shall provide the following proposed terms:

(i) Whether U.S. Dollars or Digital Currency, and if Digital Currency, the type of Digital Currency;
(ii) the amount of Digital Currency or U.S. Dollars;
(iii) whether the Loan is to be a Fixed Term Loan, a Term Loan with Prepayment Option, or an Open Term Loan;
(iv) the Loan Effective Date; and
(v) the Maturity Date (if a Fixed Term Loan or a Term Loan with Prepayment Option).

If Lender agrees to make a Loan, Lender shall commence transmission to either (x) the Borrower's Digital Currency Address the amount of Digital Currency, or (y) Borrower's bank account by bank wire the amount of U.S. Dollars, as applicable, as such Digital Currency Address or bank wire instruction is set forth in the Lending Request on or before Close of Business on the Request Day.

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The specific and final terms of a Loan shall be memorialized using the Loan Term Sheet. In the event of a conflict of terms between this Master Loan Agreement and a Loan Term Sheet, the terms in the Loan Term Sheet shall govern.

(c) Loan Repayment Procedure

(i) Loan Repayment

Unless otherwise specified in subsections (ii) and (iii) below or the Loan Term Sheet, upon the earlier of the Maturity Date, the Recall Delivery Day, or the Redelivery Day (as defined below) for a Loan, Borrower shall repay the entirety of the Loan Balance to Lender by Close of Business.

(ii) Call Option

For Loans in which the Lender has a Call Option (e.g. Open Term Loans, etc.), Lender may during Business Hours (the "Recall Request Day") demand repayment of a portion or the entirety of the Loan Balance (the "Recall Amount"). Lender will notify Borrower of Lender's exercising of this right by email to Borrower's Email. Borrower will then have five (5) Business Days after the Recall Request Day (the "Recall Delivery Day") to deliver the Recall Amount.

In the event of a Call Option where Lender demands only a portion of the Loan Balance, Borrower shall repay said portion of the Loan Balance on the Recall Delivery Day and the remaining portion of the Loan Balance on the earlier of the Maturity Date or the subsequent Recall Delivery Day.

(i) Prepayment Option

For Loans in which Borrower has a Prepayment Option (e.g. Open Term Loans, Term Loans with Prepayment Option, etc.), Borrower may notify Lender during Business Hours of Borrower's intent to return the Loan or Lender's exercising of its Call Option without being subject to Early Termination Fees as set forth in Section III(d). Borrower shall provide said notice at least five (5) Business Days prior to the date on which the Borrower will repay all or a portion of the Loan Balance (said later date, the "Redelivery Day"). Borrower's exercising of its Prepayment Option shall not relieve it of any of its obligations herein, including without limitation its payment of owed Loan Fees and Late Fees.

In the event of a Prepayment Option where the Borrower repays only a portion of the Loan Balance, Borrower shall repay said portion of the Loan Balance on the Redelivery Day and the remaining portion of the Loan Balance on the earlier of the Maturity Date, Recall Delivery Day, or subsequent Redelivery Day.

(d) Termination of Loan

A Loan will terminate upon the earlier of:

(i) the Maturity Date;

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(ii) the repayment of the Loan Balance by Borrower prior to the Maturity Date;

(iii) the occurrence of an Event of Default as defined in Section VII; however, Lender shall have the right in its sole discretion to suspend the termination of a Loan under this subsection (iii) and reinstitute the Loan. In the event of reinstitution of the Loan pursuant to the preceding sentence, Lender does not waive its right to terminate the Loan hereunder; or

(iv) in the event any or all of the Loaned Assets becomes in Lender's sole discretion a risk of being: (1) considered a security, swap, derivative, or other similarly-regulated financial instrument or asset by any regulatory authority, whether governmental, industrial, or otherwise, or by any court of law or dispute resolution organization. arbitrator, or mediator; or (2) subject to future regulation materially impacting this Agreement, the Loan, or Lender's business.

Nothing in the forgoing shall cause, limit, or otherwise affect the Term and termination of this Agreement except as specified in Section XXIV.

e) Non-recourse Loan.

A non-recourse loan is a specific loan where in the event of a collateral adjustment call that is not met by Borrower within the Request Time, Borrower will forfeit all Collateral, having no right to a reassignment of any Collateral and Lender will have no additional right to collect any further principal or interest payment from Borrower.

(i) In the event the collateral call is no met in the non-recourse loan, the loan will be considered effective immediately terminated.
(ii) The Term Sheet will indicate if the loan is non-recourse or not.

f) Open Term Loan

A Loan with a Maturity Date can become an Open Term Loan. In this case, the Loan Term Sheet must establish the "Earliest Date of Termination" ("Earliest Date for Termination" means the pre-determined minimum future date after upon a loan becomes in full an Open Term Loan).

III. Loan Fees and Transaction Fees.

(a) Loan Fee

Unless otherwise agreed, Borrower agrees to pay Lender a financing fee on each Loan (the "Loan Fee"). When a Loan is executed, the Borrower will be responsible to pay the Loan Fee as agreed to herein and annualized in the relevant Loan Term Sheet and subject to change if thereafter agreed

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by Borrower and Lender. Except as Borrower and Lender may otherwise agree, Loan Fees shall accrue from and include the date on which the Loaned Digital Currencies are transferred to Borrower to the date on which such Loaned Digital Currencies are repaid in their entirety to Lender. For any Loan, the minimum Loan Fee shall be the Loan Fee that would accrue for one day.

Lender shall calculate any Loan Fees owed on a daily basis and provide Borrower with the calculation upon request. The Loan Fee will be calculated off all outstanding portions of the Loaned Fiat Currencies. The Loan Fee is payable per the terms in the Loan Term Sheet.

(b) Origination Fee

For certain Loans, Lender may charge Borrower a fee (the "Origination Fee") to be paid at the time the Collateral is delivered to Lender. If an Origination Fee applies to a Loan, the Loan Term Sheet shall set forth the amount of the Origination Fee and whether the Origination Fee is to be paid in U.S. Dollars or in a Digital Currency.

