

# EXIST WHITE PAPER TOUCHSTONE STEP/DOCUMENT 1.6 FOUNDER DEVELOPER LICENSE AGREEMENT - FINAL!

## EXIST WHITE PAPER TOUCHSTONE STEP/DOCUMENT 1.6

### FOUNDER DEVELOPER LICENSE AGREEMENT

This Founder Developer Agreement (“Agreement”) is dated as \* day of \* 20\*, by and between EXIST HOLDINGS, INC., a Delaware Corporation (“Exist”), whose address for notice purposes is PO Box 1880 Park City Utah 84060, and \*, (“you” or “Founder Developer”), whose address for notice purposes is \*.

#### I. Recitals

- WHEREAS, Exist is a Declarant Developer; that owns a technology services company that acts as a privately held for-profit Technology Contractor and Services Provider named Exist Crypto Inc., and a decentralized, Founder Developer Owner-Operated, no monthly fee, virtual worldwide homeowners association named, Worldwide Homeowners Association Inc. also an online platform of services and resource partners in an online marketplace named Credible You Inc. Currently, Exist Holdings is interested in contracting with individuals and resource providers in the Founder Developer “Marketing” category;
- WHEREAS, Founder Developer (you or the company you represent) whose primary business is \* and who seeks to take advantage of the Exist Holdings Inc., Declarant Assignable Rights and the associated developing Intellectual Property, Exist’s current and future available resources, Exist business modeling strategies and Exist body of documents. Founder Developer seeks these resources in order to obtain the right to represent and sell the approved system, products, technology, and token services of Exist Crypto Inc.
- WHEREAS, Founder Developer seeks to participate in the marketing and development of the Exist family of entities including Exist Crypto Inc., Worldwide Homeowners Association Inc., and Credible You Inc. Founder Developer will have access to Exist materials and may obtain and be trained to represent the approved Exist WHOA Founder Developers, Declarant Assignable Intellectual Property Rights, collectively grow and develop business model advantages, access training in the use of contracts and document construction for the benefit of and with the intent for profit. Founder Developer, as a WHOA Founder Developer, will be associated with the Worldwide Homeowners Association as a member, and in addition to being a basic member of WHOA, Founder Developer will also hold assignable rights and the authority of the Declarant as a WHOA Founder Developer with associated assignable Declarant Rights and access to the currently approved resources of Exist family of entities.
- WHEREAS, the parties wish to execute this License Agreement granting Founder Developer a single non-transferable Exist Holdings Inc. Exist Family of Entities Intellectual Property License with attendant Worldwide Homeowners Association marketing rights.

- WHEREAS, newly licensed WHOA Founder Developers develop their acquired available resources by using the Exist Platform as an environment and framework to develop and aggregate resources both socially and economically, to work as a promoter of profitable strategic growth, and to accomplish their ultimate personal vision for their property and/or enterprise using the worldwide opportunity available before the parties as a result of this alignment by agreement with Exist Holdings Inc. and Exist's family of entities.

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- WHEREAS, Founder Developer is interested in contracting with Exist Holdings Inc. and Purchasing an Exist Holdings Inc. Exist Family of Entities one-time non-transferable Intellectual Property License. By signing this agreement, the new WHOA Founder Developer is acknowledging that he/she is committed to aligning the necessary portion of their resources with Exist's virtual platform of assets in order to achieve their desired results;
- WHEREAS, Founder Developer seeks to participate in the marketing and development of the Exist family of entities including Exist Crypto Inc., Worldwide Homeowners Association Inc., and Credible You Inc. Founder Developer will have access to Exist materials and may obtain and be trained to represent the approved Exist WHOA Founder Developers, Declarant Assignable Intellectual Property Rights, collectively grow and develop business model advantages, access training in the use of contracts and document construction for the benefit of and with the intent for profit. Founder Developer, as a WHOA Founder Developer, will be associated with the Worldwide Homeowners Association as a member, and in addition to being a basic member of WHOA, Founder Developer will also hold assignable rights and the authority of the Declarant as a WHOA Founder Developer with associated assignable Declarant Rights and access to the currently approved resources of Exist family of entities
- WHEREAS, the parties agree that they are both relying upon each other's representations, warranties, and agreements as set forth in this Agreement; and that this Agreement shall govern the parties' relationship and remain subject to the terms and conditions of this Agreement and the Related Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Capitalized words and terms have the meanings given to them in this Agreement. Words and terms not otherwise defined in the body of this Agreement or in the section of this Agreement entitled "Definitions" shall have the meanings given to such words and terms by the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings given to them in accordance with generally accepted accounting principles ("**GAAP**") as in effect on the date of this Agreement. All references to dollar amounts shall mean amounts in lawful money of the United States of America. "Will" and "shall" are used interchangeably in this Agreement; both denote an obligation. Words and terms used in the singular shall include the plural, and words and terms used in the plural shall include the



singular, as the context may require.

## II. DEFINITIONS

**(1) Agreement.** The word “**Agreement**” means this Exist Holdings Inc. Worldwide Homeowners Association Founder Developer Marketing Agreement, as this Agreement may be amended or modified from time to time, together with all exhibits and schedules attached from time to time to this Agreement.

**(2) Environmental Laws.** The words “**Environmental Laws**” mean any and all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (“CERCLA”), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 (“SARA”), the Hazardous Materials Transportation Act,

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49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**(3) Event of Default.** The words “**Event of Default**” mean any of the events of default set forth in the section of this Agreement entitled “Default.”

**(4) Exist Family of Entities.** The term “**Exist Family of Entities**” or “Exist Family of Entities Technologies Platform” or “Exist Technologies Platforms” or “Exist Network of Virtual Entities” includes all entities owned by Exist and its virtual marketplaces including, Exist Crypto, Inc., Worldwide Homeowners Association, Inc., Credibly You, Inc. and the Commercial Efficiency Valuation Association (CEVA).

**(5) Founder Developer.** The term “**Founder Developer**” as used in this Agreement means the position of a ground floor Founder as an Owner/Builder, Independent Contractor, Developer, Marketer, Creator, Supplier or Manufacturer under contract with and supporting the associations of Exist’s Family of Entities.

**(6) Real Property.** The term “**Real Property**” as used in this Agreement means the interests, benefits, and rights inherent in the ownership of real estate described in the legal description in Exhibit A of this agreement.

**(7) Territory.** The term “**Territory**” shall mean and include the United States of America.

**(8) Wallet.** Exist Crypto Wallet will be introduced and defined in the Exist White Paper. The current wallet will be Ethereum compatible with ERC20 issued Tokens.

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### **III. TERMS**

**1. EFFECTIVE DATE AND DURATION OF LICENSE.** This Agreement is effective as of the date of this Agreement. This Agreement shall remain in effect for fifty (50) years with five one-year renewal terms at the sole discretion of Exist. Each one-year renewal term will automatically renew unless written notice is given by Exist to Founder Developer no later than thirty (30) days prior to the renewal date of Exist's intention to terminate this Agreement. The parties agree that the License granted by Exist to Founder Developer is a long-term License and one that shall survive any event of default by Exist including insolvency.

**2. CONSIDERATION.** The parties agree that Exist is engaged with Founder Developer in a peer to peer arms-length relationship where Founder Developer (you) agrees to (i) pay Exist Holdings Inc. ONE HUNDRED THOUSAND DOLLARS Payable in Exist Crypto AVEC, USD, Bitcoin or Ethereum equal to (\$100,000.00 USD) and (ii) agrees to identify at least one real property that qualifies as a voluntary annexation into the Worldwide Homeowners Association as a showcase property with a showcase contract and enter into an Exist Crypto Token Purchase and Equity (AVEC) Conversion Agreement within nine (9) months of execution of this Agreement. In return, Exist will grant Founder Developer an Exist Holdings Inc. Exist Family of Entities one-time non-transferable Intellectual Property Rights License. Inc.

