

[REDACTED]

[REDACTED]

**AGREEMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT OF ASSETS AND
ASSUMPTION OF OBLIGATIONS & LIMITED POWER OF ATTORNEY**

This Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations ("Transfer and Assumption Agreement") is made as of April 4, 2020 by Mr. [REDACTED] Sole Proprietor, an Unincorporated Person, with an office located at: [REDACTED] ("Assignor"), and ICTS TRUST ATOA (Sovereign Trust) with an address located at 8788 Southwestern Blvd, Angola, NY 14006 (Hereinafter referred to herein as "ICTS") ("Assignee"). WHEREAS, Assignor desires to enter into A Joint Venture (Hereinafter referred to as a "JV") Agreement utilizing his blocked funds in Doha Bank, Account Number: 202-[REDACTED]-1-10-0, (Hereinafter referred to as "The Asset") and WHEREAS, Assignor desires to convey, transfer and assign to ICTS (Assignee, and Assignee desires to acquire from Assignor, the specific Blocked Funds Letter in the amount of FIVE HUNDRED MILLION USD (\$500,000,000.00), hereinafter referred to as the "Asset" in connection therewith, Assignee has agreed to assume all of the liabilities of Assignor relating to the Asset, on the terms and conditions set forth herein. NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment.

1.1. Assignment of Asset. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby assign, grant, bargain, sell, convey, transfer and deliver to Assignee, and its successors and assigns, all of Assignor's right, title and interest in the Blocked Funds Letter relative to his Doha Bank Account No. 202-[REDACTED]-1-10-0, commonly known as (the "Asset").

1.2 Further Assurances. Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of transfer and assignment, including without limitation any further specific or relevant documents related to the asset in addition to this Transfer and Assumption Agreement, as Assignee shall reasonably request to evidence more fully the assignment by Assignor to Assignee of the Asset.

Section 2. Assumption.

2.1 Assumed Liabilities. As of the date hereof, Assignee hereby assumes and agrees to pay, perform and discharge, fully and completely, (i) all liabilities, commitments, contracts, agreements, obligations or other claims against Assignor, whether known or unknown, asserted or unasserted, accrued, unaccrued, absolute or contingent, liquidated or unliquidated, due or to become due, and whether contractual, statutory, or otherwise associated with the Business (the "Liabilities")

2.2 Further Assurances. Assignee shall from time to time after the date hereof at the request of Assignor and without further consideration execute and deliver to Assignor such additional instruments of assumption in addition to this Transfer and Assumption Agreement as Assignor shall reasonably request to evidence more fully the assumption by Assignee of the Liabilities.



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The Asset, the terms of which govern the rights of the party hereto and in consideration of the following terms, duties, and conditions, as follows:

WITNESSETH:

WHEREAS, it is the intent of the Two Parties hereto to enter into this Agreement, and

WHEREAS, WHEREAS, ICTS has agreed to enter into an Agreement herein with [REDACTED] that utilizes the Asset, over which [REDACTED] has transactional authority, Proof of Funds are attached hereto as Exhibit A (Doha Bank Account No. 202-[REDACTED]-1-10-0 via Blocked Funds Letter), to be assigned to ICTS, where the proceeds from leverage obtained through ICTS XUSD Gold-backed Crypto-Currency and its Smart Exchange are shared between ICTS and [REDACTED] based upon this MOU and transactional deal points agreed upon below.

WHEREAS, ICTS and [REDACTED] specifically acknowledge that each party has fully disclosed to the other the terms and conditions of the subject Asset and ICTS, acknowledging its full awareness and understanding of said Asset, now represents and warrants that it is apprised, to its full satisfaction, of all aspects of the Asset, and

WHEREAS, [REDACTED] hereby warrants with full legal responsibility that he is ready, willing and able to assign the asset and provide a Blocked Funds Letter in favor of ICTS or other entity authorized by ICTS to receive it on behalf of ICTS for the purpose of the business activity of the Joint Venture and in which said Asset is to the best knowledge of both Parties clean and clear of any liens, encumbrances of any kind, and is of non-criminal origin, and

WHEREAS, ICTS hereby warrants with full legal responsibility that it is ready, willing and able to utilize the Asset through its own Smart Crypto-Currency and private Sovereign Smart Exchange, utilizing the above-referenced Asset in addition to their own gold-backed Crypto-Currency and credit position, as needed, to further enhance the value of the [REDACTED] Asset for the express purpose of generating project funding for Humanitarian and/or profitable projects, together with generating generational wealth for the Parties herein.

WHEREAS, all Parties hereby agree to deal openly with full disclosure and in good faith for the full execution and performance of this Agreement and for the mutual benefit of the Parties, regarding this Agreement.

