



ICTS TRUST ATOA
8788 SOUTHWESTERN BLVD.
ANGOLA, NY 14006

ASSET PLEDGE AGREEMENT

"PERSONAL & CONFIDENTIAL"

Note:

This agreement is a personal and confidential agreement between a Sovereign entity and Sovereign entity registered in the Philippines, and will be governed under the Sovereign Jurisdiction of The World Court at the Hague.

ISSUE DATE OF AGREEMENT: December 22nd, 2022

TRANSACTION AGREEMENT CODE: ITA-13TLNG/122222/DHHPI

TRANSACTION AGREEMENT IDENTIFICATION: ICTS TRUST ATOA

THE ASSET PROVIDER: DREAMSCAPE HOLDINGS HASHIMOTO PHILIPPINES, INC., hereinafter known as Party B or as "DHHPI"

ASSET RECEIVER: ICTS TRUST ATOA (a SOVEREIGN TRUST), hereinafter known as Party A or as "ICTS"

For good and valuable consideration, the sufficiency of which is corporately acknowledged by the signatories, this ASSET PLEDGE AGREEMENT, hereinafter referred to as the "Agreement", is entered into as of this 22nd day of December 2022, by and between ICTS TRUST ATOA (a 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 DREAMSCAPE HOLDING HASHIMOTO PHILIPPINES INC., with an office located at: [REDACTED] by its duly authorized signatory, [REDACTED] and (Hereinafter referred to, herein, as "DHHPI"), (Collectively referred to, herein, as the "Parties" or individually as the "Party"). The business transacted between the Parties, herein, may be referred to as "the Transaction". The Parties represent and warrant, relating to the assignment of the abovementioned asset, together with any business secured by The Asset, the terms of which govern the rights of the Parties, hereto, and in consideration of the following terms, duties, and conditions, as follows:



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WITNESSETH:

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

WHEREAS, ICTS has agreed to enter into an Agreement, herein, with DHHPI, that utilizes the Asset, over which DHHPI has transactional authority, Exhibits attached, hereto, as Exhibit A (Photos) and Exhibit B Government certification reports(s), to be assigned to ICTS, where the Asset will be assigned under Uniform Commercial Code, lien and filed to the commodity basket of XUSD BLOCKCHAIN HOLDINGS, LLC to back its Cryptocurrency/Tokens and assign the value thereof, to the Blockchain and Distributed Ledger of XUSD BLOCKCHAIN HOLDINGS, LLC. All transactional deal points are agreed upon as follows below:

WHEREIN, ICTS and DHHPI 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,

WHEREIN, DHHPI hereby warrants with full legal responsibility that they are ready, willing, and able to assign the asset and provide an Assignment 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 Parties, 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,

WHEREIN, ICTS hereby warrants with full legal responsibility that it is ready, willing and able to utilize the Asset for the purposes agreed, herein, utilizing the above-referenced Asset in addition to their own gold backed Cryptocurrency and credit position, as needed, to further enhance the value of the XUSD Cryptocurrency to the benefit of the Parties.

WHEREIN, 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.

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 enhance the XUSD BLOCKCHAIN HOLDINGS Cryptocurrency and net value utilizing the Asset from DHHPI under the following terms and conditions as set forth, herein, below:



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GENERAL PROVISIONS

Business Purpose: ICTS TRUST ATOA ("ICTS") as Party A, and DREAMSCAPE HOLDING HASHIMOTO PHILIPPINES INC., ("DHHPI") as Party B, will mutually provide specific information to one another as needed to facilitate this transaction opportunity.

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 to enhance the Cryptocurrency. The primary objective of this Agreement is to assign the LNG asset to ICTS TRUST ATOA to administer tokenization and leverage for the benefit of enhancing the XUSD Cryptocurrency and the administration of the currency into the global market. ICTS and/or its assigns and the undersigned Principal Party, Party B mutually agree that ICTS shall provide all services needed to tokenize/monetize the Asset and provide the necessary accounts for this transaction.

