

3JANE ADVANCE AGREEMENT

This 3Jane Advance Agreement (“Agreement”) is made effective the date indicated on the signature page below, by and between Tulkum Assets Corp., a corporation organized under the laws of the Republic of Panama (“3Jane,” “we,” “us” or “our”), and the merchant also indicated on the signature page below (“you” or “Merchant”). 3Jane and Merchant may each be referred to as a “Party,” and collectively, the “Parties.”

ARTICLE I

DEFINITIONS AND CORE BUSINESS TERMS

Section I.1 Definitions. In addition to such terms as are defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

“Advance,” “Cash Out” or “Pull” means a bespoke advance which 3Jane may in its sole discretion agree to fund you, which Advance may be labeled by numbers and/or letters in the 3Jane Portal.

“Advance Amount” means the actual amount in USDC or equivalent stablecoin that 3Jane will advance to you in exchange for the Specified Amount.

“Credit Line” means the total Advance amount which 3Jane may advance to you, which total amount 3Jane may adjust up or down at any time and in its sole discretion as reflected in the 3Jane Portal.

“AUM” means the value of all your On-Chain Assets at any given point in time.

“AUM Threshold” means such minimum value of On-Chain Assets calculated in real time pursuant to the formula located here: <https://docs.3jane.xyz/architecture/core-money-market/repayments-and-syncs>. This formula intends to capture 3Jane’s reasonable, yet subjective and sole discretionary, standard of appreciation in cryptocurrency assets.

“Discount Factor” means such value calculated in real time pursuant to the formula located here: <https://docs.3jane.xyz/architecture/core-money-market/pool-interest-rates#merchant-discount-factor-rate>. This formula is intended to capture 3Jane’s reasonable, yet subjective and sole discretionary, standard in discounting its financial return in exchange for receiving the Early Payoff Amount (as defined below).

“Discounted Monthly Payment” means the amount in U.S. dollars that represents the Sweep Percentage, multiplied by your Monthly Yield, multiplied by such figure less than 1.0 as set forth in such formula located here: <https://docs.3jane.xyz/architecture/core-money-market/repayments-and-syncs>.

“Early Payoff Amount” means such amount in U.S. dollars that represents the Specified Amount, less Monthly Payments (and if applicable, Discounted Monthly Payments) received to date pursuant to this Agreement, multiplied by the Discount Factor.

“Factor Rate” means a fixed number at the time of each Advance.

“On-Chain Assets” means all your cryptocurrency assets, including but not limited to those types of assets detailed here: <https://docs.3jane.xyz/architecture/credit-underwriter/assets>.

“Monthly Payment” means the amount in U.S. dollars that represents the Sweep Percentage, multiplied by your Monthly Yield.

“Monthly Yield” means the cumulative sum total of all Yield (as defined below) that you generate and actually receive in any given calendar month.

“Payment Due Date” means the date of the month as set forth in the 3Jane Portal in which you shall pay 3Jane your Monthly Payment (or if you qualify, the Discounted Monthly Payment).

“Specified Amount” means the amount of Yield (as defined below) that 3Jane is purchasing from you, per Advance, and obtained by multiplying Advance Amount by Factor Rate.

“Sweep Percentage” means the percentage of your Monthly Yield (as defined below) that you agree to pay 3Jane per calendar month as reflected in the 3Jane Portal until 3Jane receives the Specified Amount, which percentage is 100%.

“Trailing Clawback Yield” means, on a per Advance basis, the trailing and thus historical calendar month difference between (y) Monthly Payment amounts and (z) Discounted Monthly Payment Amounts.

“3Jane Portal” means the on-chain portal outlining all relevant information per Advance and across all Advances outstanding.

