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* **Re: Docket Nos. 16 & 228**

ARTHA INVESTMENT PARTNERS LLC'S OBJECTION TO ENTRY OF THE PROPOSED FOURTH INTERIM CASH COLLATERAL ORDER

Artha Investment Partners LLC ("Artha"), by and through its undersigned counsel, hereby objects to entry of the Proposed Fourth Interim Order (the "Proposed Order"), and respectfully states as follows:

PRELIMINARY STATEMENT

1. Artha objects to the Proposed Fourth Interim Order because it authorizes the Debtors to use and encumber assets, including loaned ETH and the collateral underpinning that loan, without resolving Artha's ownership and lien rights and without providing protection to Artha. Artha requests that the Court modify the Proposed Order to preserve the status quo pending adjudication of its rights, including by prohibiting use of ETH subject to Artha's claims, requiring segregation of those assets, and granting conditional adequate protection on terms comparable to those already afforded to similarly situated parties.

[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' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.

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BACKGROUND

A. Debtors Enter Master Loan Agreement with Artha.

2. On November 14, 2022, Artha, through its sole principal Prince Jindal, entered into a Master Loan Agreement ("MLA") with Reliz Ltd. d/b/a BlockFills. *Decl. of Prince Jindal* ("Jindal Decl.") ¶ 3; **Ex. A.**

3. The MLA governed digital asset lending between the parties. It required BlockFills to post collateral equal to at least 120% of the value of any loan prior to or contemporaneously with funding. *Jindal Decl.* ¶ 4; MLA § IV(a).

4. Section IV(a) required BlockFills to transfer collateral before or at the time it received loaned assets. The collateral served as security for BlockFills' obligations. BlockFills granted Artha a continuing first priority security interest and lien in the collateral, with all rights of a secured party under the Uniform Commercial Code. MLA § IV(a). These obligations were mandatory. The collateral requirement was a condition precedent to full ownership rights.

5. Section IV(b) governs nonperformance. It provides that if Artha transfers loaned assets and BlockFills fails to deliver collateral, Artha has the "absolute right to the return of the loaned assets." MLA § IV(b).

6. The MLA also imposed continuing representations and warranties. BlockFills represented that it was not insolvent and not subject to insolvency proceedings, and that no such proceedings were pending or threatened. MLA § VI(e)–(f). These representations continued through the term of the Agreement and each loan. *Id.* § VI.

7. BlockFills further represented that it could return the loaned assets free of liens and could grant a first priority security interest in collateral. *Id.* § VI(i)–(j).

8. The MLA defines as Events of Default the failure to return loaned assets, failure to deliver collateral, insolvency, any material adverse effect on BlockFills' ability to perform, and any representation or warranty that proves incorrect or untrue in any material respect when made or deemed made. *Id.* § VIII(a), (d), (h), (i), (k). Upon default, Artha may declare obligations immediately due, terminate the Agreement, and exercise all available remedies. *Id.* § IX(a). Artha may seize, apply, or liquidate collateral to satisfy obligations, including purchasing replacement digital assets. *Id.* § IX(a)–(c).

B. Debtor's Solicitation of the ETH Loans and Subsequent Conduct.

9. On November 25, 2025, at 11:33 a.m., John Divine contacted Prince Jindal via Telegram and proposed that Artha lend ETH to BlockFills. He stated that market participants were lending ETH "open term to keep yield flowing" and offered to discuss further. Jindal responded that he had not previously lent crypto to BlockFills and asked about yield. Divine proposed a 6% annualized return. *Jindal Decl.* ¶¶ 7–8.

10. On November 26, 2025, Dan Schak, BlockFills' Chief Risk Officer, continued the discussion. *Jindal Decl*. ¶ 11. The parties agreed to a loan of 2,000 ETH. Schak prepared and sent a Loan Term Sheet that same day. **Ex. B.** Jindal executed the agreement on behalf of Artha. *Id.*

11. The term sheet provided for an open term loan, an earliest termination date of December 29, 2025, and a 6% annualized fee. *Id.* On November 28, 2025, Artha transferred 2,000 ETH to BlockFills. *Jindal Decl*. ¶ 11.

12. On December 10, 2025, the parties entered into a second Loan Term Sheet for an additional 1,500 ETH. *Jindal Decl.* ¶ 12; **Ex. C.** The loan was open term, with an earliest termination date of January 12, 2026, and a 6% annualized fee. *Id.* Schak executed the agreement on behalf of BlockFills and transmitted it to Jindal, who signed it. *Id.* Artha transferred 1,500 ETH to BlockFills on December 10, 2025. *Jindal Decl.* ¶ 12. Garrett Roth confirmed receipt of the assets. *Id.* In total, Artha transferred 3,500 ETH to BlockFills.