Commencement: This Business relationship shall commence on the Effective Date: December 22nd, 2022, as referenced above, and shall continue in existence until expired, terminated, liquidated, or dissolved by law or as provided, herein. Any amendments to this Agreement will be made via Addendum to this Agreement and made a part of this Agreement. The time required to set up this whole transactional structure is [REDACTED] and shall commence once this agreement has been signed by both parties.

Transactional Provisions, Terms, and Details:

Security: [REDACTED] herein, in XUSD Cryptocurrency (or a fractionalized portion, thereof, on an as needed basis) shall be deposited to DHHPI's transactional wallet.

Terms: DHHPI shall provide the Asset for tokenization, monetization, and backing of the Cryptocurrency. Any expenses arising from the transaction between ICTS and DHHPI shall [REDACTED] after expenses. Expenses are expected to be minimal in the form of overnight mail, transfer, and delivery fees, etc. [REDACTED] an addendum shall be created, maintained, and added to this agreement as an acknowledgement that both parties have agreed to any additional expenses.

1. DHHPI, by executing this Agreement, hereby assigns, to ICTS, the following LNG DEPOSIT, worth approximately THIRTEEN TRILLION EIGHT HUNDRED FOURTY ONE BILLION TWO HUNDRED NINETY MILLION SIX HUNDRED FIFTY-FIVE THOUSAND USD (\$13,841,290,655,000.00) (See Exhibit A & B below).

2. ICTS agrees, that upon execution of this Agreement, ICTS Trustee, James L. Nelson, shall [REDACTED] worth of XUSD Cryptocurrency.



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3. ICTS shall be able to further fractionalize, transfer, and assign said reserve values to any monetizer or bank, including Cryptocurrency Exchanges or Blockchains in our network.
4. The individuals executing this Agreement on behalf of ICTS and DHHPI 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.
5. ICTS and DHHPI both mutually agree to utilize the Asset to monetize, leverage and transact through the ICTS private PLATFORMS to fund mutually approved projects on behalf of DHHPI and to create generational wealth on behalf of the Parties. Furthermore, DHHPI agrees to also use the Asset values to back Cryptocurrency known as XUSDP, XUSDG, XUSDQ, and any other cryptocurrencies issued by XUSD Blockchain Holdings LLC, which is owned fully by ICTS TRUST ATOA (a Sovereign Trust), [REDACTED] up to a total of 50 years through perpetual Agreement that shall be set up for the benefit of the Parties. The intention of ICTS is to provide DHHPI with a long-term scenario that creates generational wealth and project funding in perpetuity.
6. DHHPI shall be paid in XUSD Cryptocurrency or any other mutually acceptable Cryptocurrency and DHHPI shall also be allowed to exchange said XUSDP or other currency with any ICTS TRUST ATOA Cryptocurrency Exchange, or Bank into fiat currencies (USD, EURO, etc.), and shall have unilateral and autonomous control of all Crypto in DHHPI's Cryptocurrency wallet and the exchange of those currencies into any other currency desired subject to market conditions.
7. DHHPI understands that all activities pertaining to the Asset shall be transacted by ICTS and that an ICTS Trustee/Technical operator/manager will have full administrative control of the backend operation of the network, will be acting on behalf of ICTS to perform all activities on behalf of the Parties. Due to the nature of the XUSD Blockchain technology, all transactions in the market and on the exchanges are highly safe, reliable, and traceable.
8. 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, Assignment, Corporate Resolution
 - b) Board/Trust Resolution(s) and any other specialized documents which may be required, as needed, to complete the commencement of transactional 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.



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Roles and Responsibilities:

DREAMSCAPE HOLDINGS HASHIMOTO PHILIPPINES, INC. - for the exchange of, XUSD Cryptocurrency for the ultimate benefit of the Asset owner,

1. Affect the pledging of Thirteen Trillion USD (\$13,841,290,655,000.00) in LNG.
2. Actively agree to media press releases, possible interviews with television, radio and print to inform, educate, and increase awareness of XUSD Blockchain Holdings, LLC

ICTS shall:

a.



b. To comply with Basel III regulations, ICTS shall [REDACTED]
[REDACTED] Tokens shall be provided [REDACTED] for benefit of Asset Owner.

c. DHHPI may choose to divide up said transactional wallet into a few additional wallets. [REDACTED]
[REDACTED]

d. Details of how and when these tokens can be traded or converted to fiat currency will be detailed in "Exhibit D" document to be drafted by ICTS [REDACTED] from the date that this agreement is signed by each party.

e.



f. ICTS will act as media coordinator and public relations representative as discussed in further detail below.

g. will prepare document set between the parties and for the parties.