NOW, THEREFORE:

In consideration of the foregoing promises, undertakings, covenants, and conditions, together with other good and valuable consideration, the legal sufficiency of which is hereby mutually acknowledged and agreed upon by the Parties, the Parties herein expressly enter into this AGREEMENT, under the terms and conditions set out hereafter, whereby ICTS agrees to use its "best efforts" to produce profits using the Asset from [REDACTED] to enhance the client's net worth under the following terms and conditions as set forth herein below:

GENERAL PROVISIONS

Business Purpose: ICTS TRUST ATOA (ICTS) as Party A, Mr. [REDACTED] as Party B, will mutually provide specific investment opportunities and credit facilities, to generate mutual profits for the



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parties. [REDACTED]

The goal of the Business relationship between Party A and/or its assigns, Party B and/or its assigns, will be to deal primarily with the monetization, leverage and utilization of the Asset through our private Smart Exchange. The primary objective of this Agreement is to assist in the receipt and administration of humanitarian project funding, generate profits through mutual efforts to fund mutually approved projects belonging to Party A and/or its assigns, Party B and/or its assigns. ICTS and/or its assigns and the undersigned Principal Party, Party B Mutually agree that ICTS shall provide all services needed to transfer/monetize the Asset and provide the necessary accounts for this Joint Venture.

Commencement: This Business relationship shall commence on the Effective Date: April 10, 2020, as referenced above, and shall continue in existence until expired, terminated, liquidated, or dissolved by law or as herein provided. It is understood by the Parties that prior to the distribution of any profits to [REDACTED], ICTS shall arrange for a Private Sovereign Trust to be established on behalf of [REDACTED] under the name of [REDACTED] and all distributions shall be made to Melody Trust for further distribution. Any amendments which will need to be made at the time of [REDACTED] formation will be made via Addendum to this Agreement and made a part of this Agreement.

Transactional Provisions, Terms and Details:

Notes:

Security: [REDACTED]

Terms:

Provider shall provide the Asset (with rolls and extensions) for the Asset margin position, [REDACTED] ICTS and [REDACTED]. Expenses are expected to be minimal in the form of overnight mail, transfer and delivery fees, etc. [REDACTED] per distribution, an addendum shall be created, maintained and added to this agreement as an acknowledgement that both parties have agreed to any additional expenses.

1. [REDACTED] by executing this MOU, hereby assigns to ICTS FIVE HUNDRED MILLION USD (\$500,000,000.00) in the form of a Doha Bank issued Blocked Funds Letter in Favor of ICTS and/or ICTS authorized receiver (See Exhibit A below) for the purpose of monetization, leverage and profit generation.

2. [REDACTED] agrees upon execution of this MOU to provide [REDACTED] a Blocked Funds Letter on Doha Bank letterhead signed by two bank officers, with associated pin numbers and business cards embedded in the letter to two email addresses of the ICTS private Smart Exchange (to be determined). Once the Blocked Funds Letter is received by the private Smart Exchange via email or other agreed upon delivery method, the monetization and leveraged Smart Exchange operation shall commence. Also, upon receipt of the blocked funds letter by the ICTS Trustee, James Nelson, ICTS shall provide [REDACTED]



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[REDACTED]

3. ICTS shall be able to further fractionalize, transfer and assign said reserve values to any monetizer or bank, including Crypto-Currency Exchanges in which ICTS has equity ownership interest on any exchange in our network to maximize JV profits. It is expected that the primary method of generating profits will result from proprietary activity on our private Smart Exchange; however, to maximize profits for the JV, subject to [REDACTED] approval, additional profit-generating offers may be made to [REDACTED] and must be approved by [REDACTED] prior to commencement.

4. [REDACTED]

5. [REDACTED]

[REDACTED]

[REDACTED]

7. All intermediary fees must be paid under separate agreement.

[REDACTED]

[REDACTED]

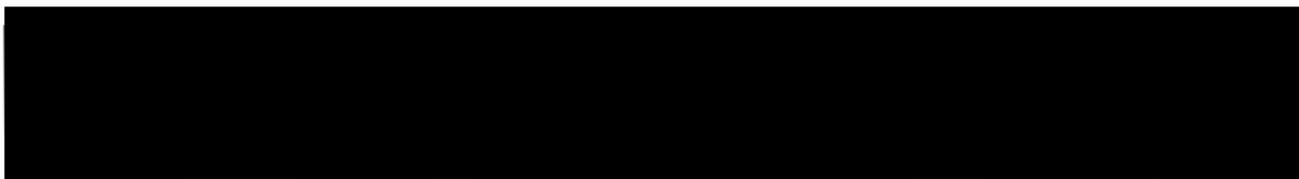
10. ICTS and [REDACTED] both mutually agree to utilize the Asset to monetize, leverage and transact through the ICTS private Smart Exchange to fund mutually approved projects on behalf of [REDACTED] and to create generational wealth on behalf of the Parties. Furthermore AD agrees to also use the Asset values to back Crypto-Currency known as XUSD (multiple coins), Troptions (4 coins), and other cryptocurrencies issued by XUSD Blockchain Holdings LLC, [REDACTED] [REDACTED]



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[REDACTED] up to a total of 99 years in perpetuity through LEGACY TRUSTS that shall be set up for the benefit of the Parties. The intention of ICTS is to provide [REDACTED] with a long-term scenario that creates generational wealth and project funding in perpetuity. [REDACTED] performance is considered to be done on a "best efforts" basis.