13. BlockFills did not deliver any collateral in connection with either loan. *Jindal Decl.* ¶ 13. It did not request a waiver and did not cure the breach. *Id.* It did not return the ETH when due. *Id.*

14. On February 1, 2026, Jindal requested the return of Artha's ETH. *Id.* ¶ 16. On February 2, he followed up and requested immediate return. *Id.* Gordon Wallace, BlockFills' President and co-Founder, responded and requested a call. He did not process the withdrawal. *Id.* No withdrawal was made.

15. BlockFills suspended withdrawals shortly thereafter and entered bankruptcy. *Jindal Decl.* ¶ 16-17. After BlockFills refused to return the ETH, Artha filed UCC-1 financing statements to perfect its security interest in collateral equal to 120% of the loaned assets. *Id.* ¶ 24.

C. Discoveries of Deceit.

16. BlockFills' refusal to honor Artha's February 2, 2026, withdrawal request marked the first indication that its failure to perform was not a routine default. Within days, BlockFills suspended all withdrawals. Its financial condition was then disclosed.

17. On February 9, 2026, Interim Chief Executive Officer Joseph Perry stated that BlockFills had been operating with a balance sheet deficit of approximately $77 million and that its financial condition had been "materially misrepresented on the books" prior to his arrival in mid-2025. He further stated that restructuring advisors had been engaged as early as August 2025. These events predated the November and December 2025 solicitations of Artha's ETH.

18. These statements establish that BlockFills was insolvent at the time it solicited and accepted Artha's loans and could not perform its obligations under the MLA.

19. The same disclosures showed that BlockFills did not maintain segregated customer assets. Customer property was commingled and used to fund operations and satisfy other obligations. BlockFills could not meet withdrawal requests. Creditors filed actions alleging that assets deposited on the platform were represented as held in trust but were instead used for purposes not authorized by the customer.

D. Post Petition Activities and Discoveries.

20. On March 15, 2026 (the "Petition Date"), the Debtors commenced these Chapter 11 cases. ECF No. 1. On April 1, 2026, the Debtors sent a demand letter requesting that Artha stipulate that it holds no secured claim against the estate. **Ex. D** (Apr. 1, 2026 demand letter). Artha refused, responding on April 6, 2026, that it "declines to enter into the proposed Stipulation" and contended that its claims arise from a negotiated lending relationship "not [that] of a general unsecured depositor." *Id.* Debtors subsequently initiated an adversary proceeding to determine Artha's status. *Reliz Tech. Grp. Holdings Inc. v. Artha Inv. Partners LLC* (In re Reliz Tech. Grp. Holdings Inc.), Adv. Pro. No. 26-

50230 (TMH), Case No. 26-10371 (TMH) (Bankr. D. Del. Apr. 8, 2026). Moreover, in their Schedules filed April 11, 2026, the Debtors classified Artha as a nonpriority unsecured creditor—listing it as a general customer and not designating its claim as disputed. ECF No. 149.

21. Through the bankruptcy proceedings, the role of John Divine also became clearer. Divine initiated the November 25, 2025, solicitation of Artha's ETH. *Jindal Decl.* ¶¶ 8, 20. He was connected to entities affiliated with the Debtors' largest unsecured creditor group, including 007 Capital LLC and Spyglass Ventures PR LLC, which hold substantial claims against the estate.

22. John Slazas, associated with those entities, is a founding partner of Darma Capital and involved in its trading operations. The Darma Capital team page identifies Slazas as a senior leader responsible for firm strategy and trading. The website also lists Divine as the company's Strategic Partner Execution Specialist.[2] This connection strongly suggests that BlockFills and its number one unsecured creditor were sharing information long before Blockfills filed the petition and restructuring plan.

23. These facts place Divine in two roles. He solicited ETH from Artha on behalf of Blockfills while BlockFills was insolvent. He was also aligned with creditor interests positioned to participate in the restructuring.

[2] DARMA Capital Trading, *Team*, https://darmacapital.trade/portfolio-category/team/ (last visited Apr. 24, 2026).

OBJECTION

A. The Proposed Order Must Be Modified to Provide Adequate Protection to Artha While Determination of Their Interest in the Loaned ETH and Collateral is Pending.