2.1 Consideration Options. Founder Developer has three options for fulfilling their Consideration obligations. Founder Developer can either pay the entirety of the Consideration obligation and complete all steps required under Section 2(ii) above at the time of signing this Exist Founder Developer License Agreement, Founder Developer may opt to take up to nine (9) months to complete all steps required under Section 2(ii) above and pay the financial commitment under a production contract outlined in Exhibit C to this Agreement or Founder Developer may opt to take up to nine (9) months to complete the financial obligation portion of the consideration requirement only.

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Founder Developer opts to:

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**3. RESPONSIBILITIES OF EXIST:** Exist shall undertake the following general responsibilities under this Agreement:

(a) Create and provide the ©EXIST weekly corporate calls schedule agenda for Founder Developers and their voluntary annexation participants.

(b) Provide the calendar and the weekly schedule for the negotiation of Individual business contracts for New Founder Developers. This schedule will serve to maintain the necessary privacy for each



individual's contract associated with each category. Calls may include the necessary ©EXIST Corporate officers or other ©EXIST assigned agents for the purpose of fulfillment of each individual transaction.

(c) Provide the ©EXIST intellectual property, and document construction necessary for the completion of Contracts and Agreements between said contract participants and ©EXIST. Including ©EXIST WHOA Founder Developer Marketing Agreements, ©EXIST Crypto, AVEC Token Purchase and Equity Conversion Agreement for ©EXIST Crypto Inc., ©EXIST Worldwide Homeowners Association Inc. voluntary annexation agreements, ©EXIST Credible You Inc., business entity contracts that are for founder developers, ©EXIST Resource Partner(s) Agreements, and the disclosures for the development of ©EXIST family of entities framework.

(d) Develop and provide the necessary content, training, and support necessary for the deployment of the business interests of the ©EXIST family of entities framework, and their Founder Developer contract participants.

(e) Contract the development of, provide, and maintain a virtual platform for ©EXIST family of entities on the worldwide web, through qualified technology participants, in order to facilitate the ongoing development and market penetration of the ©EXIST family of entities, and their contract participants.

(f) Provide the ©EXIST to Build construction documents for the Development of Underdeveloped Title Bundle, both for owner builder and professional builder.

(g) Develop and maintain the measurement and verification protocols, policies, and procedures that are applicable to the ©EXIST family of entities.

(h) Create a personal use online platform, to provide the individuals their own experience(s) with ©EXIST and their personal development, so that they can establish and maintain a focus on their own desires, and expand their self-reliance and self-efficiency, through an organized process, to plan, map out, and achieve, the things that they want and need.

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**4. RESPONSIBILITIES OF FOUNDER DEVELOPER:** Founder Developer shall undertake the following general responsibilities under this Agreement:

**(a)** As an Independent Contractor and as a New WHOA Founder Developer with Exist Holdings Inc., your responsibilities and efforts to represent, market, develop and establish Exist Crypto Inc. the Worldwide Homeowners Association Inc., Credible You Inc., and the WHOA Founder Developers as your own Worldwide Homeowners Association authority, is for you and your associations' benefit. By expanding the Worldwide Homeowners Association through invitation and recommendation of new members and their voluntary annexation into the Worldwide Homeowners Association Inc., and the recommendation and recruitment and contracting of WHOA Founder Developers, Founder Developers will meet the terms of this Agreement. This may be accomplished by expanding the association,

working together as organized groups, pulling on the individual, intellectual, professional, and aggregate economic resources within the developing organizations, or by joining and pulling resources with other WHOA Founder Developers organizations within the Worldwide Homeowners Association Inc. By promoting the invitation and voluntary annexation of new members into the Worldwide Homeowners Association Inc., Founder Developers and members may aggregate equity and buying power using the Exist family of entities framework, as when one decides to undertake the development, improvement, and marketability of their own business interests and the development of their underdeveloped title bundle associated with the Real Property they own or control.

**(b)** Participate in the ©EXIST weekly scheduled agenda, and corporate calls. Calls limited to Founder Developers and Contract participants.

**(c)** Recognize and take responsibility for all potential liabilities that apply to the oversight, actions, and maintenance of the individual's/Founder Developer's sovereign ownership of their own Real and Intellectual Property Interests. ©EXIST Founder Developers and/or ©EXIST Participants hold the sole obligation to retain, sell, trade or exchange Exist Crypto Alternate Virtual Equity Credits (AVEC) associated with their own liquid equity, that is tied to their own Real and Intellectual Property within or without the ©EXIST family of entities framework. ©EXIST Founder Developers and/or ©EXIST participants have the sole responsibility to operate within the construct of the laws that pertain to the jurisdictions that apply to them, wherever the individual Real Property and/or personal business is located including local, state, national. and international laws.

**(d)** Act as primary marketing agents for ©EXIST family of entities, by participating in said ©EXIST family of entities, and grow the ©EXIST family of entities by word of mouth, invitation, sharing the association values of Freedom, Equity and Wealth and other marketing strategies within the scope of this Agreement.

**(e)** Increase personal buying power by digitizing and converting your own equity in at least one real property within one year of signing this Agreement, into Exist Crypto AVEC and then aggregate your buying power by collaborating, developing, and combining your buying power with other ©EXIST Founder Developers and concentrate economic ability and capacity to assist in WHOA property acquisitions and the associated Exist to Build projects in preparations for the "First Decentralized Worldwide Homeowners Association" described herein as the Worldwide Homeowners Association, or WHOA. The subject real property that Founder Developer has committed to the Founder Developer Licensing protocol, through the aggregation and execution of Exist membership documents is described in Exhibit A.

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**(f)** WHOA Founder Developers agree to develop ©EXISTs geographically decentralized Worldwide Homeowners Association Inc. by inviting new members and obtaining their voluntary annexation into ©EXIST, Worldwide Homeowners Association Inc. along with providing qualified access to the Exist Crypto Token Purchase and Equity Conversion offered to new members of WHOA. Founder Developers are also encouraged to recommend other WHOA Founder Developers into the association and develop and contract the resources and service providers needed in all categories at Credible You Inc... Credible You Inc. shall operate as a WHOA Member based marketplace with access to products, goods, and

services providers that will take Exist Crypto AVEC in exchange for what they offer. (some restrictions may apply, see the individual participating offer.)

**(g)** All Owners of Exist Crypto AVEC Tokens acknowledge that the transactions they make are made independent of the services provided by Exist Crypto Inc. to the Owner. Owners of Exist Crypto are personally responsible for all of their own decisions regarding how, when, where or why they transact with Exist Crypto AVEC and are fully responsible for their own decisions and their own transactions. Exist Holdings Inc. and its Family of Entities are not responsible for Founder Developer's decisions in regard to these matters in any way.

**(h)** Market to acquire businesses for WHOA as a Founder Developer of ©EXIST Holdings Inc., and introduce ©EXIST Worldwide Homeowners Association Inc., to contract businesses within Credible You Inc. for products, goods, and services and for the benefit of ©EXIST Worldwide Homeowners Association Inc. members. Businesses shall be organized by category within ©EXIST Credible You Inc. All contracts are to be negotiated within the agreed to, and by the terms and conditions as outlined in the ©EXIST Credible You Inc., Product, Goods and Services Contracts that apply.