ARTICLE II

NATURE OF AGREEMENT; SALE OF YIELD

Section II.1 Nature of Agreement; Sale of Yield. From time to time, you may request, and we may approve, in our sole discretion, a bespoke Advance, up to the Advance Limit, as set forth in the 3Jane Portal and herein. If we approve and fund you an Advance, then you agree to sell to us, and we agree to purchase from you, all of your right, title and interest in and to all your yield, being all yield from all On-Chain Assets including but not limited to from staking, interest, swap fees, airdrop implied yield via points, liquidity mining rewards, basis trade yield and vesting yield (collectively, “Yield”), until we have received the Specified Amount as set forth herein. **THE PARTIES AGREE THAT THIS IS A COMMERCIAL SALE TRANSACTION AND NOT A LOAN. SUBJECT TO THE TERMS SET FORTH HEREIN (AND SPECIFICALLY MERCHANT’S REPRESENTATIONS AND COVENANTS BELOW), 3JANE AS “BUYER” ASSUMES THE RISKS INHERENT IN ITS PURCHASE OF THE SPECIFIED AMOUNT FROM MERCHANT AS “SELLER,” SPECIFICALLY THAT MERCHANT MAY FAIL IN ITS DEFI BUSINESS ENDEAVORS OR MAY FILE FOR BANKRUPTCY AND AS SUCH BE OTHERWISE UNABLE TO GENERATE YIELD SUFFICIENT TO REPAY THE SPECIFIED AMOUNT, EITHER OF WHICH WOULD NOT BE AN EVENT OF DEFAULT (AS DEFINED BELOW).**

Section II.2 Subsequent Advances. If you request a second or later Advance and any Specified Amount remains outstanding with request to a prior funded Advance, subject to the Advance Limit, such second or later Advance proceeds shall first payoff your outstanding Specified Amount balance as if you were paying off same pursuant to Section 3.3 below, with net proceeds advanced to you.

ARTICLE III

MONTHLY PAYMENT; DISCOUNTED MONTHLY PAYMENT; RIGHT TO PAY SPECIFIED AMOUNT AT ANY TIME

Section III.1 Monthly Payment. Commencing the first calendar month following entry into this Agreement, and repeating each and every calendar month thereafter until such time as we have received the Specified Amount, on the Payment Due Date, you agree to pay us the Monthly Payment as reflected in and instructed by the 3Jane Portal.

Section III.2 Discounted Monthly Payment. If AUM for a given calendar month surpasses the AUM Threshold, in lieu of the Monthly Payment, you may pay us the Discounted Monthly Payment as reflected in the 3Jane Portal. Provided however, for any subsequent month should you fail to qualify for the Discounted Monthly Payment, then you shall also owe and pay any Trailing Clawback Yield for such prior month(s) in which you in fact paid the Discounted Monthly Payment, capped however, at the highest Monthly Payment calculation (whether such Monthly Payment or Discounted Monthly Payment was in fact paid).

Section III.3 Right to Prepay Specified Amount at Any Time by Paying Early Payoff Amount. Notwithstanding anything to the contrary set forth in this Agreement, Merchant may prepay the Specified Amount in whole at any time, without penalty or premium by paying the Early Payoff Amount as indicated above.

ARTICLE IV

MERCHANT'S REPRESENTATIONS

Section IV.1 Accurate Application Information. Merchant represents to us that any and all applications and related information submitted prior to entry into this Agreement are true, complete and accurate in all respects.

Section IV.2 Full Power. Merchant represents to us that Merchant has full power and authority to enter into and perform the obligations under this Agreement, all of which have been duly authorized by all necessary and proper actions.

Section IV.3 Purpose of Advance Proceeds. Merchant represents to us that Merchant intends to use the Advance proceeds strictly for business purposes (including but not limited to yield farming), and not for personal, family or household purposes in any respect.

Section IV.4 No Intention to Cease. Merchant represents to us that Merchant has no present intention to close or cease operating its business, in whole or in part, temporarily or permanently.