(c) Late Fee

For each Calendar Day in excess of the Maturity Date or the Recall Delivery Day (whichever is applicable) in which Borrower has not returned the entirety of the Loaned Assets or failed to timely pay any outstanding Loan Fee in accordance with section III(c), Borrower shall incur an additional nominal fee (the "Late Fee") of a percentage amount as agreed up in the Loan Term Sheet by the Parties (annualized, calculated daily) on all outstanding portions of the Digital Currency and Loan Fees. If a Late Fee is imposed under this Section III(b) due to an event that would constitute an Event of Default under Section VIII, the imposition of a Late Fee by the Lender does not constitute a waiver of its right to declare an Event of Default for the same event.

(d) Payment of Loan Fees and Late Fees

Unless otherwise agreed in the Loan Term Sheet, any Loan Fee or Late Fees payable hereunder shall be paid by Borrower upon the earlier of (i) five (5) Business Days after receipt of an invoice from Lender or (ii) the termination of all Loans hereunder (the "Payment Due Date"). An invoice for Loan Fees and any Late Fees (the "Invoice Amount") shall be sent out on the first Business Day of the month and shall include any Loan Fees, Late Fees, and Early Termination Fees incurred during the previous month. Borrower shall have up to five Business Days from the date of said Invoice to pay the Invoice Amount. Failure of Lender to timely send an invoice in accordance with the preceding sentence shall not be considered a material default under Section VIII(d) nor shall it relieve Borrower of its obligation to pay any Loan Fees, Late Fees, and Early Termination Fees owed herein nor negate any Event of Default resulting from Borrower's failure to timely pay such fees. The Loan Fee, Late Fees, and Early Termination Fees shall be payable, unless otherwise agreed by the Borrower and Lender in the Loan Term Sheet, whether U.S. Dollars or Digital Currency on the same blockchain and of the same type that was loaned by the Lender during the Loan.

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Notwithstanding the foregoing, in all cases, all Loan Fees, Late Fees, and Early Termination Fees shall be payable by Borrower immediately upon the occurrence of an Event of Default hereunder by Borrower.

(e) Early Termination Fees

For Fixed Term Loans and Term Loans with Call Options, if Borrower returns the Loaned Assets prior to the Maturity Date, Borrower shall pay to Lender a fee equal to the Loan Fee, as well as additional fees and charges as established in the Loan Term Sheet, that would have accrued from the date of the repayment until the Maturity Date of the Loan (the "Early Termination Fee"). The Early Termination Fee is due with the repayment of the Loaned Assets. The Early Termination Fee shall not apply if Borrower returns the Loaned Assets to Lender in the event of a Hard Fork for the purposes of allowing Lender to split the tokens in accordance.

(f) Taxes and Fees

All transfer or other taxes or third party fees payable with respect to the transfer, repayment, and/or return of any Loaned Assets or Collateral hereunder shall be paid by Borrower.

IV. Collateral Requirements

(a) Collateral

Unless otherwise agreed by the parties, or modified in the Loan Term Sheet or as set forth below, Borrower shall provide as collateral an amount of U.S. Dollars or Digital Currency (such choice at the sole discretion of the Lender) to be determined and agreed upon by the Borrower and Lender ("Collateral") and memorialized using the Loan Term Sheet. Unless otherwise agreed by the parties in the Loan Term Sheet, the Collateral shall initially be 120% of the value of the Loaned Assets, such value determined by a spot rate agreed upon in the Loan Term Sheet. Borrower shall, prior to or concurrently with the transfer of the Loaned Assets to Borrower, but in no case later than the Request Time, transfer to Lender the agreed upon Collateral.

Collateral shall always be valued in U.S. Dollars, but Borrower may, if mutually agreed by both parties, provide the Collateral (in whole or in part) to Lender in Digital Currency in an amount equal to the value of the Collateral in U.S. Dollars at a spot rate determined by Lender. For the avoidance of doubt, upon the repayment of the Loaned Assets at the termination of a Loan, Lender shall return to Borrower the same amount and type of Collateral that was deposited, net of any Additional Collateral or Margin Call adjustments (as defined below in Section IV(c)). If a Hard Fork in the blockchain of the Digital Currency serving as Collateral occurs while Lender is holding Digital Currency as Collateral, Lender shall return the New Tokens to Borrower in addition to the Collateral and Additional Collateral.

The Collateral transferred by Borrower to Lender, as adjusted herein, shall be security for Borrower's obligations in respect of such Loan and for any other obligations of Borrower to Lender hereunder. Borrower hereby pledges with, assigns to, and grants Lender a continuing first priority security interest in, and a lien upon, the Collateral, which shall attach upon the transfer of the

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Loaned Assets by Lender to Borrower and which shall cease upon the return of the Loaned Assets by Borrower to Lender. In addition to the rights and remedies given to Lender hereunder, Lender shall have all the rights and remedies of a secured party under the UCC.

During the term of the Loan, Borrower agrees and affirms Lender's entitlement to and use of the Collateral, including but not limited use in lending, investing, transferring to bank and other accounts upon which Lender, or a third party, is the account holder or the beneficiary, or re-pledging as collateral in other transactions involved with Lender's digital currency lending and borrowing business. Such entitlement and use shall not relieve Borrower or Lender of any of its obligations hereunder.

(b) Loan and Collateral Transfer

If Lender transfers Loaned Assets to Borrower and Borrower does not transfer Collateral to Lender as provided in Section IV(a), Lender shall have the absolute right to the return of the Loaned Assets; and if Borrower transfers Collateral to Lender, as provided in Section IV(a), and Lender does not transfer the Loaned Assets to Borrower, Borrower shall have the absolute right to the return of the Collateral.

(c) Margin Calls

If during the Term of a Loan the value of the Loaned Assets increases, or the value of the Collateral decreases. The , so that the value of the Loaned Assets becomes equal to or greater than the value of the Collateral (the "Margin Call Limit"), Lender shall have the right to require Borrower a Collateral Call so that the Collateral is at least the same percentage indicated in Section IV(a) relative to the value of the Loaned Assets (the "Additional Collateral"). The parties may modify this standard in the Loan Term Sheet by (i) setting a different ratio of the value of the Loaned Assets and Collateral or (ii) the creation of a Margin Call rate to be indicated on the Loan Term Sheet., In the event of the creation of a change in the ratio or rate, Lender shall have the right to require Borrower to contribute Additional Collateral so that the Collateral is at least the same percentage in the applicable Loan Term Sheet, relative to the value of the Loaned Assets at the new ratio or rate.