**(i)** Maintain integrity and professional like conduct in all circumstances that apply to the development and representation of said ©EXIST family of entities.

**(j)** Founder Developer agrees to adhere to all representations and obligations in Section Four (4) of this Agreement as part of Founder Developer's right of license to access Exist, Exist Crypto Inc., Exist Crypto AVEC Token Purchase and equity conversion process and right to represent and sell and be compensated for Exist Crypto Inc's Token Purchase and Equity Conversion Services. WHOA, Founder Developers have the right to submit applications for recommendations of New Members into WHOA and the voluntary annexation of new members' property into Exist's Worldwide Homeowners Association Inc. also to provide New Members of WHOA access to the resources of Credible You Inc.

WHOA, Founder Developers may contract with product, goods, and services providers and place them categorically in Credible You Inc. online at [www.credibleyou.com](http://www.credibleyou.com) (site under contract) and Exist's Worldwide Homeowners Association Inc. online at [www.worldwidehoa.com](http://www.worldwidehoa.com). (site under contract). Consideration stated in this Agreement, paid for by Founder Developer, is for the right of access to represent and sell the Exist Family of Services and Exist Construction Documents associated with the EXIST Family of entities. The contracts, products, and services under the terms of this Agreement is/are NOT a Founder Developer acquisition of Exist Holdings Inc. Company ownership or in any way an Exist Holdings Inc. or an Exist Family of Entities purchase or ownership acquisition.

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**5. RESPONSIBILITIES AND ACKNOWLEDGMENTS OF BOTH PARTIES:** Both parties agree that:

**a) Real Property Equity Valuation Loss:** Any and all Real Property loss and/or valuation loss incurred by any individual or entity, associated with, or not associated with, the ©EXIST family of entities as a result of trade/ sale or exchange, of Exist Crypto Alternate Virtual Equity Credits, to any



©EXIST family entity, family entity member, or any related virtual or real marketplace within or without the Exist family of entities, is the sole responsibility of the individual or entity, or contract participant. ©EXIST, or any of its family of entities, shall not be held liable for any Real Property devaluation or equity loss as a result of participation in any ©EXIST related marketplace or with any ©EXIST related entity.

THE SALE, TRADE, OR EXCHANGE OF ©EXIST CRYPTO INC. EXIST CRYPTO ALTERNATE VIRTUAL EQUITY CREDITS BY BUYER THAT IS TIED TO THE OWNERS EQUITY AND OWNERSHIP IN AN OWNER'S/INDIVIDUAL'S REAL OR INTELLECTUAL PROPERTY, BY DEED OF TRUST AND OR LIEN, WILL REDUCE THE LAND OWNER'S OR REAL PROPERTY OWNER'S EQUITY POSITION IN THEIR OWN REAL OR INTELLECTUAL PROPERTY.

IT IS THE SOLE RESPONSIBILITY OF THE INDIVIDUAL OR THE ENTITY, ASSOCIATED WITH THE ©EXIST FAMILY OF ENTITIES, IN ANY WAY, OR THE REAL OR INTELLECTUAL PROPERTY OWNER, WHO POSSESSES, OR ANY RECIPIENT OF THE ©EXIST CRYPTO INC. ALTERNATE VIRTUAL EQUITY CREDITS, WHO MAY POSSESS, ©EXIST CRYPTO INC. ALTERNATE VIRTUAL EQUITY CREDITS, TIED TO ANY, REAL OR INTELLECTUAL PROPERTY, TO UNDERSTAND AND TAKE PERSONAL RESPONSIBILITY, OF THE POSSESSION OF, AND MAKE DECISIONS, AFFECTING HIS OR HER INDIVIDUAL USE, OR DISPOSAL OF, REAL OR INTELLECTUAL PROPERTY IN THE FORM OF ©EXIST CRYPTO, INC. EXIST CRYPTO ALTERNATE VIRTUAL EQUITY CREDITS, WHICH ARE WHOLLY AND COMPLETELY WITHIN THEIR SOLE CONTROL, AND ALL THE LIABILITIES ASSOCIATED WITH ITS HANDLING AS SUCH, ARE ACKNOWLEDGED AS THEIR OWN PERSONAL LIABILITY AND RESPONSIBILITY.

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(Initial Here).

**b) Personal Property Loss:** Any personal property loss as a result of Founder Developer's participation in ©EXIST family of entities shall be the sole responsibility of the Founder Developer or other industry contract participants, that may or may not be within the control of any participant within or without the Exist family of entities. ©EXIST Holdings, Inc. and its family of entities, in no way, may be held liable for the rise or fall of the Equity Markets in any equity venue.

**c) Assignable Rights/ Engaging New Resource Partners:** Exist's assignable rights are restricted based on this Agreement, and do not extend to negotiations of, or apply to, ©EXIST Resource Partners. ©EXIST Resource Partner relationships are negotiated solely by ©EXIST Holdings, Inc., and its corporate governance team, or its approved corporate assignees. All ©EXIST Resource Partners are independent of Founder Developers. Founder Developers Rights are restricted to the ©EXIST assignable rights that are defined within this Agreement, and apply to ©EXIST Crypto Inc., Worldwide Homeowners Association Inc., and Credible You Inc. If the Founder Developer has contact with a potential Resource Partner, then the terms of that relationship between the potential Resource Partner, the Founder Developer and EXIST will be negotiated on an individual contract basis.

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**6. EXIST'S REPRESENTATIONS AND WARRANTIES.** Exist represents and warrants to Founder Developer that (i) as of the date of this Agreement; (ii) as of the date of each annual valuation review; and (iii) as of the date of any renewal, extension, or modification of this Agreement:

**(a) Authority to Do Business.** Exist and/or CEVA is duly authorized to transact business in the state in which the Real Property is located and in all other states in which Exist is doing business, having made all necessary filings and having obtained all necessary governmental licenses, permits, and approvals. Exist is duly organized and constituted, validly existing, and in good standing in each state in which Exist is doing business. Specifically Exist is, and at all times shall be, duly qualified to engage in business in all states in which the failure to so qualify would have a material adverse effect on Exist's business or financial condition. Exist has the full power and authority to own Exist's assets and to transact all businesses in which Exist is presently engaged or presently proposes to engage.

**(b) Assumed Business Names.** Exist has filed or recorded all documents or filings required by law relating to all assumed business names used by Exist. If Exist currently operates or does business under any assumed name, the following is a complete list of the assumed business names under which Exist currently does business: N/A.

**(c) Authorization.** Exist's execution, delivery, and performance of this Agreement and any Related Documents have been duly authorized by all necessary action by Exist and do not conflict with, result in a violation of, or constitute a default under any provision of (i) Exist's organizational documents if Exist is an entity; (ii) any documents that govern, regulate, or limit Exist's business activities or affairs; (iii) any agreement or other instrument binding upon Exist; (iv) any applicable law or governmental regulation; or (v) any court decree or order applicable to Exist or to Exist assets.

**(d) Financial Information.** Exist's financial statements supplied to Founder Developer truly and completely disclose Exist's financial condition in all material respects as of the date of each such statement, and there has been no material adverse change in Exist's financial condition subsequent to the date of the most recent financial statement supplied to Founder Developer. Exist has no material contingent obligations except as disclosed in such financial statements.

**(e) No Warranty of Merchantability/ No Guaranty of Performance.** Exist does not warrant or represent to Founder Developer that using its virtual assets, programs, and/or capital will result in the desired outcome for Founder Developer's Real Property. Exist does not guaranty or represent that value will increase or decrease in Real Property or any Mineral Right or Mineral Interest or in any other interests in the Real Property described in this Agreement as a result of aligning with or using any Exist owned products or services or participating in any Exist owned business, virtual assets or concepts.

**(f) Continuance and Assumption.** In the event of insolvency or bankruptcy, Exist represents and warrants to Founder Developer that the License contemplated under this Agreement shall continue for the duration of the Term of this Agreement and that Founder Developer may assume any service contract pertaining to the Real Property described in this Agreement that would otherwise belong to Exist.

**(g) Litigation and Claims.** Exist represents that no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Exist is pending or threatened, and no other event has occurred which may have a material

adverse effect on Exist's financial condition or assets.

**(h) Taxes.** To the best of Exist's knowledge, all of Exist's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments, and other governmental charges have been paid in full, except those which are presently being, or are going to be, contested by Exist in good faith in the ordinary course of business and for which adequate reserves have been provided.

**(i) Binding Effect.** This Agreement, the Note, and all Related Documents are binding upon the signers thereof and their respective successors, representatives, and assigns, and are legally enforceable in accordance with their respective terms.

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**7. FOUNDER DEVELOPER'S REPRESENTATIONS AND WARRANTIES.** Founder Developer represents and warrants to Exist that (i) as of the date of this Agreement; (ii) as of the date of each annual valuation review; and (iii) as of the date of any renewal, extension, or modification of this Agreement:

**a) Authority to Do Business.** Founder Developer is duly authorized to transact business in the state in which the Real Property is located and in all other states in which Founder Developer is doing business, having made all necessary filings and having obtained all necessary governmental licenses, permits, and approvals. Founder Developer is duly organized and constituted, validly existing, and in good standing in the state of Utah, in which Founder Developer is doing business and/or owns Real Property. Specifically, Founder Developer is, and at all times shall be, duly qualified to engage in business in the state of Utah, in which the failure to so qualify would have a material adverse effect on Founder Developer's business or financial condition. Founder Developer has the full power and authority to own Founder Developer's assets and to transact all businesses in which Founder Developer is presently engaged or presently proposes to engage.

**(b) Assumed Business Names.** Founder Developer has filed or recorded all documents or filings required by law relating to all assumed business names used by Founder Developer. If Founder Developer currently operates or does business under any assumed name, the following is a complete list of the assumed business names under which Founder Developer currently does business: .\*

**(c) Authorization.** Founder Developer's execution, delivery, and performance of this Agreement and all of the Related Documents have been duly authorized by all necessary action by Founder Developer and do not conflict with, result in a violation of, or constitute a default under any provision of (i) Founder Developer's organizational documents, if Founder Developer is an entity; (ii) any documents that govern, regulate, or limit Founder Developer's business activities or affairs; (iii) any agreement or other instrument binding upon Founder Developer; (iv) any applicable law or governmental regulation; or (v) any court decree or order applicable to Founder Developer or to Founder Developer's assets.

**(d) Financial Information.** Founder Developer's financial statements supplied to Exist truly and completely disclose Founder Developer's financial condition in all material respects as of the date of each such statement, and there has been no material adverse change in Founder Developer's financial

condition subsequent to the date of the most recent financial statement supplied to Exist. Founder Developer has no material contingent obligations except as disclosed in such financial statements.

**(e) Assets.** Except as contemplated by this Agreement or as previously disclosed in Founder Developer's financial statements or in writing to Exist and approved by Exist in writing, and except for property tax liens for taxes not presently due and payable, Founder Developer owns and has good title to all of Founder Developer's Real Property described in this Agreement as well as all Mineral Rights and/or Mineral Interests attached to said Real Property free and clear of all liens and Security Interests and has not executed any security documents or financing statements relating to such Real Property, or attached Mineral Rights and/or Mineral Interests. All of Founder Developer's interest in the described Real Property and attached Mineral Rights and/or Mineral Interests are titled in Founder Developer's legal name, and Founder Developer has not used or been named as a "debtor" in any financing statement under, any other name within the last five (5) years.

**(f) Hazardous Substances.** Except as previously disclosed to and approved by Exist in writing, Founder Developer represents and warrants that (i) during the period of Founder Developer's ownership or occupancy of the Real Property attached hereto in Exhibit A, there has been no use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any Hazardous Substance by any person on, under, about, or from any of the Real Property in violation of applicable Environmental Laws; (ii) Founder Developer has no knowledge of, or reason to believe that there has been, any violation of any Environmental Laws or any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any Hazardous Substance on, under, about, or from the Real Property by any current or prior occupant or owner of any of the Real Property in violation of applicable Environmental Laws; and (iii) Founder Developer has no knowledge of, or reason to believe that there exists, any threatened or pending claim, action, investigation, or proceeding seeking to enforce any right or remedy against Founder Developer, the Real Property, or any current or prior occupant or owner of any of the Real Property under any Environmental Laws. The representations and warranties contained in this section are based on Founder Developer's due diligence in investigating the Real Property for hazardous waste and Hazardous Substances and the environmental report delivered to Exist prior to the closing of the Loan.

**(g) Litigation and Claims.** No litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Founder Developer is pending or threatened, and no other event has occurred which may have a material adverse effect on Founder Developer's financial condition or assets.

**(h) Taxes.** To the best of Founder Developer's knowledge, all of Founder Developer's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments, and other governmental charges have been paid in full, except those which are presently being, or are going to be, contested by Founder Developer in good faith in the ordinary course of business and for which adequate reserves have been provided.

**(i) Lien Priority.** Except as previously disclosed to and approved by Exist in writing, Founder Developer has not entered into or granted any Security Instruments or permitted the filing or attachment of any Security Interests on or affecting any of the Real Property or attached Mineral Rights and/or Mineral Interests that would be prior to, or that may in any way be superior to, any value of the Real Property equity that Founder Developer shall convert into Exist Crypto AVEC under an Equity Conversion Agreement between the parties.

**(j) Binding Effect.** This Agreement is binding upon the signers thereof and their respective successors, representatives, and assigns, and are legally enforceable in accordance with their respective terms.

**(k) Reservation Interest.** Founder Developer warrants and guarantees that it will not encumber the subject Real Property and attached Mineral Rights and/or Mineral Interests referred to under Exhibit A, in such a way as to adversely affect Founder Developer's converted Exist Crypto AVEC equity position in said Real Property and attached Mineral Rights and Interests.

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**8. FOUNDER DEVELOPER AFFIRMATIVE COVENANTS.** Founder Developer covenants and agrees with Exist that during the course and duration of this Agreement, Founder Developer will:

**(a) Evidence of Authority.** Provide to Exist such properly certified resolutions, authorizations, documents, and instruments as Exist may reasonably request from time to time, including, for example, resolutions that: (i) designate those persons authorized to sign and deliver this Agreement and any subsequent Related Documents on behalf of Founder Developer; and (ii) ratify and confirm actions previously taken by or on behalf of Founder Developer.

**(b) Fees and Expenses.** Pay upon written demand any title examination fees, title insurance premiums, appraisal fees, survey costs, inspection fees, filing and recording fees, and filing and recording taxes (including recordation, intangible, mortgage, and documentary stamp taxes) as agreed to between the parties and in this Agreement.