At the end of ten years and one day, the assigned funds can be returned to [REDACTED]; however, upon the agreement of the Parties, an extension may be executed.



12. [REDACTED] understands that all activities pertaining to the Asset shall be transacted on the ICTS Private Smart Exchange and that an ICTS Trustee/Technical operator/Smart Exchange Manager will have full administrative control of the backend operation of the Smart Exchange, will be acting on behalf of ICTS to perform all activities on the Smart Exchange on behalf of the JV Partners. Due to the nature of the Blockchain technology and Smart Contract System on the Smart Exchange, all transactions on the exchange are considered to be highly safe, reliable and trackable.

13. The following document set and procedures must be completed and executed prior to commencement of the deal points above as follows:

- a. Asset Pledge Agreement, Joint Venture Agreement, Memorandum Of Understanding,
- b. Letter of Authorization and any other specialized documents which may be required as needed to complete the commencement of JV Business operations.
- c. Return the document set to ICTS for approval and execution.



Income distributions:

The total net profits from the [REDACTED] [REDACTED] All profits are disbursed from the ICTS or its nominated bank/digital wallet and distributed under the specific contract and distribution schedule applied and agreed to in this transaction.



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Tax Consequences to the Parties:

Neither [REDACTED] nor ICTS makes any representations regarding the tax consequences of the proposed investments, if any, in any jurisdiction covered by this Contract. It is agreed by the Parties hereto that each accepts its liability for taxes, imposts, levies or charges that may arise as a result of the return on the investment, without any right of contribution or indemnification by the other Party.

Confidentiality & Non-disclosure and Miscellaneous Terms and Conditions:

The terms and conditions of this Agreement shall remain confidential and shall survive closing. This Agreement shall remain valid and enforceable until all distributions to which [REDACTED] and ICTS are entitled under this Agreement are received by the Paymaster as certified "free and clear for further transfer" and disbursed to all Parties.

The applicable Non-Circumvention/ Non-Disclosure conditions of the ICC 500 Rules and Regulations are binding upon all Parties to this Agreement as well as to any other pending or future transactions. All signed copies of this Agreement, including fax transmissions thereof, shall be considered legally binding documents. This Agreement and the rights and obligations hereunder are binding and inure to the respective heirs, legal representatives, assignees and/or successors of the Parties to this Agreement.

Notices:

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, telexed or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the address as set forth below, or at such other address for a Party as shall be specified by like notice immediately upon the Party's receipt of same; provided that the notices of a change of address shall be effective only upon receipt thereof.

Business relationship:

Party A (ICTS), and Party B [REDACTED] shall determine within this agreement the management and control of the business and the relationship of the Parties in conducting the various investment opportunities in which they participate, Party A and Party B, shall manage and control the affairs of their Business relationship to the best of their ability and shall use their best efforts to carry out the business referenced in this Agreement.

Distribution of Expenses:

All expenses/fees of the Business relationship shall be paid equally by both parties once business activities commence in connection with the Agreement. These expenses/fees shall include any wire transfer fees of the Net Profits; basic accounting for the Business relationship, escrow fees and other miscellaneous fees attributed to day to day operations of the Business relationship. Each party is responsible for his own taxes and private legal fees but any legal fees generated from the ongoing business of the parties shall be deducted from the Profits.



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Dissolution:

This Business relationship shall be dissolved upon the happening of any of the following events:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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Binding effect:

All rights, duties and/or benefits under this Agreement in favor of the Parties, will likewise inure for the benefit of their respective heirs, successors in title and/or assigns.

Cessation, assignment and delegation:

The Parties shall not be entitled to cede and/or assign any of their rights or delegate any of their obligations incurred with respect to this Agreement without the written permission obtained, in advance of such attempted transfer of rights from the other Party, with the exception that the Parties may employ third parties to assist them in the execution of their duties provided that the Party who employs such third party or parties will ensure that such third party or parties to be engaged will likewise comply with the terms of this Agreement. Such third parties shall not be intended beneficiaries of any of the terms of this Agreement.

In order to be effective, all notices sent to [REDACTED] shall concurrently be sent by e-mail to: [REDACTED] and for ICTS it shall concurrently be sent by email to:

Jurisdiction:

This Agreement shall be construed, executed and enforced according to the laws of the respective jurisdictions of the Sovereign Parties. The Parties agree to first settle any disputes arising out of or in connection with this Agreement, including any questions regarding its existence, validity or termination, through mediation/arbitration (all Parties hereby agreeing to use good faith efforts, utilizing an Erie Tribal Judge for North America, in connection therewith) before filing any action in an appropriate court. Any disputes arising between the parties shall be settled by the World Court at the Hague should good faith efforts fail to produce a fair and equitable resolution of the matter.