24. Adequate protection safeguards a secured creditor against any decline in the value of its interest in estate property during the pendency of a bankruptcy case. See *Matter of Continental Airlines, Inc.*, 146 B.R. 536, 539–40 (Bankr. D. Del. 1992). The doctrine protects against diminution in the value of collateral resulting from the automatic stay or the debtor's use of that collateral, and such protection is required to the extent that those factors cause a decrease in the value of the creditor's interest. *Id*.; see also *In re PCAA Parent, LLC*, 2010 WL 6982113 (Bankr. D. Del. Mar. 2, 2010) (granting adequate protection "for and equal in amount to the aggregate diminution in the value" of the secured creditor's interest). Because adequate protection is tied to an "interest in property," it applies to secured creditors holding an interest in specific collateral. *Continental Airlines*, 146 B.R. at 539 (discussing § 361 and protection of an "interest in property").

25. Creditors with disputed secured status may receive adequate protection because stay relief hearings are limited summary proceedings. *In re Aniel*, 427 B.R. 811, 816 (Bankr. N.D. Cal. 2010). During such a hearing, a court does not perform a full adjudication on the merits of the underlying security interest or its potential avoidance. *In re Luz Intern., Ltd.*, 219 B.R. 837, 842 (9th Cir. BAP 1998). Instead, the court's role is restricted to determining if a creditor has a "colorable claim" to enforce rights against the property, while the final validity of the lien is reserved for a separate adversary proceeding.

Grella v. Salem Five Cent Sav. Bank, 42 F.3d 26, 32 (1st Cir. 1994); *see also In re Robbins*, 310 B.R. 626, 631 (9th Cir. BAP 2004).

26. Courts utilize escrow accounts to mitigate the risk of collateral deterioration prior to a final determination of lien avoidance. *In re Aniel*, 427 B.R. at 815. Ordering adequate protection payments into an interest-bearing trust account protects a creditor from bearing the full risk of depreciation while preserving the estate's rights if the lien is ultimately avoided as unperfected. *Id.* at 817. If a creditor's interest is subsequently avoided or found to be unperfected, the court maintains the authority to reallocate those payments or return them to the debtor's estate. *In re Rupari Food Servs., Inc.*, No. 17-10850 (KJC), 2017 WL 5434462, at *12 (Bankr. D. Del. May 12, 2017).

27. The Proposed Fourth Interim Order already recognizes that certain parties assert ownership or trust interests in cryptocurrency and preserves those claims. Paragraph 16 provides that nothing in the Order shall "deny, impeach, contradict, or negate the constructive trust claim of Robert J. Bertram and 1548199 Alberta Ltd."

28. That protection is substantive. It preserves Alberta's ability to assert ownership and prevents the Order from prejudicing its position. Artha is almost identically situated. It asserts that specific ETH transferred to the Debtors was never rightfully retained and remains subject to contractual and equitable rights. Yet the Proposed Order affords Artha no comparable protection.

29. At the same time, the Order authorizes the Debtors to use cryptocurrency broadly as "Cash Collateral" without limitation. It requires segregation only for Non-Crypto Assets. And it grants full adequate protection to the Prepetition Secured Party, but

none to parties asserting competing interests in digital assets. Those provisions, taken together, permit the dissipation of the very assets Artha claims, while protecting other parties asserting similar theories.

REQUESTED MODIFICATION

30. To preserve the status quo and place Artha on equal footing with Alberta, the Proposed Fourth Interim Order must be modified as follows:

31. Paragraph 3 should be modified to prohibit use of disputed cryptocurrency: "Notwithstanding anything herein, the Debtors shall not use, sell, transfer, or encumber any cryptocurrency or proceeds thereof that is subject to a pending claim of ownership, lien, or trust by Artha Investment Partners, absent further order of the Court." This is necessary because Paragraph 3 otherwise authorizes unrestricted use of all Cash Collateral, including disputed digital assets.

32. Paragraph 4 grants replacement liens and super priority claims to the Prepetition Secured Party. Artha should receive parallel, conditional protection: "Without prejudice to the Debtors' challenge to Artha Investment Partners' status, Artha is granted adequate protection, in the form of replacement liens and a super priority claim, solely to the extent its asserted secured status is later determined to be valid." This does not resolve the dispute. It preserves value pending adjudication.

33. Paragraph 6 currently applies only to Non-Crypto Assets. It must be expanded: "The Debtors shall segregate all cryptocurrency, including ETH, that is subject to any claim of ownership, lien, or trust by Artha Investment Partners, in a separate wallet

or account, and such assets shall not be transferred or dissipated absent further order of the Court."