**(c) Taxes, Liens, and Claims of Lien.** Pay and discharge when due and before they become delinquent any Founder Developer indebtedness and obligations of every kind and nature, including, without limitation, all taxes, assessments, governmental charges, levies, and claims (including all claims for labor done and materials and services furnished in connection with the Project) that, if not paid, are or might become a lien, claim of lien, or charge upon all or any portion of the Real Property or any attached Mineral Rights and/or Mineral Interest other than Exist Crypto AVEC, Founder Developer shall (i) cause all such claims to be fully paid and discharged in a timely manner; (ii) diligently file or procure the filing of a valid notice of completion of the Improvements, or such comparable document(s) as may be permitted under applicable lien laws; (iii) diligently file or procure the filing of a notice of cessation, or such comparable document(s) as may be permitted under applicable lien laws, if there is a cessation of labor on the Project for a continuous period of thirty (30) days or more; and (iv) take all steps necessary to remove or satisfy all liens and claims of lien arising from such claims. However, Founder Developer shall not be required to pay and discharge any such indebtedness, obligation, tax, assessment, charge, levy, or claim so long as (i) Founder Developer is in good faith contesting the indebtedness, obligation, tax, assessment, charge, levy, or claim by appropriate proceedings filed and asserted in a timely and proper manner; and (ii) has either established a bond, deposited funds sufficient to pay, or established on its books adequate reserves in accordance with GAAP with respect to, such contested indebtedness, obligation, tax, assessment, charge, levy, or claim. If the indebtedness, obligation, tax,

assessment, charge, levy, or claim does become a lien, claim of lien, or charge upon all or any portion of the Real Property or attached Mineral Rights and/or Mineral Interests, any Improvements to the Real Property, or any of Founder Developer's assets, income, or profits, then Exist may demand that Founder Developer take such action or actions as may be necessary to remove or satisfy the lien, claim of lien, or charge if Exist reasonably believes that the lien, claim of lien, or charge has or may have (i) priority over Exist's Reservation Interest described in this Agreement. If Founder Developer fails to remove any such lien, the claim of lien, or charge which it is required to discharge as provided above within ten (10) days of written notice from Exist to Founder Developer, then Exist may (i) pay such lien, the claim of lien, or charge as an expense on Founder Developer's behalf, in which case the payment will be considered a loan paid by Exist that is subject to a five percent (5%) fee of the amount paid plus interest accruing on the loan at a rate of twelve (12%) percent per annum until Founder Developer has paid back the loan in full to Exist.

**(d) Performance.** Perform and comply, in all material respects and in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Exist and Founder Developer. Exist shall notify Founder Developer immediately in writing of any default in connection with this Agreement.

**(e) Notices of Claims and Litigation.** Promptly inform Exist in writing of (i) all material adverse changes in Founder Developer's financial condition; and (ii) all existing and all threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting the Real Property and attached Mineral Rights and/or Mineral Interests which could have a material adverse effect on the Real Property, attached Mineral Rights and/or Mineral Interests, any Collateral, or the financial condition of Founder Developer, any Guarantor, or any Collateral.

Exist Founder Developer License Agreement - Founder Developer Initials

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**9. EXIST AFFIRMATIVE COVENANTS.** Exist covenants and agrees with Founder Developer that during the course and duration of this Agreement, Exist will:

**(a) Evidence of Authority.** Provide to Founder Developer such properly certified resolutions, authorizations, documents, and instruments as Founder Developer may reasonably request from time to time, including, for example, resolutions that (i) designate those persons authorized to sign and deliver this Agreement and any subsequent Related Documents on behalf of Exist; and (ii) ratify and confirm actions previously taken by or on behalf of Exist.

**(b) Fees and Expenses.** Pay upon written demand any title examination fees, title insurance premiums, appraisal fees, survey costs, inspection fees, filing and recording fees, and filing and recording taxes (including recordation, intangible, mortgage, and documentary stamp taxes) as agreed to between the parties and in this Agreement.

**(c) Taxes, Liens, and Claims of Lien.** Pay and discharge when due and before they become delinquent any Exist indebtedness and obligations of every kind and nature, including, without



limitation, all taxes, assessments, governmental charges, levies, and claims (including all claims for labor done and materials and services furnished in connection with the Project) that, if not paid, are or might become a lien, claim of lien, or charge upon all or any Exist entity. Exist shall (i) cause all such claims to be fully paid and discharged in a timely manner; and (ii) take all steps necessary to remove or satisfy all liens and claims of lien arising from such claims. However, Exist shall not be required to pay and discharge any such indebtedness, obligation, tax, assessment, charge, levy, or claim so long as (i) Exist is in good faith contesting the indebtedness, obligation, tax, assessment, charge, levy, or claim by appropriate proceedings filed and asserted in a timely and proper manner; and (ii) has either established a bond, deposited funds sufficient to pay, or established on its books adequate reserves in accordance with GAAP with respect to, such contested indebtedness, obligation, tax, assessment, charge, levy, or claim. If the indebtedness, obligation, tax, assessment, charge, levy, or claim does become a lien, claim of lien, or charge upon all or any of Exist's assets, income, or profits, then Founder Developer may demand that Exist take such action or actions as may be necessary to remove or satisfy the lien, claim of lien, or charge.

**(d) Performance.** Perform and comply, in all material respects and in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Founder Developer and Exist. Founder Developer shall notify Exist immediately in writing of any default in connection with this Agreement.

**(e) Notices of Claims and Litigation.** Promptly inform Founder Developer in writing of (i) all material adverse changes in Exist's financial condition; and (ii) all existing and all threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting any Exist entity.

Exist Founder Developer License Agreement - Founder Developer Initials

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**10. MARKETING DEVELOPMENT PLAN.** Founder Developer shall use reasonable efforts to grow and market the EXIST family of entities including Exist Crypto Inc., the Worldwide Homeowners Association Inc., ("WHOA"), and Credible You Inc. a virtual marketplace ("Credible You"). In order to effectuate the growth of these entities, Founder Developer agrees to find strategic founder developer partners to Exist. In the event that Founder Developer identifies and retains a new founder developer for Exist, in addition to the consideration outlined under Section 2 of this Agreement, Exist shall compensate Founder Developer on each new founder developer member that Founder Developer brings to Exist as follows:

10.1 Every founder developer that contracts with Exist as a licensed founder developer shall automatically and voluntarily annex and place at least one (1) real property they own into WHOA under a Exist to Build Contract and will participate as an Owner Builder and WHOA Marketer, in Exist Crypto AVEC Equity Conversion on all or a portion of that Founder Developer's equity in the subject Real Property they bring with them at time of registration.

10.2 Exist shall compensate Founder Developer for their marketing efforts according to the Compensation Plan outlined under Exhibit B.

**11. COVENANTS REGARDING FINANCIAL INFORMATION.** Both parties agree that they will:



**(a) Financial Records.** Maintain each party's books and records in accordance with GAAP, applied on a consistent basis, and permit the other party upon no less than forty-eight hours prior notice to examine and audit that party's books and records at all reasonable times.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Exist as being true and correct.

**12. NEGATIVE COVENANTS.** Founder Developer covenants and agrees with Exist that Founder Developer will not incur indebtedness or liens that adversely affect Exist's Reservation Interest in twenty percent (20%) of Founder Developer's equity position in the Real Property and attached Mineral Rights and/or Mineral Interests described herein. Founder Developer also agrees that:

**(a) Change of Ownership.** Founder Developer will not have, create, effectuate, sell, make or produce any material change in the ownership of the subject Real Property and/or attached Mineral Rights and/or Mineral Interests without the prior written coordination of Exist. A change in ownership or control is "material" if it involves, in the aggregate, the sale, transfer, or conveyance without Exist's prior written consent of more than twenty-five percent (25%) of ownership in the subject Real Property or attached Mineral Rights and/or Mineral Interests. In the event of a change of ownership, Founder Developer will work with Exist to ensure that all Exist Crypto AVEC on the title of the subject Real Property found herein under Schedule A is paid off first prior to the Founder Developer's receipt of funds from the purchase and/or change of ownership of the subject Real Property.