Section IV.5 No Bankruptcy Discussions. Merchant represents to us that during the six (6) months preceding the date hereof, (i) Merchant has not discussed with or among Merchant's management, counsel, or any other advisor or creditor, any potential insolvency, bankruptcy, receivership, or assignment for the benefit of creditors with respect to Merchant and no such action or proceeding has been filed or is pending, (ii) to the knowledge of Merchant, no insolvency or bankruptcy proceedings have been threatened to be initiated or filed, or have in fact been so initiated or filed, against the Merchant, and (iii) no eviction or foreclosure is pending or threatened against Merchant.

Section IV.6 Clean Title to Yield. Merchant represents to us that Merchant has good, complete and marketable title to all Yield, free and clear of any and all liabilities, liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever.

ARTICLE V

MERCHANT'S COVENANTS

Until the Specified Amount is received by us in full, Merchant covenants to us that it shall do the following:

Section V.1 Provide View-Only Access Rights. Merchant shall provide us uninterrupted, view-only-access to: (i) all your wallets; (ii) your bank accounts you use in connection with defi purchases and sales; (iii) your Plaid accounts you use in connection with defi purchases and sales; and (iv) Credit Karma reports that you pull.

Section V.2 Limited Uses of Advance Proceeds. Merchant shall only use the Advance proceeds for business or commercial defi purposes (including but not limited to yield farming) and shall not use the Advance proceeds for personal, family or household purposes in any respect.

Section V.3 General Conduct of Merchant's Business. Merchant shall make good-faith, best efforts to conduct its defi business endeavors in a competent and professional manner as well as operate its business as a profitable, going-concern, no less so than as originally disclosed to us prior to entry into this Agreement.

Section V.4 No Deposits Into 3Jane. Merchant shall not, directly or indirectly, deposit, stake, liquidity provision, or otherwise deploy any portion of the Advance Amount proceeds into any 3Jane-affiliated product, pool, vault, or contract (including USD3/sUSD3 or future 3Jane vehicles).

Section V.5 No Excessive Transfers. Merchant shall not permit greater than 10% AUM (measured daily) to reside in wallets otherwise outside our view-access rights set forth herein.

Section V.6 On-Chain Assets > 75% Stablecoin Positions. Merchant shall ensure that at least 75% of its On-Chain Assets are deployed into stablecoin-denominated positions.

Section V.7 Stablecoin-Denominated Positions With Historical Positive Yield. Merchant shall ensure that its On-Chain Assets deployed into stablecoin-denominated positions shall be positions that have achieved yields greater than 0% in immediately preceding calendar months, which measurements shall be made and remade on a rolling month to month basis.

Section V.8 Non-Stablecoin Positions to be Repositioned. Merchant shall ensure that for On-Chain Assets not otherwise deployed into stablecoin-denominated positions which suffer a loss by greater than 10%, measured since Advance funding date (and if more than one Advance, then measured with respect to Advance first funded and remaining outstanding), then Merchant shall rebalance that position into a stablecoin-denominated position within 24 hours.

Section V.9 Portfolio Composition and Diversification. On-Chain Assets shall be (y) deployed into a minimum of five (5) distinct positions at all times and (z) no one (1) position shall be greater than fifty percent (50%) of AUM at any given point in time.

Section V.10 Information Provided After Advance Funding. All information provided hereinafter by Merchant to 3Jane is and will be true, accurate and complete in all respects.

Section V.11 Compliance with Applicable Law. Merchant shall operate its business in compliance with any and all federal, state and local laws and regulations.

Section V.12 Authorizations. Merchant shall maintain and/or obtain all permits, licenses, approvals, consents, registrations and other authorizations necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.

Section V.13 Business Name. Merchant shall not conduct Merchant's business under any name other than as disclosed to 3Jane and shall not change its place of business without at least thirty (30) calendar days' prior written notice to 3Jane.

Section V.14 No Other Financing Against Yield. Except in connection with Advances funded pursuant hereto, Merchant shall not enter into any arrangement, agreement or commitment with any third-party or person that sells, grants a security interest in, or otherwise pledges, any Yield.

Section V.15 No Liens Against Yield. Merchant shall not intentionally or unintentionally perform such act which has the effect of incurring any liabilities, liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and/or encumbrances of any kind or nature whatsoever upon the Yield.