Entire agreement / no amendment:

This Agreement and any Addenda attached hereto represent the full and final agreement between the Parties and supersedes and revokes all previous agreements between the Parties, whether verbal or written. Any amendment hereto can only be effected in writing to have any force and/or effect.

Indemnification:

Each Party hereto irrevocably agrees to indemnify and hold each other harmless from any actions, debts and/or



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liability or liabilities caused and/ or incurred by the other Party, including paying reasonable attorneys' fees and, based on the fact that this is not a general partnership between the Parties, but is in fact a Joint Venture. Further, the Parties shall have no liability against one another for any loss suffered which arises or might arise out of any action or inaction executed or negotiated in good faith, and if it is determined that such course of conduct or inaction was in the best interest of the Business relationship and consistent with the terms of this Agreement, such action will not be tantamount to negligence or misconduct. The Parties shall indemnify one another against losses, judgments, liabilities and any amounts expended in or for the purposes of the settlement of any claims sustained due to the breach by the other Party with respect to the provisions set forth in this Section. The Parties hereby represent and warrant to each other that this transaction is entered into pursuant to the terms of this Agreement are lawful and that the indemnification set forth above shall apply to any breach of the foregoing representation.

Execution in counterpart:

All facsimile copies of documentation will be regarded as true copies of the originals until the contrary is proved and all electronic signatures and executions to this Agreement by the designated representative Party shall be valid in counterpart and when executed in parts, and shall be considered to be and constitute a whole document and be legally binding on the Parties when transmitted electronically between the Parties.

Miscellaneous provisions:

Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the Parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the Parties other than those set forth herein.

Headings. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

Other Instruments. The Parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become reasonably necessary to effectuate and carry out the purposes of this Agreement.

Further Assurances. The Parties hereto covenant and agree that they will further execute instruments and documents as are or may become reasonably necessary to effectuate and carry out the purposes of this



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Agreement. ICTS represents and warrants that the Trustee [REDACTED] has the authority to bind the Bank to the terms of this Agreement and that this Agreement does not violate any terms of governing documents.

[REDACTED]

Miscellaneous. Each Party represents and warrants that it is not presently bound by any agreement with any third party which limits its performance of any of the obligations or activities provided for under this Agreement. [REDACTED] warrants that he will not enter into any agreements which limit their ability to perform any of their specific obligations or activities provided for under this Agreement.

ICTS hereby represents and warrants, that to the best of its knowledge and belief, that [REDACTED] or any of his associates, nor any person acting on behalf of [REDACTED] have made any statement or offer which in any way whatsoever can be construed to be a solicitation for this service.

5. All Statements and Representations made under this Agreement are made with full legal and / or corporate responsibility. All Parties hereto, represent, warrant, and confirm that each is empowered, and legally and duly authorized, to execute and deliver this Agreement, and bind the Parties to all of the terms, representations, and conditions set out herein.

6. All Parties acknowledge that they have had adequate time and opportunity to consult with Counsel of their choosing prior to the execution of this Agreement; and that each fully understands the Facts and has been fully informed as to any Rights or Legal Obligations connected herewith, and having had such advice, each has executed this agreement freely of their own volition, and without reservation.

7. All monetary transactions, in their entirety, shall be expressed in United States Dollars, Euro Dollars, and/or other acceptable currency/Crypto-Currency.

8. It is a prime condition that the Parties shall hold any banking coordinates contained within this Agreement in the strictest of confidence. Any unauthorized communication(s) to any third parties, not allowed under the exclusions set out herein, whether verbal or written, shall automatically allow the non-breaching party to nullify and void this Agreement, at its or their sole option. Any violation of this confidential procedure may result, again at the sole option of the non-breaching party, in its or their election to take appropriate action against the breaching Party to seek the JV profits.

9. This Agreement shall become effective upon execution, transmission, and receipt by the respective parties.



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10. All Parties to this Agreement have the prerogative to require courier delivery of the signed original Documents, but failure to deliver the same shall not constitute a waiver of any rights or the termination of this Agreement, so long as reasonable and good faith intent was made to do so, and such can be clearly shown.

11. This Agreement contains the entire agreement between the Parties in regard to the subject matter hereof and supersedes and replaces all prior written or verbal representations regarding the subject matter of this Agreement between the Parties. There are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein. It shall remain in Full Force and Effect until terminated according to the procedures above, and shall be binding upon the Parties, their attorneys, their Heirs, Assigns, Agents, Issuers, Solicitors, Representatives, Employees and all associated Parties involved in the transactions that comprise the Subject Matter of this Agreement.

12. Any changes or modifications to this Agreement must be made in writing, and executed by all Parties, as a condition precedent to implementation of such changes or modifications.