In the event the value of the Loaned Assets decreases below the value of the Collateral, Borrower may request a Collateral Return. In this case, Lender will return a portion of the Collateral in an amount determined by the Parties in the Loan Term Sheet; however, in such an event, Lender reserves its rights under this Section IV to request Borrower to contribute collateral up to the original amount of Collateral and also Additional Collateral if required.

If Lender requires Borrower to contribute Additional Collateral, it shall send an email notification or instant message by Telegram (the "First Notification") to the Borrower at the email address or Telegram address indicated in Section XV or Exhibit A (or such other address as the parties shall agree to in writing) that sets forth: (i) the value of the Loaned Assets, (ii) the value of the Collateral, (iii) the ratio or rate, if applicable, and (iv) the amount of Additional Collateral required based on the Margin Call. Borrower shall have twenty-four (24) hours from the start of the first business day (NY time reference) (Request Time) from the time Lender sends such First Notification to (x)

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respond and send payment to Lender in accordance with subsection (d) below, or (y) respond that the value of the Loaned Assets, value of the Collateral, , has decreased sufficiently such that it is no longer at or above the Margin Call Limit. If Lender agrees by email or Telegram that Borrower's response according to (y) above is correct, then no other action is required by Borrower. If Lender fails to agree by email or Telegram with Borrower's response in accordance with (y) by Close of Business that same day, such shall be deemed as Lender's rejection of Borrower's response and a re-statement of Lender's original demand for Borrower to contribute Additional Collateral.

If Borrower fails to respond to the First Notification within the Request Time, or Lender rejects Borrower's response pursuant to (y) above, whether affirmatively by Telegram, email or by non-reply as set forth above, Lender shall have the option to declare an Event of Default under Section VII below.

Borrower acknowledges that its obligations hereunder, including those in this Section IV, continue regardless of Lender's request for Additional Collateral and Borrower's acceptance or rejection of the same.

(d) Payment of Additional Collateral

Payment of the Additional Collateral shall be made by bank wire to the account specified in the Loan Term Sheet or, where Digital Currency is Collateral, into an applicable Digital Currency Address, or by a return of the amount of Loaned Assets necessary to make the Collateral percentage indicated in the Loan Term Sheet correct based on the Margin Call Limit. For any return of Loaned Assets made in accordance with this Section, Borrower is still responsible for payment of any Early Termination Fees that apply to the particular Loan.

(e) Return of Collateral

Upon Borrower's repayment of the Loan and acceptance by Lender of the Loaned Assets into Lender's Digital Currency Address, with such delivery being confirmed on the relevant Digital Currency blockchain ten times, Lender shall initiate the return of Collateral within the Request Time to a bank account designated by Borrower or, where Digital Currency is Collateral, into an applicable Digital Currency Address on the behalf of Borrower.

V. Hard Fork

(a) Notification.

Lender shall be required to provide notification to Borrower of an upcoming Hard Fork in the Digital Currency of any Borrowed Amounts.
[1]

(b) No Immediate Termination of Loans Due to Hard Fork.

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In the event of a Hard Fork, the terms set forth on a Loan Term Sheet for any outstanding Loans will not be affected and the Loans will not be immediately terminated as a result of the Hard Fork.

(c) Obligation to Deliver Eligible New Currency.

On the Maturity Date or other date of termination of a Loan pursuant to the terms of this Agreement, notwithstanding anything to the contrary in the Agreement, (i) Borrower will deliver to Lender any Eligible New Currency in respect of any Borrowed Amounts during the term of such Loan, and (ii) Lender will deliver to Borrower any Eligible New Currency in respect of any Collateral (subject to the obligation to return Collateral set forth herein) not yet returned to Borrower during the term of such Loan. The amount of such Eligible New Currency will be the amount of such Eligible New Currency to which a holder of the applicable Digital Currency would be entitled in connection with such Hard Fork based on the Borrowed Amount or Collateral not yet returned, as applicable, in connection with such Hard Fork, as determined by Calculation Agent in good faith.

VI. Representations and Warranties.

The parties to this Agreement hereby make the following representations and warranties, which shall continue during the term of this Agreement and any Loan hereunder:

(a) Each party hereto (individually, a "Party", collectively the "Parties") represents and warrants that (i) it has the power to execute and deliver this Agreement, to enter into the Loans contemplated hereby and to perform its obligations hereunder, (ii) it has taken all necessary action to authorize such execution, delivery and performance, and (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.

(b) Each Party hereto represents and warrants that it has not relied on the other for any tax or accounting advice concerning this Agreement and that it has made its own determination as to the tax and accounting treatment of any Loan, any Digital Currency, Collateral, or funds received or provided hereunder.

(c) Each Party hereto represents and warrants that it is acting for its own account.

(d) Each Party hereto represents and warrants that it is a sophisticated party and fully familiar with the inherent risks involved in the transaction contemplated in this Agreement, including, without limitation, risk of new financial regulatory requirements, potential loss of money and risks due to volatility of the price of the Loaned Assets, and voluntarily takes full responsibility for any risk to that effect.

(e) Each Party represents and warrants that it is not insolvent and is not subject to any bankruptcy or insolvency proceedings under any applicable laws

(f) Each Party represents and warrants there are no proceedings pending or, to its knowledge, threatened, which could reasonably be anticipated to have any adverse effect on the

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transactions contemplated by this Agreement or the accuracy of the representations and warranties hereunder or thereunder.

(g) Each Party represents and warrants that to its knowledge the transactions contemplated in this Agreement are not prohibited by law or other authority in the jurisdiction of its place of incorporation, place of principal office, or residence and that it has necessary licenses and registrations to operate in the manner contemplated in this Agreement.

(h) Lender represents and warrants that it has, or will have at the time of the loan of any Digital Currency, the right to lend such Loaned Assets subject to the terms and conditions hereof.

(i) Borrower represents and warrants that it has, or will have at the time of return of any Loaned Assets, the right to lend such Loaned Assets subject to the terms and conditions hereof, and, free and clear of all liens and encumbrances other than those arising under this Agreement.