ARTICLE VI

SALE OF YIELD; PROTECTIVE SECURITY INTEREST

Section VI.1 Merchant and 3Jane agree that the Advance (or Advances) paid by 3Jane in exchange for Yield evidences a purchase of the Specified Amount and is not intended to be, nor shall it be construed as, a loan to Merchant. If the transactions contemplated by this Agreement are deemed a loan notwithstanding the intentions of the Parties, then Merchant grants to 3Jane a security interest in all of its right, title and interest, whether now owned or hereafter acquired, in and to the Yield and all proceeds thereof ("Security Interest"). 3Jane's Security Interest in and to said Yield, for purposes of Article 9 of the Uniform Commercial Code's definitions ("Article 9"), shall explicitly include but not be limited to generable intangibles and all proceeds on same, and should Article 9 of Merchant's governing jurisdiction adopt definitions covering Yield on cryptocurrency assets, then said Yield on such assets and all proceeds on same as well.

Section VI.2 Merchant understands and agrees that 3Jane may at any time file one or more UCC-1 financing statements, lien entry forms or other documents to evidence the sale of Merchant's Yield and to perfect, amend or continue its interests therein. Merchant agrees to cooperate with 3Jane as may be necessary to accomplish any of the foregoing.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES; OTHER PROVISIONS

Section VII.1 Events of Default. Any of the following events shall constitute an event of default ("Event or Events of Default"):

- (a) You fail pay your Monthly Payment when due and you are not otherwise entitled to pay the lower Discounted Monthly Payment;
- (b) You fail to pay either of the Discounted Monthly Payment or the Monthly Payment, assuming you are so entitled to pay the lower Discounted Monthly Payment; or
- (c) You violate any representation or covenant set forth in this Agreement in any respect.

Section VII.2 Remedies; Attorneys' Fees. Following an Event of Default and five (5) calendar days' written notice and opportunity to cure provided by us to you, we may engage any of the following rights and remedies: (A) we may declare the entire Specified Amount (and in the case of more than one Advance outstanding, Specified Amounts) due and payable immediately; (B) we may claw back any tokens awarded in connection with funded Advances; and/or (B) we may pursue any other right or remedy entitled to a secured creditor under Article 9. In addition to the Specified Amount, 3Jane shall be entitled to recover from you its reasonable attorneys' fees and collections costs incurred in enforcing its rights pursuant hereto.

Section VII.3 Confidentiality; General Exceptions; Exception for Aggregated Data; Exception for Wallet-Identified On-Chain and Related Data. Each of Merchant and 3Jane agree to maintain the confidentiality of all non-public or proprietary information provided or made available to it in connection with the matters contemplated by this Agreement, and agrees not to use such information other than for a purpose reasonably related to this Agreement; provided, however, that each Party may disclose such confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent reasonably necessary to obtain their services in connection with this Agreement, and (ii) as may otherwise be required by law, regulation, rule, court order or subpoena. *Notwithstanding any other provision to the contrary set forth in this Agreement, (y) 3Jane may use any and all data Merchant provides 3Jane for any lawful business purposes, provided that any public disclosure of same (including but not limited to what may be published on-chain) is in aggregate and anonymous form, and (z) 3Jane may disclose all transaction history data on-chain between and among the Parties hereto, including Merchant's current or in default status, Merchant's On-Chain Assets*

data, among others, provided such history, status and/or On-Chain Assets data as disclosed on-chain is limited to Merchant's wallet and nothing else.

Section VII.4 Mandatory Binding Arbitration

(a) Applicability of Arbitration. In the interest of resolving claims between the Parties in the most expedient and cost-effective manner, the Parties agree that every claim arising in connection with this Agreement that cannot be resolved informally, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including any unresolved claim arising out of or relating to the Agreement, upon the election of a Party, will be resolved by binding arbitration on an individual basis under the terms hereof. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to the Parties and their respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

(b) Arbitration Rules. Arbitration will be conducted and administered by the Center for Conciliation and Arbitration of the Chamber of Commerce, Industries, and Agriculture of Panama ("CeCAP") and its dispute resolution rules ("CeCAP Rules"), as modified by this Agreement. The CeCAP rules are available online at <https://cecap.com.pa/en/reglamento-de-cecap/>. A single arbitrator will be appointed unless otherwise required by the CeCAP rules.