34. Paragraph 12 already contemplates assets subject to ownership disputes or trust claims. It should be clarified: "For the avoidance of doubt, cryptocurrency subject to Artha Investment Partners' claims shall constitute a 'Contested Amount' and shall not be used pending resolution of such claims." These modifications do one thing: preserve the status quo. That is exactly what the Court has already done for Alberta. Artha is entitled to the same protection.

35. Paragraph 16 should be revised to include Artha expressly, so that the Order does not prejudice its ownership, lien, or constructive trust claims: "Neither this Fourth Interim Order, nor any use of cash collateral, shall be a basis to deny, impair, or prejudice the claims of Robert J. Bertram, 1548199 Alberta Ltd., *Artha Investment Partners*, or any similarly situated party asserting ownership, lien, or trust interests in cryptocurrency."

RESERVATION OF RIGHTS

36. This Objection is submitted without prejudice to, and with full reservation of, Artha's rights, claims, defenses, and remedies, including the right to amend, modify, or supplement this Objection, to seek discovery, to raise additional objections, and to introduce evidence at any hearing related to this Objection. Nothing herein shall be deemed to limit Artha's rights to object to the Cash Collateral Motion or the Proposed Order on any grounds, to assert additional claims or defenses in these Chapter 11 cases or any related proceedings, or to pursue any other relief to which it may be entitled.

CONCLUSION

37. For the foregoing reasons, Artha respectfully requests that the Court modify the Proposed Fourth Interim Order to protect Artha's interests while its ownership and secured status are adjudicated. The Order should be revised to prohibit use of ETH and proceeds subject to Artha's claims, require segregation of those assets, extend to Artha the protections afforded to similarly situated parties, provide conditional adequate protection, and treat such assets as Contested Amounts. These modifications are necessary to preserve the status quo and prevent irreparable diminution of disputed property. Accordingly, the Court should deny entry of the Proposed Order in its current form and grant such further relief as is just and proper.

DATED: April 24, 2026

PRACTUS, LLP

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In re: RELIZ TECHNOLOGY GROUP HOLDINGS INC., et al., Debtors.	Chapter 11 Case No. 26-10371 (TMH) *Jointly Administered* **Re: Docket Nos. 16 & 228**

DECLARATION OF PRINCE JINDAL

I, Prince Jindal, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am the Sole Member and Chief Executive Officer of Artha Investment Partners LLC ("Artha"), a Delaware limited liability company.

2. I submit this declaration in support of Artha's objection to the Debtors' Motion for entry of a Final Order authorizing the use of cash collateral. The facts set forth herein are based upon my personal knowledge and my review of Artha's business records, including contemporaneous Telegram communication logs and executed loan documents.

3. On November 14, 2022, Artha and Reliz Ltd. (d/b/a "BlockFills") executed a Master Loan Agreement (the "MLA"), a true and correct copy of which is attached hereto as **Exhibit A**.

4. The MLA was designed to govern future lending of digital assets or U.S. Dollars. Critically, Section IV(a) of the MLA required the Debtors to transfer to Artha collateral equivalent to 120% of the value of any loaned assets prior to or concurrently with the funding of such loan.

5. For approximately three years – from November 2022 through October 2025 – BlockFills never once utilized the MLA to borrow assets from Artha. The agreement sat entirely dormant during this period.

6. In late 2025, BlockFills personnel contacted Artha through an established Telegram business channel to actively solicit ETH loans for the first time.

7. On November 25, 2025, BlockFills representative John Divine sent me an unsolicited message through an established Telegram channel. At the time, Artha

had no assets on the BlockFills platform. Divine's pitch directly targeted a specific investment strategy I had previously engaged in – selling covered calls on ETH to generate yield. His exact message read as follows: "Hey @prince_eth just some color – usual ETH covered call sellers have stepped back, looking for a larger rally before more call sales. In [the] meantime they [are] lending ETH here open term to keep yield flowing. happy to chat if any interest." By invoking the covered call community I was part of, Divine implied that peers who had pursued the same yield strategy were now lending ETH directly to BlockFills as an alternative source of income – and that I should do the same. This pitch was specifically calibrated to appeal to my prior investment experience.

8. At no point during these negotiations did any BlockFills representative disclose that the firm was carrying an internal $77 million deficit, that the required 120% collateral would not be delivered, or that its finances were "materially misrepresented on the books."