(j) Borrower represents and warrants that it has, or will have at the time of transfer of any Collateral, the right to grant a first priority security interest in said Collateral subject to the terms and conditions hereof.

VII. Covenants

Promptly upon (and in any event within seven (7) Business Days after) the execution of this Agreement, each Party shall furnish the other Party with their most recent audited annual and (if applicable) quarterly financial statements and any other financial statements mutually agreed upon by Borrower and Lender. For each successive year, Borrower shall also furnish Lender with Borrower's future audited annual financial statements by Borrower's fiscal year end or within seven (7) Business Days thereof.

VIII. Default

It is further understood that any of the following events shall constitute an event of default hereunder, and shall be herein referred to as an "Event of Default" or "Events of Default":

(a) the failure of the Borrower to return any and all Loaned Assets and any New Tokens upon termination of any Loan;

(b) the failure of the Lender to return any and all Collateral and any New Tokens upon termination of any Loan

(c) the failure of Borrower to pay any and all Loan Fees, Late Fees, or Early Termination Fees when due hereunder, or to remit any New Tokens or pay any New Token Fee; however, Borrower shall have ten days to cure such default;

(d) the failure of either Party to transfer Collateral or Additional Collateral, or a failure by Borrower to respond to Lender's First or Second Notifications, as required by Section IV;

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(e) a material default by either Party in the performance of any of the other agreements, conditions, covenants, provisions or stipulations contained in this Agreement, including without limitation a failure by Borrower to abide by its obligations of this Agreement and Borrower's failure to cure said material default within ten days;

(f) any Event of Default (as such term is defined each applicable Loan Term Sheets) caused by either Party shall occur and shall be continuing beyond any applicable grace periods under such Loan Term Sheets, including but not limited to failure to make any payment due thereunder;

(g) Either Parties default in any other agreement or failure to perform any obligation with the other Party or any of its affiliates;

(h) any bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors or dissolution proceedings that are instituted by or against the Borrower and are not be dismissed within thirty (30) days of the initiation of said proceedings;

(i) any event or circumstance occurs or exists that is a material adverse effect on the business, operations, prospects, property, assets, liabilities or financial condition of, such Party, taken as a whole, or a material adverse effect on the ability of Borrower to perform its obligations under the Loan Documents, including but not limited to the ability to return, transfer, repay, or pay any and all Loaned Assets, Loan Fees, and Late Fees;

(j) Either Party causes or permits any partner, member or other equity interest holder in Borrower to, directly or indirectly, transfer, convey, assign, mortgage, pledge, hypothecate, alienate or lease the partnership interest, membership interest or other equity interest of such partner, member, other equity interest holder of the Party without the other Parties prior written consent. Notwithstanding the foregoing, neither Party shall unreasonably withhold such consent for transfers of membership interests for purposes of estate planning which do not result in a change of control of the Borrower;

(k) any representation or warranty made by either Party in any of the Loan Documents that proves to be incorrect or untrue in any material respect as of the date of making or deemed making thereof; or

(l) either Party notifies the other of its inability to or its intention not to perform its obligations hereunder, or otherwise disaffirms, rejects, or repudiates any of its obligations hereunder.

IX. Remedies

(a) Upon the occurrence and during the continuation of any Event of Default by either Party, either Party may, at its option: (1) declare the entire Loan Balance outstanding for any Loan hereunder immediately due and payable; (2) terminate this Agreement and any Loan upon notice to the defaulting Party; (3) transfer any Collateral from the defaulting Party to

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the Party's operating account necessary for the payment of any nonpayment, liability, obligation, or indebtedness created by this Agreement or by the non defaulting Party in furtherance of its performance hereunder and/or its lending business, including but not limited to using the Collateral to purchase the relevant Digital Currency to replenish non-defaulting Party's supply of the relevant Digital Currency or selling any Collateral in a relevant market for such Digital Currency; (4) purchase on non-defaulting Party's own account a like amount of Loaned Assets in a relevant market for such Digital Currency and then collect from the defaulting Party amounts expended by the defaulting Party for such purchase ; (5) exercise its rights under Section XII herein; and (6) exercise all other rights and remedies available to the non-defaulting Party hereunder, under applicable law, or in equity; provided, that upon any Event of Default pursuant to Section VIII as to a particular Loan, the entire Loan Balance then outstanding hereunder shall automatically become and be immediately due and payable.

(b) On the occurrence of any Event of Default under Sections VIII(g) or (h), this Agreement and any and all Loans made pursuant to this Agreement shall be terminated immediately and become due and payable, and non-defaulting Party shall have immediate right to the Collateral to the fullest extent permitted herein and by law.

(c) In the event that the purchase price of any replacement Digital Currency or Fiat Currency pursuant to Section IX (a)(3) & (a)(4) above exceeds the amount of the Collateral, the defaulting Party shall be liable to the other Party for the amount of such excess together with interest thereon in the amount of 10% or as modified in the Loan Term Sheet. As security for the defaulting Party's obligation to pay such excess, the non-defaulting Party shall have, and defaulting Party hereby grants, a security interest in any property of the defaulting Party then held by or for the non-defaulting Party and a right of setoff with respect to such property and any other amount payable by the non-defaulting Party to the defaulting Party. . The purchase price of replacement Digital Currency purchased under this Section shall include, and the proceeds of any sale of Collateral shall be determined after deduction of, broker's fees and commissions and all other reasonable costs, fees and expense related to such purchase or sale (as the case may be). In the event non-defaulting Party exercises its rights under this Section, The non-defaulting Party may elect in its sole discretion, in lieu of purchasing all or a portion of the replacement Digital Currencies or selling all or a portion of the Collateral, to be deemed to have made, respectively, such purchase of replacement Digital Currencies or sale of Collateral for an amount equal to the price therefor on the date of such exercise obtained from a generally recognized source.

(d) To the extent that the Loans are now or hereafter secured by property other than the Collateral, or by the guarantee, endorsement or property of any other person, then upon an Event of Default by Borrower, Lender shall have the right in its sole discretion to determine which rights, security, liens, security interests or remedies Lender shall at any time pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of them or any of Lender's rights hereunder.