13. In the event that any of the terms of this Agreement are in conflict with any Rule or Law, or Statutory Provisions, or otherwise are unenforceable under the laws or regulations of any government or subdivisions thereof having jurisdiction, such terms shall be deemed stricken from this Agreement. Such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and this Agreement shall continue in full force.

14. In the case of incapacity of any Party to this transaction, their monetary shares, equity and participation shall automatically be transferred to their heirs, successors and assigns without further demand or action.

15. Any distribution of funds received by a party under this Agreement shall be the liability of the receiving party and such party is solely responsible for the distribution of any taxes, imposts, levies, duties or other government charges applicable to the transaction. The funds deposited into the tax levy account to be established shall be used to pay estimated taxes as determined by the accountants. Each receiving party hereby indemnifies the other party receiving funds hereunder from any action commenced against it for non-distribution of taxes, imposts, levies, duties or any other applicable government charges it is responsible for paying.

16. ■ shall maintain his accounts, if any related to this transaction, in good standing for the duration of this Agreement and shall make the proper filings and statutory distributions in a timely manner. ICTS shall maintain its status as a Trust in good standing for the duration of this Agreement and shall make the proper filings and statutory distributions in a timely manner.

17. The Paymaster, upon receipt of any distribution from the JV business activities and transactions, is solely responsible for making further distributions, if any, to its consultants, members, employees and other



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parties. ICTS hereby agrees to indemnify [REDACTED] from third party actions relating to non-receipt of distributions it owes once it has received a distribution from the ICTS Trustee.

18. Furthermore, [REDACTED] agrees to indemnify ICTS from third party claims and demands which [REDACTED] is responsible for causing, so long as ICTS is free from any wrongdoing. Likewise, ICTS agrees to indemnify [REDACTED] from third party claims and demands which ICTS is responsible for causing, so long as [REDACTED] is free from any wrongdoing.

19. ICTS will make every attempt to make any and all profit distributions in a timely manner, bank closures or force majeure notwithstanding.

20. This Agreement shall be subject to modification based on changes in financial markets affecting credit lines or managed investment contracts or legal or regulatory rulings significantly affecting credit lines and managed investment contracts.

22. In the event ICTS or [REDACTED], either voluntarily file or involuntarily have filed against them, a petition for Bankruptcy, the filing party must immediately send written notice to the other party via First Class Mail, first class mail prepaid, to their last known business address, as well as simultaneously sending an email, a fax, and making a telephone disclosure to the other Party. Any such bankruptcy filing shall be subject to any operating agreement in place for exploiting the secured credit lines under management, and such secured credit lines shall be exempt from any bankruptcy proceeding; however any distribution due or payable in the future shall be under the jurisdiction (strike "to" and replace with "of") the Bankruptcy proceeding.

23. This Agreement will be construed under and governed by the substantive law of the Sovereign Parties and the respective Sovereignty of the Parties. The Parties, by mutual written agreement, may agree to settlement of an issue that cannot be mutually agreed upon, by binding arbitration from a recognized arbitration service, in the jurisdiction as assigned by the court. Any such arbitration hearing must adhere to and apply the local rules concerning evidence and application of the applicable laws as applied in that jurisdiction for the subject matter under consideration.

24. Claims hereunder shall be adjudicated first by an Erie Tribal Judge of North America and subsequently in a forum of proper jurisdiction in the World Court at the Hague if required, and the prevailing party shall be entitled to reasonable attorney fees and reimbursement of reasonable costs and expenses as awarded by said court as standard in the jurisdiction in which the case is heard. The minimum charge for a Tribal Court hearing is \$120,000.00 USD.

25. [REDACTED] shall provide ICTS with a specific list of banks accounts, including instructions for where ICTS'S Smart Exchange Trustee shall forward all disbursements via bank wire to those accounts nominated by [REDACTED]. If a third party is due a distribution from a disbursement to [REDACTED] the responsibility to make said distribution is the sole responsible of [REDACTED] respectively, unless the parties agree to amend this policy.



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28. This Agreement may be executed in multiple originals and a fully executed electronically transmitted copy or facsimiles thereof shall be deemed an original legally binding document. Any modifications to this Agreement must be in writing and signed by all parties. Each signatory to this Agreement shall have the right to have this Agreement delivered either personally or via courier of the original signed and notarized document.

29. This Agreement may be executed in one or more counterparts, none of which requires more than one signature thereon to be a legal and binding counterpart. Further, any counterpart hereof transmitted digitally or electronically, and / or signed, initialed, or marked digitally or electronically, will also be deemed an original, and shall be a Binding, and Enforceable Document, unless otherwise specified in writing by the Parties. In similar fashion, digitally or electronically transmitted counterparts of any executed modification or amendment to this Agreement will also be deemed to be an original and binding document or documents.

30. This Agreement represents the final and entire agreement between ICTS and [REDACTED] as it relates to the subject matter herein and supersedes all prior oral or written agreements.

The signatories below by affixing their signatures hereto state that they are duly authorized to execute this Agreement and legally bind themselves and/or their Sovereign Trusts to this Agreement as of the date first appearing herein.

The undersigned have read and understand the foregoing and do hereby confirm their intent to act, without delay, to implement the contents and provisions of this Agreement.

By signing below, both parties agree that this contract becomes fully active and enforceable, the Sovereign Parties respective jurisdictions, to include the Erie Tribal Court and the World Court.

Agreed, understood and accepted this 10th Day of April by ICTS:

For and on behalf of: **ICTS TRUST ATOA (Sovereign Trust)**

By: [REDACTED]

SIGNATORY NAME: James Nelson

Passport #: [REDACTED]

Date of Issue: 28 Dec 2012

Date of Expiry: 27 Dec 2022

Issuing Authority: USA



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Date of Expiry: [REDACTED]

Issuing Authority: New York State, USA

Agreed, understood and accepted this April 10, 2020:

For and on behalf of: [REDACTED]

By: [REDACTED]

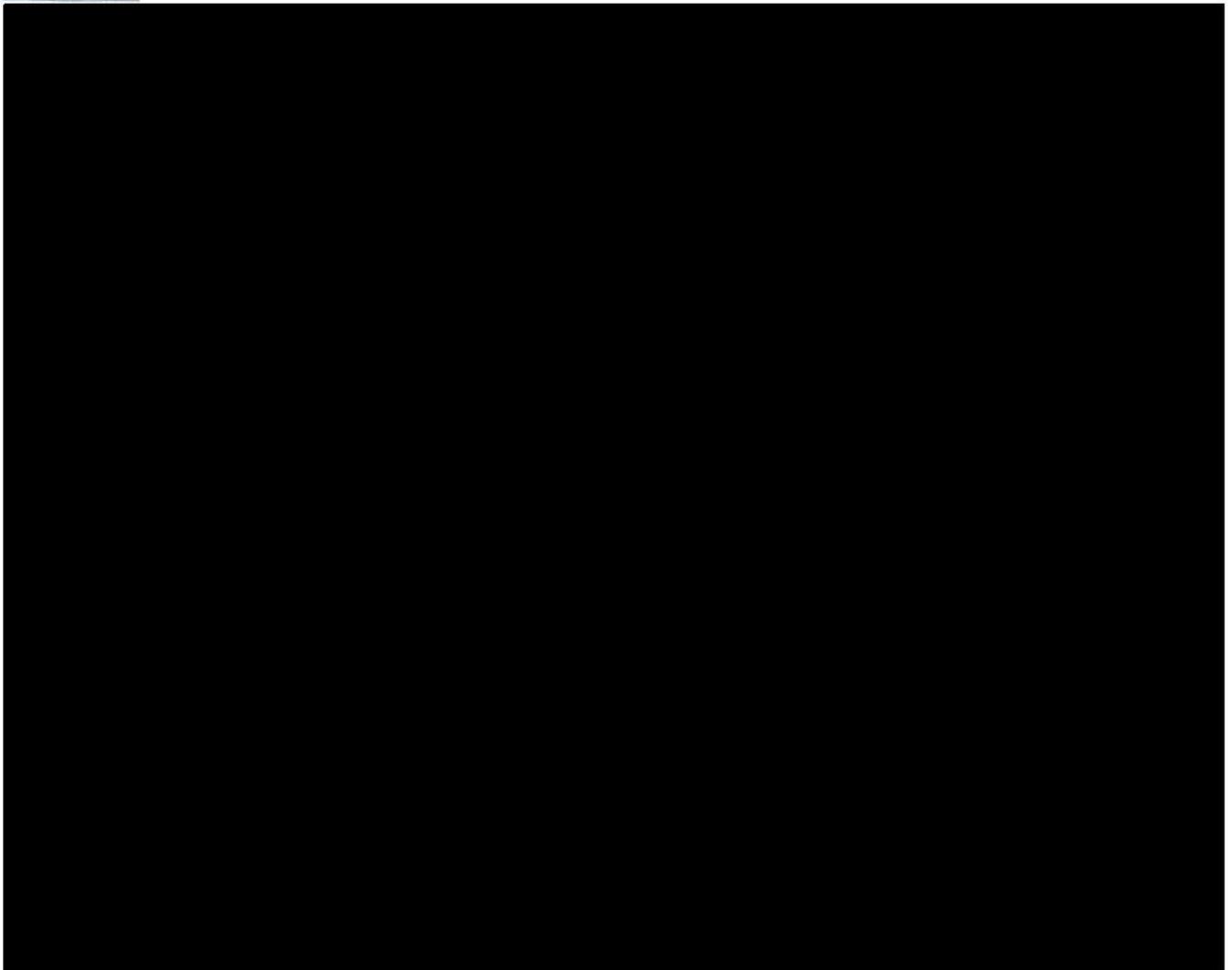
SIGNATORY NAME: [REDACTED]