9. Furthermore, despite being in active discussions with Berkeley Research Group ("BRG") and having already appointed Mark Renzi as Chief Restructuring Officer ("CRO") in August 2025, the Debtors concealed these restructuring efforts from Artha to induce the transfer of assets.

10. In direct reliance on the Debtors' representations of solvency, Artha executed two loan term sheets.

11. Loan 1: On November 26, 2025, Artha and BlockFills executed Loan Term Sheet No. 1 for an open term loan of 2,000 ETH. A true and correct copy of this term sheet is attached hereto as Exhibit 2. On November 28, 2025, Artha transferred 2,000 ETH (then valued at approximately $6,031,220) to the Debtors. **Exhibit B.**

12. Loan 2: On December 10, 2025, Artha and BlockFills executed Loan Term Sheet No. 2 for an additional 1,500 ETH. A true and correct copy of this term sheet is attached hereto as Exhibit 3. Artha transferred the 1,500 ETH (then valued at approximately $4,983,705) that same day. **Exhibit C.**

13. Despite the MLA's explicit requirement that BlockFills deliver collateral equivalent to 120% of the loaned assets prior to or concurrently with each transfer, BlockFills failed to deliver any collateral whatsoever in connection with either loan. None of the over $13 million in required collateral was ever posted.

14. Both term sheets were personally negotiated and signed by Dan Schak, who signed as "Head of Trading Operations". I have since learned that Mr. Schak was

simultaneously serving as the firm's Chief Risk Officer, appointed specifically to manage the insolvency crisis he concealed from me.

15. The Renzi Declaration, filed on the Petition Date, publicly disclosed for the first time that BlockFills had experienced a failed acquisition offer – which collapsed in mid-November 2025, just days before John Divine solicited Artha's ETH – and was carrying an internal deficit of approximately $77 million at the time each term sheet was executed. Both facts were known to BlockFills management, including Mr. Schak in his dual role as CRO, and were actively concealed from Artha. Rather than disclose the failed acquisition or the deficit, BlockFills personnel approached Artha within days of the deal's collapse to solicit fresh assets. Section VI(e) of the MLA provides that BlockFills "is not insolvent and is not subject to any bankruptcy or insolvency proceedings" – a representation that is reaffirmed upon execution of each term sheet. The Debtors' concealment of both the failed acquisition and the $77 million deficit at the time of each loan signing constituted a direct and knowing violation of these representations and warranties, upon which Artha reasonably and detrimentally relied.

16. On February 2, 2026, I contacted BlockFills to request the return of Artha's ETH. Gordon Wallace, a BlockFills representative, personally intervened to block my withdrawal request, directing me to schedule a call rather than processing the return. Later that same day, I participated in that scheduled call, on which Joe Perry, BlockFills' Interim CEO, personally informed me that BlockFills could not honor my withdrawal request.

17. I have since learned through Docket No. 150, Statement of Financial Affairs ("SOFA") – "Certain payments or transfers to creditors within 90 days before filing this case" – filed April 11, 2026, that BlockFills processed over $36 million in customer withdrawals between February 2 and February 24, 2026. This occurred notwithstanding that BlockFills had publicly announced in an email to clients on February 6, 2026 that all client withdrawals had been frozen. BlockFills continued to selectively process withdrawals for certain customers through February 24, 2026, while Artha's assets remained frozen.

18. Since the Petition Date, I have conducted an investigation into the Debtors' proposed restructuring and the relationships between current management and the primary proponents of the "Exit Plan" disclosed in the Renzi Declaration. I am deeply alarmed by what appears to be a coordinated effort between the Debtors' management and the firm's largest creditor, James Slazas (principal of 007 Capital

LLC), to utilize the bankruptcy process to insulate insiders from liability, at the expense of defrauded creditors such as Artha.

19. Upon reviewing the "Exit Plan" and the associated Term Sheet attached as Exhibit B to the Renzi Declaration, I have observed that the proposed "debt-for-equity swap" and the formation of "NewCo" appear designed to "hand over the keys" of the reorganized enterprise to Mr. Slazas and a select Ad Hoc Group.

20. I am deeply concerned that John Divine – the individual who initiated the unsolicited Telegram pitch to induce Artha into lending 3,500 ETH under the false pretense of "maintaining yield" – may be affiliated with an entity controlled by Mr. Slazas, based on information available to me.

21. In summary, I believe the Debtors are attempting to use Artha's 3,500 ETH as "cash collateral" to fund a reorganization built on a foundation of fraud, designed by the very parties who solicited those assets, and intended to release the individual officers from accountability for their misrepresentations.