**(b) Change in Management.** If Founder Developer is an entity, have a change in the person or persons who have responsibility for the management and control of Founder Developer and Founder Developer's business operations, without the prior written consent of Exist.

**(c) Agreements.** Founder Developer won't enter into any agreement containing any provisions which would be violated or breached by the performance of Exist's obligations under this Agreement or in connection herewith.

**(d) Modification or Amendment.** Enter into or otherwise consent to any modification or amendment to any declaration, restrictive covenant, easement, or similar item applicable to the Real Property without the prior written consent of Exist.

Exist Founder Developer License Agreement - Founder Developer Initials

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**13. DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**(a) Overextension.** Founder Developer shall not overextend its equity position in the subject Real Property. Overextension in said Real Property shall constitute a term of default under this Agreement. If Founder Developer overextends its borrowing interests and collateralizes more than One Hundred Percent (100%) of its equity position in the subject Real Property and attached Mineral Rights and/or Mineral Interests, then Founder Developer shall immediately rectify any overextension in order to preserve any Exist Crypto AVEC currency that is a lien on clear title.

**(b) Other Defaults.** Founder Developer fails to keep, perform, observe, or comply with any covenant, agreement, term, or condition that Founder Developer is required to keep, perform, observe, or comply with under provisions of this Agreement, any of the Related Documents, or any other agreement between Founder Developer and Exist.

**(c) False Statements.** Any warranty, representation, or statement made or furnished to Exist by or on behalf of Founder Developer, any Guarantor under this Agreement or the Related Documents (i) is false or misleading in any material respect, either now or at the time made or furnished, or (ii) becomes false or misleading in any material respect at any time thereafter.

**(d) Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession, or any other method, by any creditor or any governmental agency against the Real Property and attached Mineral Rights and/or Mineral Interests or the garnishment of any account Founder Developer or any Guarantor maintains with Exist or any of Exist's subsidiaries or affiliates, including any cryptocurrency account. However, this Event of Default shall not apply if (i) there is a good faith dispute as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding, and (ii) Founder Developer gives Exist written notice of the creditor or forfeiture proceeding and deposits with Exist monies or a surety bond protecting Exist from any claim or loss resulting from the creditor or forfeiture proceeding in an amount determined by Exist as being an adequate reserve or bond for the dispute.

**14. EFFECT OF AN EVENT OF DEFAULT BY FOUNDER DEVELOPER; NOTICE AND OPPORTUNITY TO CURE.** The following provisions will apply notwithstanding contrary provisions in this Agreement or the Related Documents:

**(a) Remedies.** Upon the occurrence of any Event of Default and at any time thereafter until the cure thereof, Exist may, at its option, but without any obligation to do so, and in addition to any other rights Exist may have, do any one or more of the following: (i) cancel this Agreement; (ii) institute appropriate proceedings to enforce the performance of this Agreement; (iii) seize crypto from Founder Developer in an amount equal to Founder Developer indebtedness to be paid to cure the default; (iv) expend funds necessary to remedy the default and collect those funds from Founder Developer; and (v) exercise any other right or remedy which it has under this Agreement, or which is otherwise available at law or in equity or by statute.

**(b) Interest after Default.** If an Event of Default occurs under this Agreement or any of the Related Documents, in the event that Exist pays off any indebtedness owed by Founder Developer, in order to preserve Exist Crypto AVEC tied to the title of the subject Real Property attached as Exhibit A, Founder Developer shall pay a fee to Exist, equivalent to five percent (5%) of the amount paid by Exist to cure the indebtedness plus interest at a rate of twelve percent (12%) per annum.

**(c) Relationship to State Law.** Notwithstanding the foregoing or any other provision of this Agreement and/or the Related Documents, if any provision of applicable law requires that Founder Developer be granted a longer notice period or a greater opportunity to cure, that provision of law shall control; provided, however, that the applicable notice period set forth in this Agreement or the Related Documents shall run concurrently with the notice period required by law.

Exist Founder Developer License Agreement - Founder Developer Initials





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**15. INDEMNIFICATION.** Both parties agree to indemnify, defend, and hold the other Party and its officers, directors, employees, and agents harmless from and against any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, reasonable attorneys', architect's, and engineering fees), demands, liabilities, penalties, fines, and forfeitures of any nature whatsoever and whenever actually suffered or incurred by the offending Party or its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by, (i) this Agreement or the Related Documents; (ii) a breach by the breaching Party of this Agreement or the Related Documents; (iii) the exercise of the rights and remedies granted the protected party under this Agreement or the Related Documents; or (iv) in the case of Founder Developer, the use, generation, manufacture, storage, disposal, release, or threatened release of a Hazardous Substance on, under, about, or from the Real Property in violation of Environmental Laws. In that case, Founder Developer releases and waives any future claims against Exist and its officers, directors, employees, and agents for indemnity or contribution in the event Founder Developer becomes liable for cleanup or other costs under any Environmental Law for the use, generation, manufacture, storage, disposal, release, or threatened release of a Hazardous Substance on, under, about, or from the Real Property. The protected Party shall have the right (i) to commence, appear in, or defend any action or proceeding purporting to affect the rights, duties, or liabilities of the parties to this Agreement, or the Related Documents; and (ii) to appear in any action or proceeding to defend itself against such claims. The protected Party shall be entitled to settle or compromise any asserted claims against it, and such settlement shall be binding upon the offending Party for purposes of this section. All related costs and expenses incurred by the protected Party (including reasonable attorneys' fees incurred by the protected Party) shall be paid by the offending Party to the protected Party. The provisions of this section of the Agreement shall survive the payment of the Indebtedness and the expiration, cancellation, or termination of this Agreement. However, in interpreting and applying this provision or any similar provision contained in any of the Related Documents that require the offending Party to indemnify the protected Party and hold the protected Party harmless, the indemnity and hold harmless provision shall not be construed so as to require the offending Party to indemnify the protected Party or hold the protected Party harmless from or against the protected Party's own gross negligence, willful misconduct, or wrongful acts.

## 16. DISPUTE RESOLUTION

**16.1 Informal Dispute Resolution.** The parties shall cooperate in good faith to resolve any dispute, controversy, or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 10.2 below. The parties to this Agreement hereby waive the right to a trial by jury and the right to participate in any class action against the other party.

**16.2 Binding Arbitration.** Any Dispute not resolved within 90 days as set forth in Section 16.1 shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration, shall be Salt Lake City, Utah. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration

award shall be final and binding on the Parties (“Binding Arbitration”). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer shall be responsible for their respective attorneys’ fees and expenses.

16.3 No Class Arbitrations, Class Actions, or Representative Actions. All claims must be brought in a Party’s individual capacity and not as a Plaintiff or class member in any purported class, collective action, or representative proceeding (collectively “Class Action Waiver”). Any dispute arising out of or related to this Agreement is personal to Buyer and Seller and shall not be brought as a class arbitration, class action, or any other type of representative proceeding. There shall be no class arbitration or arbitration in which someone attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Exist Founder Developer License Agreement - Founder Developer Initials

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**17. MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**(a) Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**(b) Force Majeure.** If either Founder Developer or Exist is delayed, hindered, or prevented from performing any act required under this Agreement by reason of war, governmental restrictions, civil commotion, shortage of labor or materials, strikes, fire, unusually severe weather event, acts of God, or any other reason beyond the control of the party obligated to perform, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended one (1) day for each day in the period of delay.