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Miscellaneous:

(1) Asset Owner shall enter into an Asset Pledge Agreement with XUSD Blockchain Holdings, LLC for the acquisition of XUSD Cryptocurrency tokens



(3) Any of the language, herein, can be made as an amendment by written mutual agreement among the Parties; The Parties shall enter into additional non-disclosure and non-circumvention agreements, as reasonable; The Parties shall indemnify each other as appropriate for their respective services/liabilities and provide insurance certificates as may be reasonable under the circumstances;

(4) The Parties will document all agreements as necessary and in a timely manner; The Parties will agree on other substantive terms as necessary.

Token distribution:

The token distribution from all transaction activities shall be paid to DHHPI and disbursed from the ICTS nominated bank/digital wallet and distributed under the specific contract and distribution schedule applied and agreed to in this transaction. See exhibit E. for details.

Tax Consequences to the Parties:

Neither DHHPI, 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, impost, 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 DHHPI, 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.



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The applicable Non-Circumvention/ Non-Disclosure conditions of the ICC 500 / 600 Edition 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 (DHHPI) shall determine within this agreement the management and control of the business and the relationship of the Parties in conducting the various aspects of the transaction 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 any wallet accounts on behalf of DHHPI. Each party is responsible for their own respective expenses as mentioned above in the "Terms" section. These expenses/fees include any wire transfer fees, basic accounting for the Business relationship, escrow fees, and other miscellaneous fees attributed to daily operations of the Business relationship. Each party is responsible for his own taxes and private legal fees.

Dissolution:

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

- 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

Note: all parties must agree in writing to terminate or dissolve this agreement, otherwise parties agree to a binding arbitration to determine if said termination is justified.



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Confidentiality and non-circumvention:

The Parties, hereto, acknowledge that either party may introduce certain third-party traders, managers, banking professionals who were not known by the other party before the introduction, and certain confidential information has been disclosed by each party, to the other, during the course, of the introduction, compliance review and approval of the assets to be engaged in this Business Transaction.

The Parties, for the purposes of the execution of this Agreement, shall regard such information as the exclusive proprietary property of the introducing/disclosing Party, although the Party to which the third-party is introduced might ultimately deal directly or indirectly with the newly introduced 3rd party, and the confidential information may need to be discussed with the introduced third-party by the other party, during the approval process. The Parties irrevocably and unconditionally undertake to respect the proprietary property and confidential information of one another as follows:

- a) The Parties shall not use, divulge, or communicate to any person, unless on a "need-to-know" basis or with the written permission from the other party, any of the trade secrets or other confidential information, technical, commercial, or otherwise, obtained from DHHPI or ICTS by the other Party. This restriction shall apply and will continue to be of full force and effect even after termination of this Agreement [REDACTED] unless such information or knowledge becomes part of the public domain other than by disclosure by the non-authorized action of the infringing party.
- b) The Parties agree to adhere to the provisions contained in the International Chamber of Commerce (Paris, France) publications relating to non-circumvention and non-disclosure and the Parties acknowledge and agree that they have read and understand the contents thereof. Any renewals or third-party assignment shall be subject to the terms hereof.
- c) Each of the Parties shall be bound to honor all of the confidentiality and non-disclosure provisions set out herein and each Party mutually agrees to be subject to financial and other penalties as judged by a court of competent jurisdiction for infractions of this Section which provide financial rewards to or injure one Party over the other.

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.

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



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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 Arbitrator, 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 by a mutually acceptable Arbitrator.