(e) In connection with the exercise of its remedies pursuant to this Section IX, Lender may (1) exchange, enforce, waive or release any portion of the Collateral or Loans in favor of the Lender or relating to any other security for the Loans; (2) apply such Collateral or security

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and direct the order or manner of sale thereof as the Lender may, from time to time, determine; and (3) settle, compromise, collect or otherwise liquidate any such Collateral or security in any manner following the occurrence of an Event of Default, without affecting or impairing the Lender's right to take any other further action with respect to any Collateral or security or any part thereof.

(f) In addition to its rights hereunder, the non-defaulting Party shall have any rights otherwise available to it under any other agreement or applicable law.

X. Rights and Remedies Cumulative.

No delay or omission by either Party in exercising any right or remedy hereunder shall operate as a waiver of the future exercise of that right or remedy or of any other rights or remedies hereunder. All rights of the Parties stated herein are cumulative and in addition to all other rights provided by law, in equity.

XI. Survival of Rights and Remedies

All remedies hereunder and all obligations with respect to any Loan shall survive the termination of the relevant Loan, return of Loaned Assets or Collateral, and termination of this Agreement.

XII. Collection Costs.

In the event either Party fails to pay any amounts due or to return any Digital Currency or Fiat Currency, or upon the occurrence of any Event of Default in Section VIII hereunder, the Party in default shall, upon demand, pay to the other Party all reasonable costs and expenses, including without limitation, reasonable attorneys' fees and court costs, broker fees, and technology costs incurred by the Lender in connection with the enforcement of its rights hereunder.

XIII. Governing Law; Dispute Resolution.

This Agreement is governed by, and shall be construed and enforced under, the laws of the State of Illinois without regard to any choice or conflict of laws rules. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation it shall be finally resolved by arbitration administered in the County of Cook, State of Illinois by the American Arbitration Association under its Commercial Arbitration Rules, or such other applicable arbitration body as required by law or regulation, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The parties agree to waive their rights to a jury trial. If any preceding is brought for the enforcement of this Agreement, then the successful or prevailing party shall be entitled to recover attorneys' fees and other costs incurred in such proceeding in addition to any other relief to which it may be entitled.

XIV. Confidentiality.

(a) Each Party to this Agreement shall hold in confidence all information obtained from the other Party in connection with this Agreement and the transactions contemplated hereby,

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including without limitation any discussions preceding the execution of this Agreement (collectively, "Confidential Information"). Confidential Information shall not include information that the receiving Party demonstrates with competent evidence was, or becomes, (i) available to the public through no violation of this Section XIV, (ii) in the possession of the receiving Party on a non-confidential basis prior to disclosure, (iii) available to the receiving Party on a non-confidential basis from a source other than the other Party or its affiliates, subsidiaries, officers, directors, employees, contractors, attorneys, accountants, bankers or consultants (the "Representatives"), or (iv) independently developed by the receiving Party without reference to or use of such Confidential Information.

(b) Each Party shall (i) keep such Confidential Information confidential and shall not, without the prior written consent of the other Party, disclose or allow the disclosure of such Confidential Information to any third party, except as otherwise herein provided, and (ii) restrict internal access to and reproduction of the Confidential Information to a Party's Representatives only on a need to know basis; provided, however, that such Representatives shall be under an obligation of confidentiality at least as strict as set forth in this Section XIV.

(c) Each Party also agrees not to use Confidential Information for any purpose other than in connection with transactions contemplated by this Agreement.

(d) The provisions of this Section XIV will not restrict a Party from disclosing the other Party's Confidential Information to the extent required by any law, regulation, or direction by a court of competent jurisdiction or government agency or regulatory authority with jurisdiction over said Party; *provided* that the Party required to make such a disclosure uses reasonable efforts to give the other Party reasonable advance notice of such required disclosure in order to enable the other Party to prevent or limit such disclosure. Notwithstanding the foregoing, Lender may disclose the other Party's Confidential Information without notice pursuant to a written request by a governmental agency or regulatory authority.

(e) The obligations with respect to Confidential Information shall survive for a period of three (3) years from the date of this Agreement. Notwithstanding anything in this agreement to the contrary, a Party may retain copies of Confidential Information (the "Retained Confidential Information") to the extent necessary (i) to comply with its recordkeeping obligations, (ii) in the routine backup of data storage systems, and (iii) in order to determine the scope of, and compliance with, its obligations under this Section XIV; provided, however, that such Party agrees that any Retained Confidential Information shall be accessible only by legal or compliance personnel of such Party and the confidentiality obligations of this Section XIV shall survive with respect to the Retained Confidential Information for so long as such information is retained.

XV. Notices.

Doc ID: e5cbfa691f187a6d86d2fe1fb7033057b40cfed7

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement shall be in writing and shall be personally delivered or sent by Express or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as a Party may designate in accordance herewith), or to the respective address set forth below:

Lender:
Artha Investment Partners LLC3000 NE 2nd Ave, 635 , Miami FL, 33137
Attn: Prince Jindal
Email: prince@arthainvestmentpartners.com

Borrower:
Reliz Limited
4th Floor Century Yard Cricket Square
George Town, Grand Cayman KY1-1209
Attn: Thomas Wei
Email: settlements@blockfills.com

Either Party may change its address by giving the other Party written notice of its new address as herein provided.

XVI. Modifications.

All modifications or amendments to this Agreement shall be effective only when reduced to writing and signed by both parties hereto.

XVII. Single Agreement

Borrower and Lender acknowledge that, and have entered into this Agreement in reliance on the fact that, all Loans hereunder constitute a single business and contractual relationship and have been entered into in consideration of each other. Accordingly, Borrower and Lender hereby agree that payments, deliveries, and other transfers made by either of them in respect of any Loan shall be deemed to have been made in consideration of payments, deliveries, and other transfers in respect of any other Loan hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted. In addition, Borrower and Lender acknowledge that, and have entered into this Agreement in reliance on the fact that, all Loans hereunder have been entered into in consideration of each other. Accordingly, Borrower and Lender hereby agree that (a) each shall perform all of its obligations in respect of each Loan hereunder, and that a default in the performance of any such obligation by Borrower or by Lender (the "Defaulting Party") in any Loan hereunder shall constitute a default by the Defaulting Party under all such Loans hereunder, and (b) the non-defaulting Party shall be entitled to set off claims and apply property held by it in respect of any Loan hereunder against obligations owing to it in respect of any other Loan with the Defaulting Party.