22. It is now clear that Artha's 3,500 ETH was solicited under the false pretense of "maintaining yield" while the Debtors were actually insolvent and preparing a restructuring plan that would benefit insiders and the largest creditor at Artha's expense.

23. I am also deeply concerned BlockFills management and BRG proceeded from the implicit and untenable premise – apparently held since inception – that customer deposits were company property available for operational use, including payment of their own salaries and professional fees. The $12.5M post-petition budget being funded from commingled customer accounts is cited as proof this wasn't a one-time mistake but a consistent view from the start. Had they believed deposits were not company property, they would have been obligated to blow the whistle the moment they learned of the $77 million deficit. Instead, they chose to gamble with client funds – and to actively solicit more assets, including Artha's loan, to keep the gamble alive. They bet the company could be made whole – which failed in mid-November 2026 – all while their own fees and salaries continued to flow. That gamble has not stopped.

24. In light of the Debtors' continued failure to physically deliver the required collateral, Artha took affirmative steps to protect its rights and interests as a secured lender under the MLA. On February 10, 2026, Artha filed UCC-1 financing statements with both the Illinois Secretary of State and the District of Columbia. These

financing statements, true and correct copies of which are attached hereto as **Exhibit D**, specifically identified the collateral as U.S. Dollars and digital currency valued at 120% of the Loaned Assets ($7,266,744.00 and $5,985,702.00, respectively), as mandated by the MLA. Through these filings, Artha took affirmative steps to preserve and protect its rights as a secured lender with respect to the assets the Debtors were contractually obligated to segregate and hold as security for the 3,500 ETH.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 24th day of April, 2026.

Dated: April 24, 2026

Chicago, Illinois

/s/ Prince Jindal

Prince Jindal

Principal and Founder of Artha Investment Partners LLC

EXHIBIT A

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.

[11]

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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.

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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

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

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

Doc #: 2026016463
02/20/2026 07:37 AM

[redacted]

UCC FINANCING STATEMENT AMENDMENT

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2026013261

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(y)(ies) authorizing this Termination Statement

3. ☐ ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:
This Change affects ☐ Debtor or ☑ Secured Party of record

AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
465 Brickell Ave, Apt 5305	Miami	FL	33131	USA

8. COLLATERAL CHANGE: Check only one box: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN* collateral

Indicate collateral:

*Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Debtor: Reliz Ltd, a Cayman Islands limited company

Doc #: 2026016463
Filed & Recorded
02/20/2026 07:37 AM
DANIEL ALTOMARE
DEPUTY RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS

RECORDING FEES	$25.00
SURCHARGE	$5.00
TOTAL:	$30.00

Doc #: 2026016495
02/20/2026 07:51 AM

[redacted]

UCC FINANCING STATEMENT AMENDMENT

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2026013260

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(y)(ies) authorizing this Termination Statement

3. ☐ ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:
This Change affects ☐ Debtor or ☑ Secured Party of record

AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
465 Brickell Ave, Apt 5305	Miami	FL	33131	USA

8. COLLATERAL CHANGE: Check only one box: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN* collateral

Indicate collateral:

*Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Debtor: Reliz Ltd, a Cayman Islands limited company

Doc #: 2026016495
Filed & Recorded
02/20/2026 07:51 AM
DANIEL ALTOMARE
DEPUTY RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS

RECORDING FEES	$25.00
SURCHARGE	$5.00
TOTAL:	$30.00

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

10060550

FILED

FEB 20 2026

ALEXI GIANNOULIAS
SECRETARY OF STATE

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Tiffany Christianson 480-664-6319 5497125-2

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

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC
801 Adlai Stevenson Drive - Practus LLP
Springfield IL, 62703 l., Suite 103

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
32726569

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(y)(ies) authorizing this Termination Statement

3. ☐ ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:
This Change affects ☐ Debtor or ☑ Secured Party of record

AND Check one of these three boxes to:
☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
465 Brickell Ave, Apt 5305	Miami	FL	33131	USA

8. COLLATERAL CHANGE: Check only one box: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN* collateral

Indicate collateral:

*Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Tiffany Christianson 480-664-6319 5497125-3

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

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC
on - Practus LLP
801 Adlai Stevenson Drive d., Suite 103
Springfield IL, 62703

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

FILED

10060551

FEB 20 2026

ALEXI GIANNOULIAS
SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
32726534

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(y)(ies) authorizing this Termination Statement

3. ☐ ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☑ Secured Party of record

☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Check only one box: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN* collateral

Indicate collateral:

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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Artha Investment Partners LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: