



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

**ASSET PLEDGE AGREEMENT  
JOINT VENTURE AGREEMENT  
MEMORANDUM OF UNDERSTANDING**

**“PERSONAL & CONFIDENTIAL”**

Note:

*This agreement is a personal and confidential agreement between a Sovereign entity and a private person registered in Malaysia, and upon formation of a Private Sovereign Trust, will be governed under the Sovereign Jurisdiction of a mutually acceptable Tribe of North America and The World Court at the Hague.*

ISSUE DATE OF AGREEMENT: August 21<sup>st</sup>, 2020

TRANSACTION AGREEMENT CODE: [REDACTED]

TRANSACTION AGREEMENT IDENTIFICATION: ICTS TRUST ATOA

THE ASSET PROVIDER: Mohamad Zahari Awang (Dato')

ASSET RECEIVER: ICTS TRUST ATOA (SOVEREIGN TRUST) hereinafter known as Party A or as “ICTS”

TRANSACTION AMOUNT: **SIXTY TWO BILLION TWENTY FOUR MILLION NINE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED FORTY EIGHT USD (\$62,024,942,448.00)**

ASSET: Gold SKR#: B-51 [REDACTED]

(Hereinafter referred to as “The Asset”.)

***For good and valuable consideration***, the sufficiency of which is corporately acknowledged by the signatories, this ASSET PLEDGE AGREEMENT, JOINT VENTURE AGREEMENT, MEMORANDUM OF UNDERSTANDING, hereafter referred to as the “Agreement”, is entered into as of this **21<sup>st</sup> Day of August 2020**, by and between ICTS TRUST ATOA (Sovereign Trust), located at 8788 Southwestern Blvd., Angola, NY 14006, by its Trustee, James L. Nelson, as its duly authorized signatory, (Hereinafter referred to herein as “ICTS”), and Mohamad Zahari Awang (Dato'), with an office located at: No. 12, Jalan Perkasa 5, Taman Maluri, 55100 Kuala Lumpur, Malaysia, (Hereinafter referred to herein as “DMZA”) (Collectively referred to herein as the “Parties” or individually as the “Party” and/or “Joint Venture Partners”). The business transacted between the Parties herein may be referred to as the “Joint Venture” or “JV”. The Parties represent and warrant, relating to the assignment of the above-mentioned asset together with any profits, credit lines/loans secured by The Asset, the



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

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 DMZA that utilizes the Asset, **over which DMZA has transactional authority**, GOLD-SKR is attached hereto as Exhibit A (Safe Keeping Receipt No.: B-51[REDACTED]), to be assigned to ICTS, where the proceeds from leverage obtained through ICTS XUSD Gold-backed Crypto-Currency and its Smart Exchange are shared equally between ICTS and DMZA based upon this MOU and transactional deal points agreed upon below.

**WHEREAS**, ICTS and DMZA 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 appraised, to its full satisfaction, of all aspects of the Asset, and

**WHEREAS**, DMZA 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 DMZA 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 DMZA to enhance the DMZA'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, Mohamad Zahari Awang (Dato'), (DMZA) as Party B, will mutually provide specific investment opportunities and credit facilities, to generate mutual profits for the



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

parties. The opportunity to Joint Venture with our private Smart Exchange is exclusively reserved for individuals or entities with a net worth of \$100,000,000.00 or more.

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/for profit 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: **August 21<sup>st</sup>, 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 DMZA, ICTS at their own expense shall arrange for a Private Sovereign Trust to be established on behalf of DMZA under the name of Mohamad Zahari Awang (Dato') all distributions shall be made to the Private Sovereign Trust for further distribution. Any amendments which will need to be made at the time of Private Sovereign Trust formation will be made via Addendum to this Agreement and made a part of this Agreement. The time required to setup the Private Sovereign Trust is approximately 2-3 weeks and shall commence once these agreements have been signed both parties.

**Transactional Provisions, Terms and Details:**

**Notes:**

**Security:** As indicated below, a 10% LTV ratio OF THE FACE VALUE OF THE ASSET herein in Cryptocurrency XUSDGOLD (or a fractionalized portion thereof on an as needed basis) shall be deposited to DMZA's transactional wallet on the Smart Exchange to be used by the private Smart Exchange operator as security for the Asset assignment, which shall be returned to ICTS upon successful completion of profit generating activities in excess of the initial assignment.

**Terms:** Provider shall provide the Asset for the Asset margin position, with the profits, credit facilities/loan, or profits distributed between ICTS and DMZA being split between the parties 50/50 net after expenses. Expenses are expected to be minimal in the form of overnight mail, transfer and delivery fees, etc. Should expenses exceed \$100 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. DMZA, by executing this MOU, hereby assigns, to ICTS, **SIXTY TWO BILLION TWENTY FOUR MILLION NINE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED FORTY EIGHT USD (\$62,024,942,448.00)** in the form of **GOLD SKR(s)** (See Exhibit A below) for the purpose of monetization, leverage and profit generation activities engaged in by the Joint Venture.

2. ICTS agrees that upon execution of this MOU, within 72 hours, ICTS Trustee, TRUSTEE NAME, ICTS shall provide to the Smart Exchange ONE BILLION XUSDGOLD (\$1,000,000,000.00 XUSDGOLD), plus rolls



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

& extensions, to trigger the Smart Exchange Credit to initiate the leverage and Smart Exchange process as needed to smoothly operate the Smart Exchange system.

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 DMZA's approval, additional profit-generating offers may be made to DMZA and must be approved by DMZA prior to commencement.

4. Smart Exchange profits (and any other profits generated on behalf of the JV by the Parties) shall be shared equally 50/50 between the JV partners.

5. 100% of the agreed-upon profit distributions to DMZA from this JV Agreement, will be transferred to the nominated bank account of DMZA (Exhibit D). These distribution instructions can **only** be altered in writing and no less than two weeks before any distribution is due to give ICTS additional time to make any necessary arrangements on their end.

6. All Smart Exchange profit is distributed to the JV partners for approved DMZA and ICTS Projects. The individuals executing this Agreement on behalf of ICTS and DMZA represent and warrant that they have the legal and institutional (Sovereign) authority to enter into this Agreement on behalf of the legal entity for which they are signing and to bind that entity to the terms of this Agreement.

7. It is agreed by both parties that "IF" ICTS DOES NOT successfully initially complete the first JV profit distribution within 30 calendar days as agreed upon, ICTS can request additional time in writing to extend the initial distribution date. Due to the nature of the involvement of banks and outside entities in the process, ICTS cannot guarantee the start date of distributions. However, ICTS can provide DMZA with weekly statements showing JV proceeds and the date of commencement of the process. Moreover, if this distribution is not made, ICTS is required to return the assigned Asset free of liens and encumbrances to DMZA within 7 to 10 banking days.

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

9. Should the JV decide to go outside of the Smart Exchange to engage in alternate or additional profit generating activities offered by any entity outside of the private Smart Exchange network, participation in such activities is subject to approval in writing by DMZA prior to commencement of such activity.

10. The Smart Exchange profits are non-recourse.

11. ICTS and DMZA 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 DMZA and to create generational wealth on behalf of the Parties. Furthermore DMZA agrees to also use the Asset values to back Crypto-Currency



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

known as XUSD (multiple coins), Troptions (4 coins), and other cryptocurrencies issued by XUSD Blockchain Holdings LLC, which is owned fully by ICTS (Sovereign Trust), for FIVE YEARS, with automatic Five-year renewable terms every Five Years up to a total of 25 years in perpetuity through LEGACY TRUSTS that shall be set up for the benefit of the Parties. The intention of ICTS is to provide DMZA with a long-term scenario that creates generational wealth and project funding in perpetuity. All Smart Exchange performance is considered to be done on a “best efforts” basis.

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

12. DMZA shall be paid in XUSD Gold-backed Crypto-Currency or any other mutually acceptable Crypto-Currency and DMZA shall also be allowed to exchange said XUSD or other currency with any ICTS TRUST ATOA Crypto-Currency Exchange or Bank into fiat currencies (USD, EURO, etc.), and shall have unilateral and autonomous control of JV profits in his Crypto-Currency wallet and the exchange of those currencies into any other currency desired subject to market conditions.

13. DMZA 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.

14. 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) Board/Trust Resolution(s) 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.
- d) Upon receipt ICTS will complete the requisite UCC filings to record the Asset assignment to ICTS and initiate the process outlined in transaction deal points 1 through 14.