(c) Notice Requirement and Informal Dispute Resolution. Before a Party may seek arbitration, such Party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim, and the specific relief requested.

(d) Fees; Location. Each Party shall be responsible for the payment of its own fees and costs associated with an arbitration, except as otherwise required by the CeCAP Rules. Any arbitration hearing will take place in Panama City, Panama, or another location mutually agreed upon by the Parties; provided, however, notwithstanding the foregoing, the Parties shall endeavor, where possible, to cause the arbitration proceeding to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a non-appearance-based telephone hearing or videoconference. If the arbitrator finds that a Party's demand is frivolous or brought for an improper purpose, in the arbitrator's reasonable discretion, then the payment of all arbitration fees will be governed by the CeCAP Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

(e) Enforcement. The Parties irrevocably submit to the exclusive jurisdiction of any court of competent jurisdiction with respect to this section to compel arbitration, to confirm an arbitration award or order, or to handle court functions permitted under the CeCAP Rules. The Parties irrevocably waive defense of an inconvenient forum to the maintenance of any such action or other proceeding. The Parties may seek recognition and enforcement of any court judgment confirming an arbitration award or order in any court having jurisdiction with respect to recognition or enforcement of such judgment.

(f) Severability. If any part or parts of this arbitration provision is or are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this arbitration provision shall continue in full force and effect.

Section VII.5 Waiver of Class Action. All claims covered by this Agreement must be submitted on an individual basis. No claims may be arbitrated or brought in court on a class or collective basis. The Parties expressly waive any right with respect to any covered claims to submit, initiate, or participate in a representative capacity as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court. **BY SIGNING THIS AGREEMENT, MERCHANT AGREES TO THESE TERMS AND MAY BRING AND PURSUE CLAIMS AGAINST 3JANE OR ANY OF ITS AFFILIATES**

Section VII.10 Entire Agreement; Amendment. This Agreement contains the sole and entire agreement between the Parties with respect to the subject matter hereof. The Parties may amend any provision of this Agreement only by a written instrument signed by the Parties.

Section VII.11 Succession and Assignment. This Agreement is binding upon and will inure to the benefit of the Parties and their successors, heirs and assigns. This Agreement may not be assigned by operation of law or otherwise without the written consent of the Parties.

Section VII.12 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

Section VII.13 Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver will be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving the term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law, are cumulative and not alternative.

Section VII.14 Governing Law; Submission to Jurisdiction. This Agreement and its terms are governed by and construed in accordance with the laws of the Republic of Panama, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Republic of Panama. Any legal suit, action, or proceeding arising out of or related to this Agreement, upon the election of a Party, will be instituted exclusively in the courts of the Republic of Panama, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court. The Parties irrevocably waive defense of an inconvenient forum to the maintenance of any such Action or other proceeding with respect to this Section 7.14.

Section VII.15 Waiver of Right to Trial by Jury. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND WITH RESPECT TO ANY COUNTERCLAIM THEREIN.

Section VII.16 Counterparts; Electronic or Fax Signatures. This Agreement may be executed in counterparts, each of which will be an original and all of which, when taken together, will constitute one instrument notwithstanding that all Parties have not executed the same counterpart. Signatures that are transmitted electronically or by fax will be effective as originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned acknowledge that they have read this Agreement, understand this Agreement, and agree to be bound by its terms and conditions, and have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

3JANE: TULKUM ASSETS CORP.

MERCHANT: _____

By: 3Jane Foundation
Its: Director

Date: _____, 202__

By:
Its:
Date: _____, 202__

[END OF 3JANE ADVANCE AGREEMENT]