**(c) Attorneys’ Fees; Expenses.** Provided an Event of Default occurs, the parties agree that the offending party shall pay upon demand all of the injured party’s reasonable costs and expenses actually incurred in connection with the enforcement of this Agreement, whether or not an action or claim is filed. An offended Party’s costs and expenses include reasonable attorneys’ fees and legal expenses incurred in connection with litigation, alternative dispute resolution proceedings, bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. The offending Party shall pay all court costs and such additional fees as may be directed by the court. However, to the extent this The agreement requires any Party or Guarantor to pay the offended Party’s attorneys’ fees following the occurrence of an Event of Default, the offended Party will be permitted to recover its attorneys’ fees only to the extent they are reasonable in amount and are actually incurred by offended Party, without regard to any statutory presumption as to the

amount of such attorneys' fees or any percentage amount specified in the Related Documents.

**(d) Notices.** Any notice to a Party required or permitted by this Agreement will be deemed to be delivered when the notice has been (i) sent postage prepaid by certified or registered mail, return receipt requested, or by any nationally recognized overnight courier to that Party's address for notification purposes as stated at the beginning of this Agreement or to that Party's most recent address as appears in Exist's record books and three (3) business days have lapsed; or (ii) personally delivered. Either party may change its notification address by notifying the other party in writing of its new address. For notice purposes, Exist agrees to keep Founder Developer informed at all times of Exist's notification address.

**(e) Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**(f) Governing Law.** This Agreement will be governed by federal law and, to the extent not preempted by federal law, the laws of the state of Utah.

**(g) Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid, and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement.

**(i) No Third-Party Beneficiaries.** This Agreement is for the sole protection and benefit of the Founder Developer and Exist. No other person or persons shall have any right of action on the basis of this Agreement or any right to the Real Property or attached Mineral Rights and/or Mineral Interests. Exist (i) does not and shall not owe any duty to any claimant for labor performed or materials furnished in connection with the construction of any improvements to the Real Property described in this Agreement in the event the Founder Developer chooses to develop the Real Property.

**(j) Survival of Warranties and Representations.** Both parties understand and agree that they are relying on all representations, warranties, covenants, and agreements made by the other Party in this Agreement. The parties further understand and agree that all such representations, warranties, covenants, and agreements will survive this Agreement and shall be continuing in nature, and shall remain in full force and effect as long as Exist Crypto AVEC exist in the crypto marketplace.

**(k) Interpretation.** This Agreement is the result of negotiations between Exist and Founder Developer and their respective counsel. This Agreement shall not be applied, interpreted, or construed more strictly against a party because that party or that party's counsel drafted this Agreement.

**(l) Time is of the Essence.** Time is of the essence in the performance of this Agreement.

Exist Founder Developer License Agreement - Founder Developer Initials

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**THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her hand or caused this Agreement to be signed in its name by a person or persons duly authorized, all as of the date of this Agreement.

EXIST HOLDINGS, INC.

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By:

James Ray

Title:

CEO

Date:

\*

FOUNDER DEVELOPER

\*

By:

\*

Title:

Owner

Date:

\*

WHOA Licensed Founder Developer 1 ID #:

\*

Exist WHOA Licensed Founder Developer Name:

\*

This is the WHOA Licensed Founder Developer who personally invited you to join WHOA.

WHOA Licensed Founder Developer or Marketing Founder Developer 2 ID #:

\*



Exist WHOA Licensed Founder Developer or WHOA Marketing Founder Developer Name:

\*

This is the WHOA Licensed Founder Developer OR WHOA Marketing Founder Developer assisting the WHOA Licensed Founder Developer who personally invited you to join WHOA.

Exist Founder Developer License Agreement - Founder Developer Initials

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**EXHIBIT A**

Property Description for

County Parcel No.

Exist Founder Developer License Agreement - Founder Developer Initials

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**EXHIBIT B**

**WHOA Founder Developer's Marketing Compensation Plan**

WHOA, Founder Developer Marketer's requirements on work to be completed by WHOA Founder Developer Marketers in order to receive compensation from Exist Holdings Inc.

(1) WHOA Founder Developer Marketer shall acquire and facilitate the Purchases of Exist Family of Entities Intellectual Property Licenses and the Contract Acquisition of Marketer Marketing Agreements and the associated procedural WHOA Marketer time and support required to represent and facilitate the necessary functions to the completion of Voluntary Annexations of Real Property into WHOA.



(2) When you associate with Exist Holdings Inc. and own an Exist Family of Entities Founder Developer License, you agree to represent the Exist Family of Entities, and will take steps to invite new individuals and entities to become Founder Developers, who purchase the proper Exist Holdings Inc. Founder Developer License, and independently contract with Exist Holdings Inc. as an approved WHOA Marketer with an Exist Family Of Entities Founder Developer License.

(3) Furthermore, you also agree to represent the Exist Family of Entities in conversations with the general public, and will take steps to invite new individuals and entities to become Member Owners in the event that they decide not to become Founder Developers as described above.

(4) You also agree, as part of carrying your Founder Developer's License Agreement, to work with Exist Holdings Inc. as an Active WHOA Founder Developer Marketer, and obtain the Voluntarily Annexation of one or more properties belonging to the new Founder Developer into the Worldwide Homeowners Association Inc. In the event that no property is owned by the new party, then that party shall make a commitment to want to buy or live in a WHOA Property as a Member Owner or as a tenant and become ready to enter into an Exist to Build Contract with WHOA and Credible You upon determination by that Member Owner on where they will be living or working.

WHO A FD NEW FD YOU TOTAL Compensation YOU  
X YOU ----- S ----- X ----- = 20% of the Contracted License Fee from referred Marketer.

WHO A FD X - YOU

NEW FD NEW FD SAM SAM TOTAL YOU  
S - SAM ----- M ----- O ----- = 20% ----- = 10% of the Contracted License Fee from the referred Marketer.

WHO A FD Qualified Block Builder

X -YOU

YOUR New Active WHOA FD's

2nd 4th 6th 8th 10th in sequence ----->

New Active WHOA FD's New Active WHOA FD's

| | | | | | | |

\_\_\_\_\_

|1st 1st 1st 1st|

|10%|

| | |

|20%|



[1st -----X----- YOU]

= 20% of Contracted License Fee from referred Founder Developer.

Exist Founder Developer License Agreement - Founder Developer Initials \*

Continue on direct power lines 2,4,6,8,10,12,14 etc. All Compensation will be paid in Exist Crypto AVEC and will be paid through 10-99 to WHOA Founder Developer as an Independent Contractor for Marketing and Representation. All Legal documents associated with the fulfillment of this contract and its compensation must be handled by the proper persons or qualified and licensed entity or person handling any required professional service required by law.

Tokens to be distributed to WHOA Founder Developer Marketers at the sole discretion of the company. Exist will place Tokens based on incentives for production and company initiatives.

Exist Founder Developer License Agreement - Founder Developer Initials

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**EXHIBIT C**

**This Exhibit is NOT part of the Exist Founder Developer License Agreement IF FOUNDER DEVELOPER HAS CHOSEN TO FULFILL THEIR FINANCIAL CONSIDERATION REQUIREMENTS IN THEIR ENTIRETY AT THE TIME OF EXECUTION of the Exist Founder Developer License Agreement**

OPTIONAL EQUITY PRODUCTION CONTRACT

THIS EQUITY PRODUCTION CONTRACT (the "Contract") is entered into as of this \* day of \*, 20\* ("Effective Date") by and between Exist Holdings, Inc. ("Exist"), with offices at 6240 N. Snow View Dr, Snyderville UT 84068, and \* ("Founder Developer"), a \*, with their principle place of business located at \*.