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 affected 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, based on the fact, that this is not a general partnership between the Parties. 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 is 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 constitute a whole document and be legally binding on the Parties when transmitted electronically between the Parties.

Miscellaneous provisions:



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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 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.

Disclosure. The Parties jointly agree not to release any information to any third party without the prior written consent of the other, which consent will not unreasonably be withheld, nor to anyone who is not under an obligation of confidentiality with respect thereto about any of the terms of this Agreement. All terms and conditions regarding this Agreement and the Distribution of this Agreement will be confidential and will not be disclosed to anyone other than respective parties, their attorneys, and internal staff of the Parties and necessary third parties, such as board members and lenders approached for financing all of which shall be fully advised as to the confidentiality requirement.

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. DHHPI warrants that it 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 DHHPI or any of its associates, nor any person acting on behalf of DHHPI 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.



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

6. 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.

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.

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,



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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,



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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.

13. 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, impost, levies, duties, or any other applicable government charges it is responsible for paying.

14. DHHPI 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.

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

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



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17. 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. In the event ICTS or DHHPI, 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 of the Bankruptcy proceeding.

20. 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.

21. Claims, hereunder, shall be adjudicated first by a mutually acceptable Arbitrator 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.

23. 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 DHHPI.



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24. 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.

25. 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.

26. This Agreement represents the final and entire agreement between ICTS and DHHPI 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 mutually acceptable Tribal Court and the World Court.

Agreed, understood, and accepted this 22nd day of December 2022, by ICTS:

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



ICTS TRUST ATOA
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SIGNATORY NAME: James L. Nelson, Trustee
Company: ICTS TRUST ATOA
Passport #: [REDACTED]
Date of Issue: August 2, 2017
Date of Expiry: August 1, 2027
Country of Issuance: USA



BY: [REDACTED]
ONGROUND SIGNATORY
[REDACTED]
NZ Passport: [REDACTED]
Issue: 17 AUG 2017
Expiry: 17 AUG 2028
Country of Issue: New Zealand

Agreed, understood, and accepted this 22nd day of December 2022, by DHHPI:

For and on behalf of: DREAMSCAPE HOLDINGS HASHIMOTO PHILIPPINES INC.



By: [REDACTED]
SIGNATORY NAME: [REDACTED]



SUBSCRIBED AND SWORN TO BEFORE ME
THIS JAN 06 2023 DAY OF _____
AT: BALANGA CITY, BATAAN

Doc. No. 162
Page No. 34
Book No. 34
Series Of 20


ATTY. VINCENT EMMANUEL T. CRUZ
NOTARY PUBLIC FOR BALANGA CITY
NO. 384-22 UNTIL DEC. 31, 2023
CAPITOL COMPOUND, BALANGA CITY
PTR NO. 3246588; BALANGA CITY; 02/22/22
IBP NO. 171170; BATAAN; 12/22/21
MCLE COC NO. VII-0001751; 12/03/19



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ANGOLA, NY 14006

Passport Number: [REDACTED]