As an UNINCORPORATED PERSON



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EXHIBIT A





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QATAR
QATAR 2010030107579



No.:1073579



MR/MS/LL/MISS/LLP
PATRIEN: name

A/C 210-482893-1-20-6
Account Statement USD

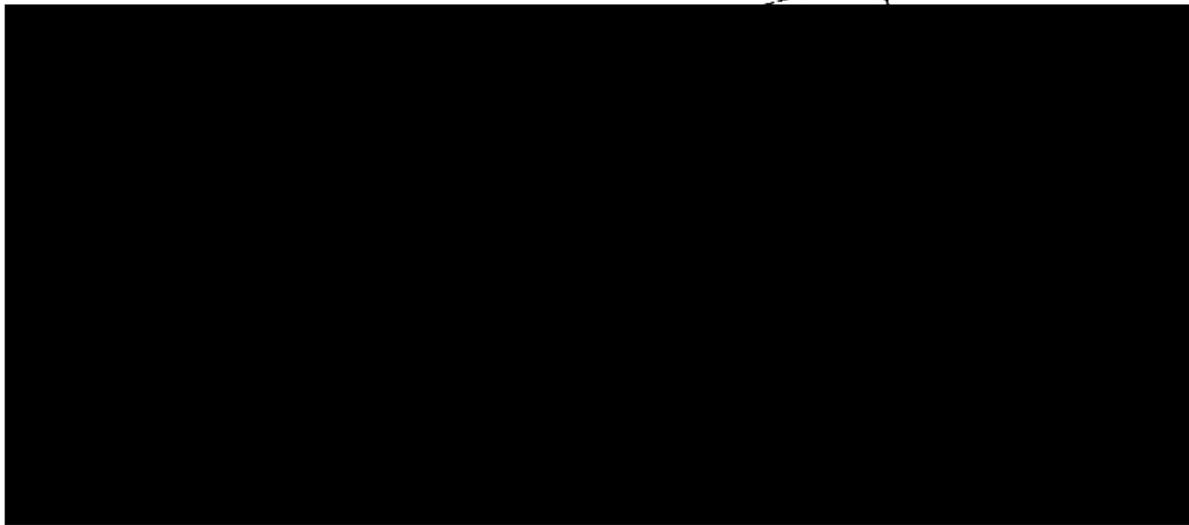


All / USA. 03-30-2020

Statement Period is: USD
01-30-2020 03-30-2020

Date	Ref No.	Description	Value	Date	Debit	Credit	BAL in USD
01-30-2020	8365	Previous BAL					\$500,000,000.00 USD
02-30-2020	8361	Opening BAL		02-30-2020			\$500,000,000.00 USD
03-30-2020	A/161	Closing BAL					\$500,000,000.00 USD

Unless specified queried by you within a week, otherwise the notice is deemed approved.
Subject to credit for amounts that have not yet been received.



Disclaimer: This is not valid without authorized signature on of the bank with their names

AND Signature Authority bears the responsibility along with Doha's official stamp