XVIII. Entire Agreement.

Doc ID: e5cbfa691f187a6d86d2fe1fb7033057b40cfed7

This Agreement, each exhibit referenced herein, and all Loan Term Sheets constitute the entire Agreement among the parties with respect to the subject matter hereof and supersedes any prior negotiations, understandings and agreements. Nothing in this Section XVIII shall be construed to conflict with or negate Section XVII above.

XIX. Successors and Assigns.

This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, that either Party may not assign this Agreement or any rights or duties hereunder without the prior written consent of the other Party (such consent to not be unreasonably withheld). Notwithstanding the foregoing, in the event of a change of control of Lender or Borrower, prior written consent shall not be required so such Party provides the other Party with written notice prior to the consummation of such change of control. For purposes of the foregoing, a "change of control" shall mean a transaction or series of related transactions in which a person or entity, or a group of affiliated (or otherwise related) persons or entities acquires from stockholders of the Party shares representing more than fifty percent (50%) of the outstanding voting stock of such Party. Neither this Agreement nor any provision hereof, nor any Exhibit hereto or document executed or delivered herewith, or Loan Term Sheet hereunder, shall create any rights in favor of or impose any obligation upon any person or entity other than the parties hereto and their respective successors and permitted assigns. For the avoidance of doubt, any and all claims and liabilities against Reliz arising in any way out of this Agreement are only the obligation of Reliz, and not any of its parents or affiliates, including but not limited to Reliz Technology Group Holdings LLC and Reliz Ltd. The Parties agree that none of Reliz' parents or affiliates shall have any liability under this Agreement nor do such related entities guarantee any of Reliz' obligations under this Agreement.

XX. Severability of Provisions.

Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

XXI. Counterpart Execution.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by email or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by email or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

Doc ID: e5cbfa691f187a6d86d2fe1fb7033057b40cfed7

XXII. Relationship of Parties.

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, to create the relationship of partnership or joint venture between the parties hereto, it being understood and agreed that no provision contained herein shall be deemed to create any relationship between the parties hereto other than the relationship of Borrower and Lender.

XXIII. No Waiver.

The failure of or delay by Lender to enforce an obligation or exercise a right or remedy under any provision of this Agreement or to exercise any election in this Agreement shall not be construed as a waiver of such provision, and the waiver of a particular obligation in one circumstance will not prevent Lender from subsequently requiring compliance with the obligation or exercising the right or remedy in the future. No waiver or modification by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by both parties.

XXIV. Indemnification.

A Party shall indemnify and hold harmless the other Party, or any of its parents or affiliates, from and against any and all third party claims, demands, losses, expenses and liabilities of any and every nature (including attorneys' fees of an attorney of either Parties choosing to defend against any such claims, demands, losses, expenses and liabilities) that it may sustain or incur or that may be asserted against it arising out of the Lenders' lending of Digital Currency or Fiat currency to Borrower under this Agreement, except for any and all claims, demands, losses, expenses and liabilities arising out of or relating to that Party's bad faith, gross negligence or willful misconduct in the performance of its duties under this Agreement. This indemnity shall be a continuing obligation of both Parties, its successors and assigns, notwithstanding the termination of this Agreement.

XXV. Term and Termination.

The Term of this Agreement shall commence on the date hereof, and shall automatically renew for successive one-year terms annually or as defined in the Loan Term Sheet, unless either Party provides notice of a desire to terminate the contract no less than ten (10) days prior to the end of such one year period. The foregoing notwithstanding, this Agreement may be terminated as set forth in Section VIII or upon 30 days' notice by either Party to the other.

In the event of a termination of this Agreement, any Loaned Assets shall be redelivered immediately and any fees owed shall be payable immediately.

XXVI. Miscellaneous.

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Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders where necessary and appropriate. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other Person shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement. The section headings are for convenience only and shall not affect the interpretation or construction of this Agreement. The Parties acknowledge that the Agreement and any Lending Request are the result of negotiation between the Parties which are represented by sophisticated counsel and therefore none of the Agreement's provisions will be construed against the drafter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

LENDER:
Artha Investment Partners LLC

By: _____
Name: Prince Jindal
Title: CEO

BORROWER:

Reliz Limited

By: _____
Name: Thomas Wei
Title: Director of Commercial Lending

Doc ID: e5cbfa691f187a6d86d2fe1fb7033057b40cfed7

EXHIBIT A

This Exhibit A is made by Reliz Ltd, a limited company organized under the laws of the Cayman Islands with its principal place of business at 4th Floor Century Yard, Cricket Square, Georgetown Grand Cayman KY1-1209 Cayman Islands [Borrower] and Artha Investment Partners LLC, [Lender] a limited company organized under the laws of the State of Delaware with its principal place of business at 3000 NE 2nd Ave, 635 , Miami FL, 33137, parties to the Master Loan Agreement dated as of November 14th, 2022 (the "Agreement").

Authorized Agents. The following are authorized to deliver requests on behalf of Borrower in accordance with Section II hereof:

Name: Thomas Wei
Email: thomas.wei@blockfills.com
Telegram:

Name: Dan Schak
Email: dan.schak@blockfills.com
Telegram:

Borrower may change its Authorized Agents by notice given to Lender as provided herein.

Date of Signature: November 14th, 2022

Lender	Borrower
By: Prince Jindal	By:Thomas Wei
Title: CEO	Title:Director of Commercial Lending

Doc ID: e5cbfa691f187a6d86d2fe1fb7033057b40cfed7

EXHIBIT B OR LOAN TERM SHEET TO MASTER LOAN AGREEMENT

This exhibit B or loan term sheet (the "Term Sheet") is made by Reliz Ltd, a limited company organized under the laws of the Cayman Islands with its principal place of business at 4th Floor Century Yard, Cricket Square, Georgetown Grand Cayman KY1-1209 Cayman Islands [Borrower] and Artha Investment Partners LLC, [Lender] a limited company organized under the laws of the State of Delaware with its principal place of business at 3000 NE 2nd Ave, 635 , Miami FL, 33137, parties to the Master Loan Agreement dated as of November 14th, 2022 (the "Agreement").