Date of Issue: September 06, 2021

Date of Expiry: September 05, 2031

Country of Issuance: PHILIPPINES



EXHIBIT A



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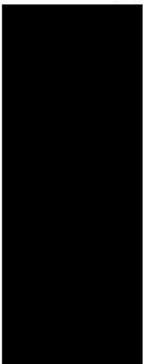
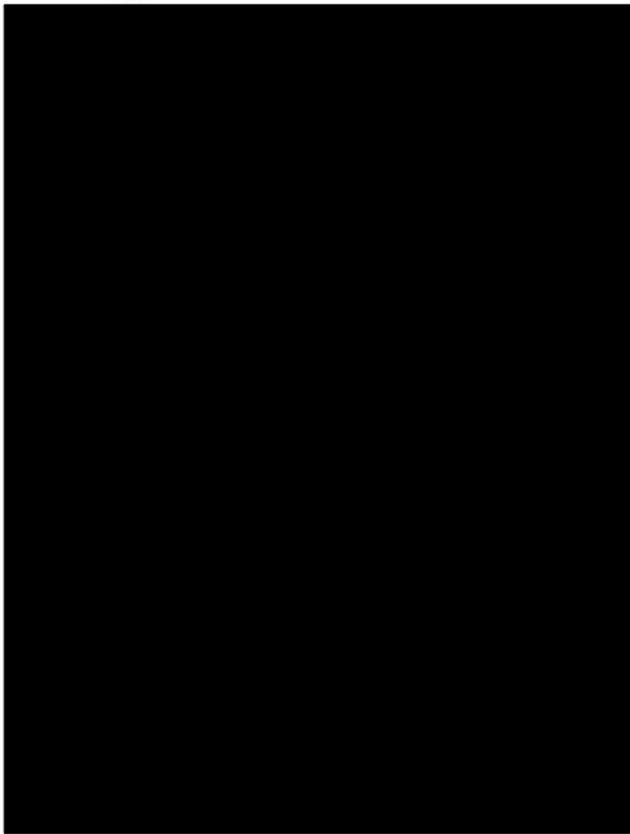
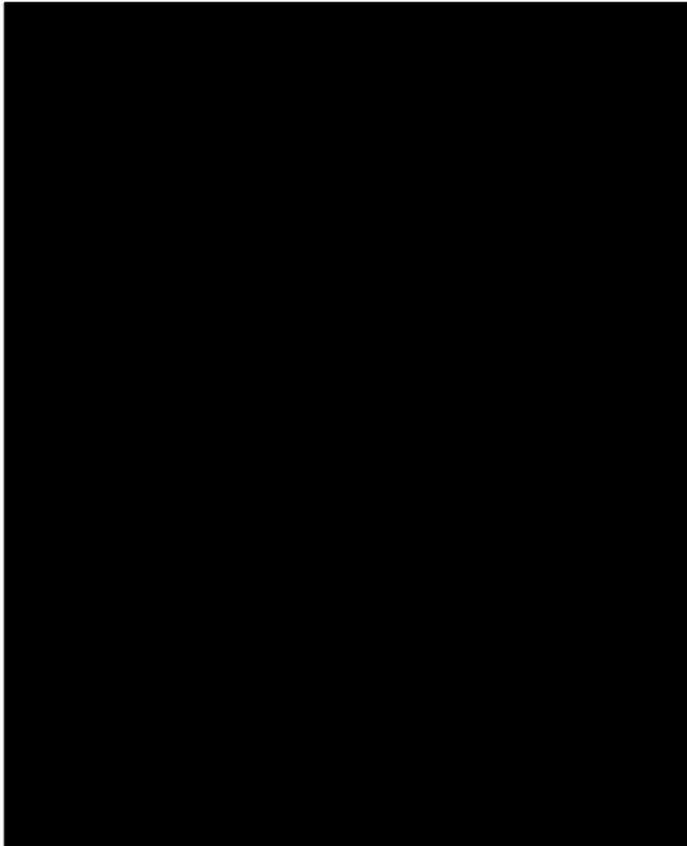


EXHIBIT C



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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 Cryptocurrency secured transactions.





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Cyber Coin - A Cryptocurrency (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 Cryptocurrency 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.

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 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, one to one (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.

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 issued are considered private.

ADDENDUM A



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1. MOU is fully executed and acknowledged by both parties. DHHPI, agreeing to execute the document set without further changes. ICTS will [REDACTED] XUSD Cryptocurrency Tokens [REDACTED] to be provided to DHHPI, ICTS will not announce to the public prior to DHHPI receiving their XUSD Cryptocurrency tokens. DHHPI will immediately return fully executed signed documents and provide all relative documents needed for pledging the asset. All aforementioned documents will be shipped Certified Mail to ICTS TRUST ATOA. [REDACTED]
[REDACTED]
2. Any expenses arising from the transaction between ICTS and DHHPI shall [REDACTED] [REDACTED] after expenses. Expenses are expected to be minimal in the form of overnight mail, transfer, and delivery fees, etc. [REDACTED] distribution, an addendum shall be created, maintained, and added to this agreement as an acknowledgment provided (only if) both parties have agreed to the said additional expenses.
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]