ملاحظة: هذا البيان غير صالح بدون توقيع البنك مع أسمائهم

والتصديق الرسمي من بنك الدوحة مع ختمه الرسمي

Call Centre, Ph: (974) 22212121 and email address: info@dohaibank.qa

التصديق الرسمي من بنك الدوحة مع ختمه الرسمي

والتصديق الرسمي من بنك الدوحة مع ختمه الرسمي

ملاحظة: هذا البيان غير صالح بدون توقيع البنك مع أسمائهم

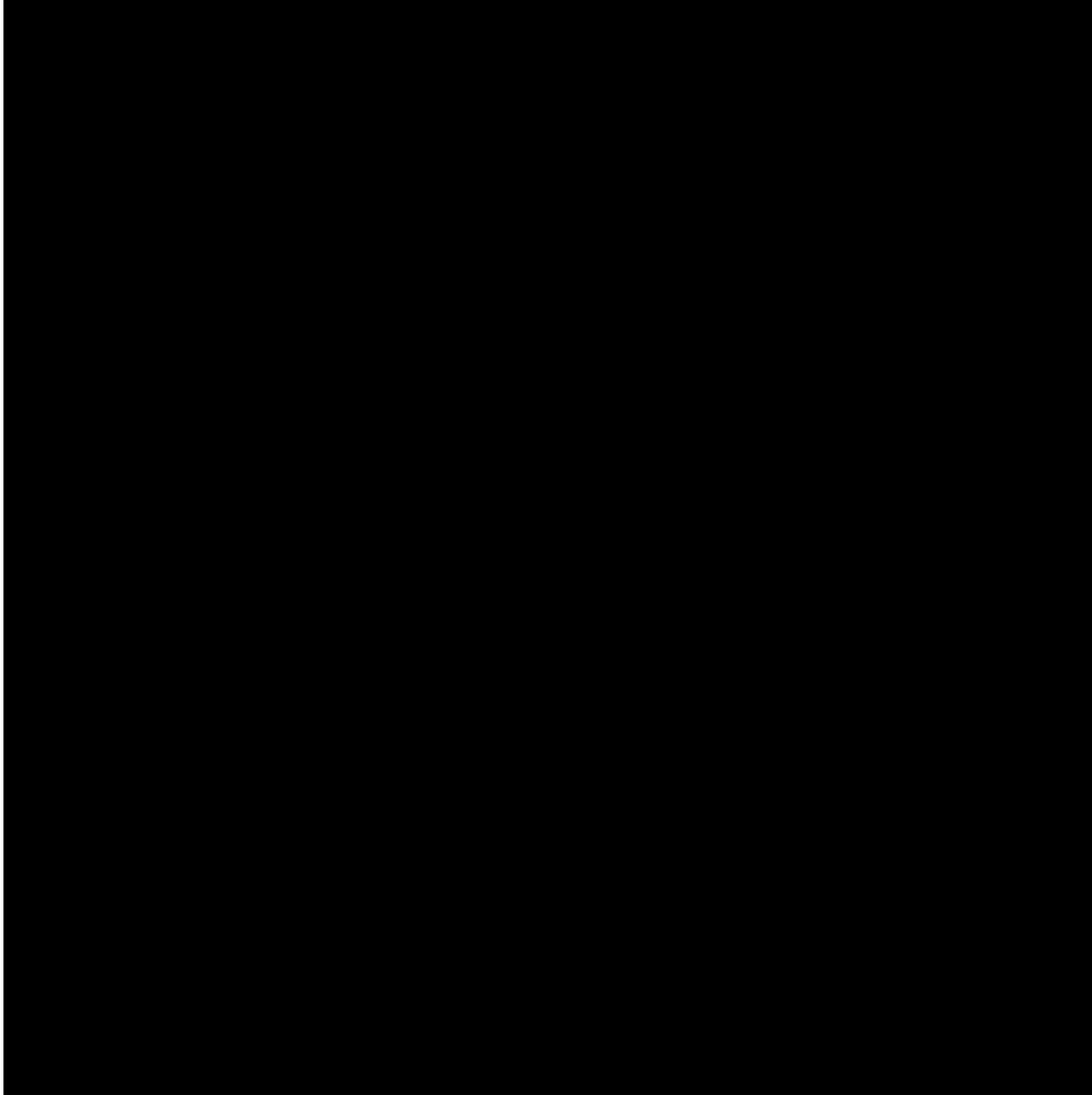
والتصديق الرسمي من بنك الدوحة مع ختمه الرسمي

Call Centre, Ph: (974) 22212121 and email address: info@dohaibank.qa



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EXHIBIT B





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EXHIBIT C

DEFINITIONS

Blockchain - A digital ledger in which transactions made in Bitcoin or another Crypto-Currency are recorded chronologically and publicly. As blockchain allows digital information to be distributed but not copied and is being used in this case specifically for Crypto-currency secured transactions.

Cyber Coin - A Crypto-Currency (cyber coin) is a digital or virtual currency that uses cryptography for security. A Crypto-Currency is difficult to counterfeit because of this security feature. A defining characteristic of a Crypto-Currency (cyber coin), it is not issued by any central authority, rendering it theoretically immune to government interference or manipulation.

Crypto-Currency - A digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

Fluctuating Coin - A coin tied to the Crypto-Currency market that fluctuates with the market based on market price.

Smart Contracts - Smart Contracts are self-executing contracts with the terms of the agreement between buyer and seller directly written into lines of code. The code and the agreements contained therein exist across a distributed, decentralized blockchain network. Smart Contracts permit trusted transactions and agreements to be carried out among disparate, anonymous parties without the need for a central authority, legal system, or external enforcement mechanism. They render transactions traceable, transparent, and irreversible.

ICTS Sovereign Smart Exchange aka Smart Exchange - ICTS Private invitation only exchange wherein our clients, customers and JV partners are invited to transact in high yield profit producing within a closed loop network using techniques that are intrinsic and proprietary to our network. Our exchange allows for cryptocurrencies, Governmental fiat currencies, gold, and silver to be held within our exchange.

Market Witness - Witnesses (computer software) serve the role of validating signatures and timestamps by including them in the blockchain. The Witness is a component of the smart coin technology. The Witness Service is embedded in the smart coin technology platform.

Stable Coin - A coin that is pegged to the local currency such as USD or Euro. It never fluctuates. It is always valued 1:1 to the local currency.

Witnessed Collateralized Smart Token - Private Coins have Witnesses that verify proper contract execution. Private Coins have security and are collateralized. Private Coins use Smart Coin technology, ensuring dynamic performance.



**ICTS TRUST ATOA, LLC
8788 SOUTHWESTERN BLVD
ANGOLA, NY 14006**

DISCLAIMER + LEGAL CONSIDERATIONS

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EXHIBIT D