BACKGROUND

WHEREAS, Founder Developer has chosen to enter into this optional Equity Production Contract with Exist as a way to meet the consideration requirements required between Founder Developer and Exist under an Exist Founder Developer License Agreement; and

WHEREAS, Founder Developer is not in a position to meet the consideration requirements under the Exist Founder Developer License Agreement that are necessary and requisite for Founder Developer to obtain an Exist Founder Developer License in that Founder Developer either cannot meet the payment



requirements, cannot bring a real property to the Worldwide Homeowners Association, or both and needs additional time to do so, and

WHEREAS Exist values Founder Developer's skills and abilities and wishes to convey a License to Founder Developer so that Founder Developer may start building Founder Developer's business and helping Exist grow the Exist family of entities, and

WHEREAS in lieu of immediate consideration deposit by Founder Developer, the parties, through this contract, agree that Founder Developer may bind themselves to current and future performance in meeting the consideration requirements under the Exist Founder Developer License Agreement, in exchange for Exist's granting Founder Developer an Exist Founder Developer License now.

NOW, THEREFORE, in consideration of the various agreements and promises set forth below, the parties hereby agree as follows:

**1. Equity Production.** The parties agree that Exist shall be entitled to receive Fifty (50%) Percent of all production and/or value off of any monetary or equitable receivable generated by, received by, given to, or derived by Founder Developer as a result of any activity associated with Founder Developer's use of his/her Exist Founder Developer License within the Exist family of entities or in the using of the Exist Crypto technology services platform. Exist shall be entitled all production and/or valued described under this section until Founder Developer's commitment to Exist in the amount of One Hundred Thousand US Dollars has been paid to Exist in full. Upon full payment to Exist of One Hundred Thousand US Dollars (\$100,000.00), either in US Dollars or in equity, digital currency or a combination of all three forms of payment as determined and agreed to in Exist's sole discretion, then Founder Developer's obligation to pay Exist Fifty Percent of all production and/or value off of Founder Developer's efforts as described herein shall cease. The timing of Founder Developer's obligation under the Exist Founder Developer License Agreement to bring at least one real property to the Exist family of entities shall not provide grounds for any continued enforcement of this provision once Founder Developer has met their one hundred thousand dollar payment consideration commitment.

**2. Equity Production Smart Contract.** In order to process and track Founder Developer's activities under Section 1 above, the parties agree that a WHOA Licensed Founder Developer Equity Production Smart Contract, which is a digital contract, shall be created to oversee and track Founder Developer's production. The fee for the creation of the WHOA Licensed Founder Developer Equity Production Smart Contract is Ten (10%) Percent of the value of the consideration obligation under the Founder Developer License Agreement plus a One (1%) Percent CEVA oversight tracking charge. Founder Developer's financial consideration obligation under the Exist Founder Developer License Agreement is One Hundred Thousand (\$100,000.00) US Dollars. Hence, Founder Developer agrees that they will pay Eleven Thousand (\$11,000.00) to Exist for creation and performance of a WHOA Licensed Founder Developer Equity Production Smart Contract, in order to fulfill Founder Developer's obligations under Section 1 above.

**3. Equity Production Smart Contract Monthly Payments.** Founder Developer may pay to Exist the full Eleven Thousand Dollar amount outlined in Section 2 above at the time of execution of this Contract. Alternatively, Founder Developer may make monthly payments over the course of the first Ten (10) Months of this Contract. In the event that Founder Developer chooses to make payments, then the payment schedule shall be as follows:

**Month 1 - \$1000.00**

**Months 2 through 10 - \$1,000.00**





**4. Production Contract Offer.** Founder Developer understands that this optional production contract is an offer from Exist on an alternative way to finance Founder Developer's acquisition of an Exist Founder Developer License under an Exist Founder Developer License Agreement and is a one-time offer that is only available at the time that Founder Developer executes the Exist Founder Developer License Agreement. There is no other offer outside of this optional production contract as a way for Founder Developer to meet their consideration obligations under the Exist Founder Developer License Agreement unless it is in writing and agreed to by all parties subject to the Exist Founder Developer License Agreement.

**5. Default.** In the event that Founder Developer fails to pay any fee or monthly payment contemplated herein, Exist reserves the right to terminate the Exist Founder Developer License given to Founder Developer. In the event of default, Exist shall first provide written notice of its findings to Founder Developer and give Founder Developer ten (10) days to respond or cure the alleged default. If the Founder Developer has not responded, cured, or taken initial steps to cure the alleged default within those ten (10) days, then Exist reserves the right to terminate this Contract and the Exist Founder Developer License Agreement and withdraw the License. For purposes of determining when notice is given, the parties agree that notice shall be given on the postmark date of any written correspondence delivered by mail. The parties agree that on the date of the postmark, a courtesy copy via email shall also be sent to the Founder Developer as long as the Founder Developer has provided a working and/or updated email address to Exist.

**6. Term and Effective Date.** This Contract shall go into effect immediately upon execution and shall last for an initial period of one (1) year

**7. Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by Parties shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail. The parties further agree that Exist will also email Founder Developer on the date of mailing or shortly thereafter as a courtesy.

Notices for Founder Developer shall be addressed as follows:

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Notices for Exist shall be addressed as follows:

Exist Holdings Inc.

PO Box 1880

Park City UT 84060

**8. Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Contract.

**9. Governing Law / Jurisdiction.** This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah. Any action with respect to this Agreement shall be brought in the Third Judicial District Court in and for Summit County,

Utah.

**10. Signatures.**

**THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

IN WITNESS WHEREOF, each of the undersigned acknowledges having read all the provisions of this agreement and agree to its terms and do hereunto set his or her hand or caused this Agreement to be signed in its name by a person or persons duly authorized, all as of the date of this Agreement.

**10.1)**

BUYER MEMBER SIGNATURE:

\*

*(Buyer's Signature verified through electronic verification)*

Time of Buyer Member Signature:

\*

**10.2)**

WHOA Licensed Founder Developer 1 ID #:

\*

Exist WHOA Licensed Founder Developer Name:

\*

This is the WHOA Licensed Founder Developer who personally invited you to join WHOA.

**10.3)**

WHOA Licensed Founder Developer or Marketing Founder Developer 2 ID #:

\*

Exist WHOA Licensed Founder Developer or WHOA Marketing Founder Developer Name:

\*

This is the WHOA Licensed Founder Developer OR WHOA Marketing Founder Developer assisting the WHOA Licensed Founder Developer who personally invited you to join WHOA.



10.4)

SELLER:

Exist Crypto, Inc.

**AVEC CE-POS Verification and Receipt**

Request for Exist Crypto Inc. CE-POS Receipt of Token transaction

By:

James David Ray

Title:

President

Date:

\*

Exist Founder Developer License Agreement - Founder Developer Initials

\*

X *James D Ray*

Signed By James Ray

Signed On: March 24, 2021

X

# Signature Certificate

Document name: EXIST WHITE PAPER TOUCHSTONE STEP/DOCUMENT  
1.6 FOUNDER DEVELOPER LICENSE AGREEMENT - FINAL!



Unique Document ID: 276B4BD025564F40F7D6F527B627BDE3AEEFD3B9

## Timestamp

September 26, 2020 12:00  
am MDT

## Audit

EXIST WHITE PAPER TOUCHSTONE STEP/DOCUMENT 1.6  
FOUNDER DEVELOPER LICENSE AGREEMENT - FINAL!  
Uploaded by James Ray - Existtrustlands@gmail.com IP  
75.169.146.202



This audit trail report provides a detailed record of the  
online activity and events recorded for this contract.

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