The Term Sheet will include the terms of this specific loan, as follows:

Initial Date: / /2022

Open Term Loan: [Yes / no]

Termination Date: / / or Earliest Date for Termination / /

LTV (loan to value):

Collateral Asset:

Loaned Asset:

Ratio for Collateral Call:

Loan Amount:

Ratio for Collateral Return:

Crypto Currency Reference Rate:

Initial Collateral Amount:

Account:

Additional fees & charges: .5%

Non-recourse loan: [yes / no]

Date of Signature:

Lender	Borrower
By:	By:
Title:	Title:

Doc ID: e5cbfa691f187a6d86d2fe1fb7033057b40cfed7

HELLOSIGN

Audit Trail

TITLE	MLA_Artha
FILE NAME	Master Loan Agree...ers LLC final.pdf
DOCUMENT ID	e5cbfa691f187a6d86d2fe1fb7033057b40cfed7
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**11 / 15 / 2022** 15:14:28 UTC	Sent for signature to Prince Jindal (prince@arthainvestmentpartners.com) from thomas.wei@blockfills.com IP: 173.2.35.60
VIEWED	**11 / 15 / 2022** 18:05:28 UTC	Viewed by Prince Jindal (prince@arthainvestmentpartners.com) IP: 94.140.11.221
SIGNED	**11 / 15 / 2022** 18:09:08 UTC	Signed by Prince Jindal (prince@arthainvestmentpartners.com) IP: 94.140.11.221
COMPLETED	**11 / 15 / 2022** 18:09:08 UTC	The document has been completed.

EXHIBIT B

November Term Sheet Loan

EXHIBIT B OR LOAN TERM SHEET TO MASTER LOAN AGREEMENT

This exhibit B or loan term sheet (the "Term Sheet") is made by Reliz Ltd, a limited company organized under the laws of the Cayman Islands with its principal place of business at 4th Floor Century Yard, Cricket Square, Georgetown Grand Cayman KY1-1209 Cayman Islands [Borrower] and Artha Investment Partners LLC, [Lender], parties to the Master Loan Agreement dated as of 14th of November of 2022. (the "Agreement").

Approved Loan
The Term Sheet will include the terms of this specific loan, as follows:

Initial Date:	11/28/2025
Open Term Loan:	[YES]
Earliest Date for Termination:	12/29/2025
Loaned Asset:	ETH
Loan Amount:	2,000
Loan Fee (Annualized Rate/360):	0.06

Date of Signature: 11 / 26 / 2025

Lender

By: Prince Jindal

Title: Sole member of Artha Investment Partners LLC

11 / 26 / 2025

Borrower

By: Dan Schak

Title: Head of Trading Operations

Doc ID: afe86baf708b26b4cd6746b1f048658938484614

Dropbox Sign

Audit trail

Title	BF Borrower Artha 2000 ETH 28Nov2025
File name	BF_Borrower_Artha...TH_28Nov2025.docx
Document ID	afe86baf708b26b4cd6746b1f048658938484614
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**11 / 26 / 2025** 19:45:22 UTC	Sent for signature to Prince Jindal (prince@arthainvestmentpartners.com) from dan.schak@blockfills.com IP: 216.80.94.11
VIEWED	**11 / 26 / 2025** 19:48:09 UTC	Viewed by Prince Jindal (prince@arthainvestmentpartners.com) IP: 167.88.82.52
SIGNED	**11 / 26 / 2025** 19:49:15 UTC	Signed by Prince Jindal (prince@arthainvestmentpartners.com) IP: 167.88.82.52
COMPLETED	**11 / 26 / 2025** 19:49:15 UTC	The document has been completed.

EXHIBIT C

December Term Sheet Loan

EXHIBIT B OR LOAN TERM SHEET TO MASTER LOAN AGREEMENT

This exhibit B or loan term sheet (the "Term Sheet") is made by Reliz Ltd, a limited company organized under the laws of the Cayman Islands with its principal place of business at 4th Floor Century Yard, Cricket Square, Georgetown Grand Cayman KY1-1209 Cayman Islands [Borrower] and Artha Investment Partners LLC, [Lender], parties to the Master Loan Agreement dated as of 14th of November of 2022. (the "Agreement").

Approved Loan
The Term Sheet will include the terms of this specific loan, as follows:

Initial Date:	12/10/2025
Open Term Loan:	[YES]
Earliest Date for Termination:	01/12/2026
Loaned Asset:	ETH
Loan Amount:	1,500
Loan Fee (Annualized Rate/360):	0.06

Date of Signature: 12 / 10 / 2025

Lender

By: Prince Jindal

Title: Sole member of Artha Investment Partners LLC

12 / 10 / 2025

Borrower

By: Dan Schak

Title: Head of Trading Operations and Risk

Doc ID: 31ab14903992b6932098986edca350740b186ebe

Dropbox Sign

Audit trail

Title	BF Borrower Artha 1500 ETH 10Dec2025
File name	BF_Borrower_Artha...TH_10Dec2025.docx
Document ID	31ab14903992b6932098986edca350740b186ebe
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**12 / 10 / 2025** 20:21:16 UTC	Sent for signature to Prince Jindal (prince@arthainvestmentpartners.com) from dan.schak@blockfills.com IP: 216.80.94.11
VIEWED	**12 / 10 / 2025** 20:22:23 UTC	Viewed by Prince Jindal (prince@arthainvestmentpartners.com) IP: 167.88.82.52
SIGNED	**12 / 10 / 2025** 20:22:48 UTC	Signed by Prince Jindal (prince@arthainvestmentpartners.com) IP: 167.88.82.52
COMPLETED	**12 / 10 / 2025** 20:22:48 UTC	The document has been completed.