**Income distributions:**

The total net profits from the Smart Exchange activities shall be equally divided with fifty (50%) percent of the profits to be paid to DMZA and fifty (50%) percent of the profits to be paid to the ICTS. 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.



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

**Tax Consequences to the Parties:**

Neither DMZA, 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 DMZA, 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 (DMZA) 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:**

ICTS will incur the expense of setting up the Private Sovereign Trust on behalf of DMZA, all other 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.

**Dissolution:**





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

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

- a) Any condition or circumstance which would result in the withdrawal, removal or insolvency of either of the Parties, to be reviewed and approved by the a mutually acceptable Tribal Judge for North America who has been appointed by the parties to adjudicate such situations on behalf of the Joint Venture Business arrangement herein;
- b) The sale or other disposition, not including an exchange of all, or substantially all of the Business relationship Assets as mutually agreed by the Parties;
- c) The Parties may exercise dissolution of this Agreement according to the transactional deal points outlined in number 10 above.
- d) The expiration of the Term hereof or the earlier termination of this Agreement due to the non-performance of any hereunder, at the sole election of the non-breaching Party.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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

**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 DMZA shall concurrently be sent by e-mail to:



, 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 a mutually acceptable Tribal Judge in North America, in connection therewith) before filing any action in the World 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 in a mutually acceptable Tribal Court in North America.

**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 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





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

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.

[REDACTED]

[REDACTED]

**Miscellaneous provisions:**

**Books and Records.** All Parties shall keep adequate books and records, in accordance with general accounting principles, setting forth a true and accurate account of all business transactions arising out of and in connection with the Investment Opportunities utilized under this Agreement. Each Party shall have the right to review such common books and records upon 48 hours advance written notice, excluding Bank Holidays and weekends.

[REDACTED]

**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 Agreement. ICTS represents and warrants that the Trustee, James L. Nelson, 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]



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



**Miscellaneous.**

1. 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. DMZA 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.

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

3. 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.

4. 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.

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



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

8. 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.



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

9. 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.

10. 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.

11. 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.

12. 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.

[REDACTED]

[REDACTED]

[REDACTED]

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



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

DMZA from third party claims and demands which ICTS is responsible for causing, so long as DMZA is free from any wrongdoing.

[REDACTED]

18. 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.

19. No partnership is implied or formed by this Agreement and nothing contained herein shall prevent either party from undertaking similar contracts with other parties.

[REDACTED]

21. 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.

22. Claims hereunder shall be adjudicated first by an a mutually acceptable Tribal Court in 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. [REDACTED]

[REDACTED]

23. [REDACTED]

[REDACTED] Agreement shall be wholly operated under the Private Sovereign Trust so as to make the jurisdiction a mutually acceptable Tribal Court of North America and/or World Court at The Hague.



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

[REDACTED]

25. This Agreement shall be legally binding upon the heirs, successors, assigns, parties. This Agreement shall be binding on controlling parties obtaining an active or passive interest, trustees, administrators, shareholders and other parties that might obtain an interest or controlling interest in either ICTS or DMZA.

26. 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 [REDACTED]. 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.

[REDACTED]

28. This Agreement represents the final and entire agreement between ICTS and DMZA 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 a mutually acceptable Tribal Court and the World Court.

Agreed, understood and accepted this **August 21<sup>st</sup>, 2020**, by ICTS:

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



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

By: \_\_\_\_\_

SIGNATORY NAME: James L. Nelson, Trustee

Passport #: \_\_\_\_\_

Date of Issue: 08/02/2017

Date of Expiry: 08/01/2027

Country of Issuance: USA

Agreed, understood and accepted this **August 21<sup>st</sup>, 2020**, by Mohamad Zahari Awang (Dato')

*For and on behalf of:* **MOHAMAD ZAHARI AWANG (DATO')**

SIGNATORY NAME: MOHAMAD ZAHARI AWANG (DATO')