EXHIBIT D

First Financing Statement with the Illinois Secretary of State

[redacted]

RECEIVED

IL SECRETARY OF STATE

UNIFORM COMMERCIAL CODE

02/10/2026 10:44 AM

$20.00 Electronic

32726534 **FS**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Tiffany Christianson 480-664-6319

B. E-MAIL CONTACT AT SUBMITTER (optional)
tiffany.christianson@practus.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
TIffany Christianson
8161 E. Indian Bend Rd., Suite 103
Scottsdale, AZ 85250

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: Reliz Ltd

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4th Fl. CenturyYard, Cricket Squ	George Town	AO	KY1-1209	CYM

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Artha Investment Partners LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3000 NE 2nd Ave., 635	Miami	FL	33137	USA

4. COLLATERAL: This financing statement covers the following collateral:
U.S. Dollars and Digital Currency valued at $7,266,744.00, which represents 120% of the value of the Loaned Assets.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT E

Second Financing Statement with the Illinois Secretary of State

[redacted]

RECEIVED

IL SECRETARY OF STATE

UNIFORM COMMERCIAL CODE

02/10/2026 10:54 AM

$20.00 Electronic

32726569 **FS**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
TIffany Christianson 480-664-6319

B. E-MAIL CONTACT AT SUBMITTER (optional)
tiffany.christianson@practus.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
TIffany Christianson
8161 E. Indian Bend Rd., Suite 103
Scottsdale, AZ 85250

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: Reliz Ltd

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4th Fl. CenturyYard, Cricket Squ	George Town	AO	KY1-1209	CYM

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Artha Investment Partners LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3000 NE 2nd Ave, 635	Miami	FL	33137	USA

4. COLLATERAL: This financing statement covers the following collateral:
U.S. Dollars and Digital Currency valued at $5,985,702.00, which represents 120% of the value of the Loaned Assets.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT F

First Financing Statement with the District of Columbia

Doc #: 2026013260
02/10/2026 05:38 PM

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Tiffany Christianson 480-664-6319

B. E-MAIL CONTACT AT SUBMITTER (optional)
tiffany.christianson@practus.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Attn: Tiffany Christianson - Practus LLP
8161 E. Indian Bend Rd., Suite 103
Scottsdale, AZ 85250

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Reliz Ltd

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO Box 32322, 4th Floor CenturyYard, Cricket Squ.	George Town		KY1-1209	CYM

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3000 NE 2nd Ave., 635	Miami	FL	33137	USA

4. COLLATERAL: This financing statement covers the following collateral:

U.S. Dollars and Digital Currency valued at $7,266,744.00, which represents 120% of the value of the Loaned Assets.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Doc #: 2026013260
Filed & Recorded
02/10/2026 05:38 PM
DANIEL ALTOMARE
DEPUTY RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS

RECORDING FEES	$25.00
SURCHARGE	$5.00
TOTAL:	$30.00

EXHIBIT G

Second Financing Statement with the District of Columbia

Doc #: 2026013261
02/10/2026 05:41 PM

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Tiffany Christianson 480-664-6319

B. E-MAIL CONTACT AT SUBMITTER (optional)
tiffany.christianson@practus.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Attn: Tiffany Christianson - Practus LLP
8161 E. Indian Bend Rd., Suite 103
Scottsdale, AZ 85250

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Reliz Ltd

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO Box 32322, 4th Floor CenturyYard, Cricket Squ.	George Town		KY1-1209	CYM

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3000 NE 2nd Ave., 635	Miami	FL	33137	USA

4. COLLATERAL: This financing statement covers the following collateral:

U.S. Dollars and Digital Currency valued at $5,985,702.00, which represents 120% of the value of the Loaned Assets.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Doc #: 2026013261
Filed & Recorded
02/10/2026 05:41 PM
DANIEL ALTOMARE
DEPUTY RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS

RECORDING FEES	$25.00
SURCHARGE	$5.00
TOTAL:	$30.00

EXHIBIT H

February 18, 2026 Letter from Defendant to Debtors

PRACTUS
WILLIAM R. FIRTH, III, Esq., Partner
william.firth@practus.com
1000 N. West Street, Suite 1200
Wilmington, DE 19801
(302) 846-7834

February18, 2026

VIA E-MAIL (joe.perry@blockfills.com)
Joseph Perry
Interim CEO
BlockFills (Reliz Ltd.)

Re: ***Artha Investment Partners LLC – Notice of Default and Demand for Collateral***

Dear Mr. Perry:

I write on behalf of Artha Investment Partners LLC ("Artha" or "Lender") regarding two ETF loans extended by Artha to Reliz Ltd. ("Reliz" or "Borrower").

On November 28, 2025, Artha executed a loan term sheet (the "First Loan") to the November 14, 2022 Master Loan Agreement (the "MLA") between Artha and Reliz. The term sheet for the First Loan provides for a loan of 2,000 ETH with a loan termination date of December 29, 2025.

On December 10, 2025, Artha executed a loan term sheet (the "Second Loan" and together with the First Loan, the "Loans") to the MLA. The term sheet for the Second Loan provides for a loan of 1,500 ETH to Reliz with a loan termination date of January 12, 2026. Copies of the terms sheets and the MLA are attached hereto.

Pursuant to the Section IV(a) of the MLA, Reliz was obligated to provide Lender with collateral (the "Collateral") of U.S. Dollars or digital currency equivalent to 120% of the value of the loaned assets. Reliz has failed to provide Lender with the Collateral required under the terms of the MLA.

Pursuant to Section IV(b) of the MLA, the Borrower's failure to transfer the Collateral to Lender provides Lender with the absolute right to the return of the loaned assets. Furthermore, the failure of Borrower to transfer the Collateral to Lender and Borrower's failure to timely repay the Loans on the December 10, 2025 and January 12, 2026 loan termination dates are Events of Default pursuant to Section VIII of the MLA.

By way of this letter, Artha demands pursuant to the terms of the MLA: (i) the immediate payment of the past-due Loans, or (ii) payment of the Collateral equivalent to 120% of the value of the loaned assets at a spot rate determined by the initial dates of the Loans.

Joseph Perry
Interim CEO
BlockFills (Reliz Ltd.)
February 18, 2026

Accordingly, and after speaking with U.S. and Cayman counsel, Artha has filed UCC-1 statements, which are attached hereto, in Illinois and Washington, D.C. (due to Borrower's Cayman Islands company organization).

Please respond no later than 5 p.m. ET on February 20, 2026 how Reliz intends to proceed.

Very Truly Yours,



WILLIAM R. FIRTH, III

Attachments

cc: Prince Jindal
Timothy Spangler, Esq.