Passport Number: \_\_\_\_\_

Date of Issue: August 6<sup>th</sup>, 2017

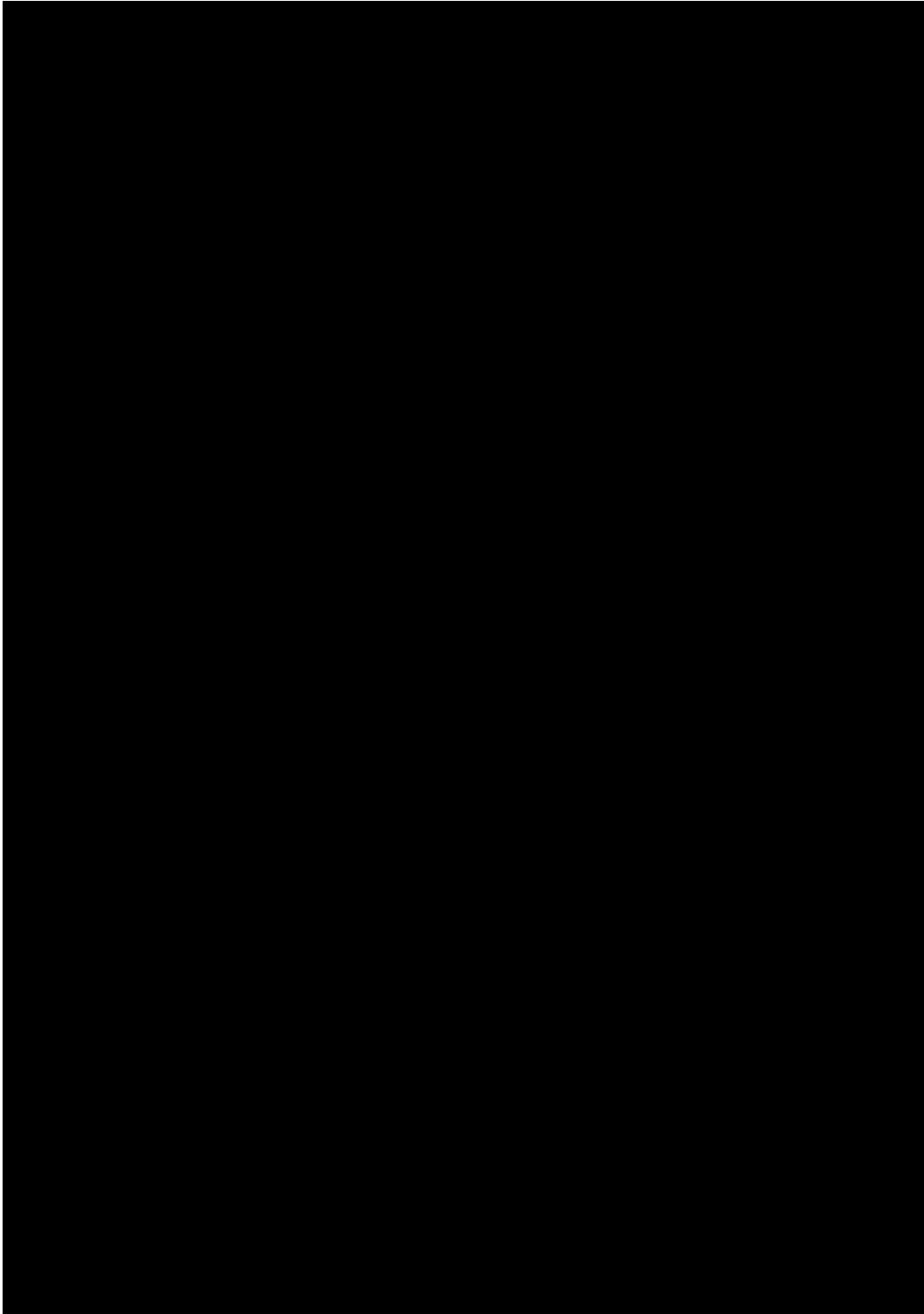
Date of Expiry: February 6<sup>th</sup>, 2023

Country of Issuance: Malaysia





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





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

**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 JV PARTNERS, customers and JV partners are invited to transact in high yield profit producing activities 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  
8788 SOUTHWESTERN BLVD  
ANGOLA, NY 14006**

**DISCLAIMER + LEGAL CONSIDERATIONS**

This document is for informational purposes. Readers are advised to carefully review the entire document before making any decisions about participation. ICTS TRUST ATOA is not liable for the reader's decisions. ICTS TRUST ATOA is a Sovereign Private Trust and all contracts extended are considered private.

