

CRYPTA HOLDINGS INC.
C 60397
(COMPANY)

OPTION DEED POLL

THIS DEED POLL is made the 6th day of November 2025.

BY

CRYPTA HOLDINGS INC. (C 60397), of Suite 1, A.L. Evelyn Ltd Building, Main Street, Charlestown, Nevis (**Company**).

IN FAVOUR OF

Each person recorded from time to time as a holder of the Options described in this deed (each a **Holder**).

RECITALS

- A.** The Company wishes to establish terms on which it will grant options to subscribe for fully paid ordinary shares in the Company (**Shares**).
- B.** The Options issued under this deed will be tokenised on the Solana Blockchain (**CRYPT**).
- C.** The on-chain ledger for the CRYPT token serves as the Company's Option Register.
- D.** Each Option is exercisable by paying the Exercise Price, burning 1 CRYPT token per Share and will expire on the fifth (5th) anniversary of its Issue Date, subject to this deed.
- E.** Options are not exercisable until the earlier of the triggers set out in clause 6.1.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed poll:

Associated Token Account means a special type of token account that holds a specific token for a specific user's Wallet Address.

Burn means the process of permanently removing tokens from circulation.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open in Nevis.

Company means Crypta Holdings Inc. (C 60397).

CRYPT means the tokenised Options issued on the Solana Blockchain at contract address: CRYPTWUMYxeMdXpezf21wcVaa7UKjq1LnSLUCcTikmHr.

Exercise Price means \$0.025 United States dollars per share.

Expiry Date means the date that is five (5) years after the Issue Date.

Freeze means a specific instruction to lock a target Associated Token Account.

Freeze Authority means special permission granted to a designated wallet that allows it to freeze and unfreeze token accounts associated with that token.

Issue Date means, in respect of an Option, the date the Option is distributed to Holders and recorded on the Option Register.

NBCO means the Nevis Business Corporation Ordinance.

Option means an option granted under this deed to subscribe for one Share.

Option Register means the on-chain ledger of CRYPT on the Solana Blockchain.

Party means a party to this deed poll and **Parties** has a corresponding meaning.

Share means a fully paid ordinary share in the capital of the Company.

Shareholder means a holder of Shares.

Solana Blockchain means the open-source high-performance blockchain with SOL as its native currency.

Thaw means the process of un-freezing the Associated Token Account for a particular Wallet Address.

Transfer Hook means a program with custom logic that is automatically called on every token transfer.

Wallet Address means a Solana wallet address.

Whitelist means the list of Wallet Addresses the Company has approved, with its Associated Token Account not currently Frozen, and/or added to a list approved via a Transfer Hook, to hold or transfer CRYPT; Whitelisted Wallet has a corresponding meaning.

1.2 Interpretations

In this deed poll unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed poll, and a reference to this deed poll includes any schedule or annexure;
- (f) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (g) a reference to time is to Eastern Caribbean Time (UTC-4); and

- (h) a reference to a party is to a party to this deed poll, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes.

2. NATURE OF THIS DEED

2.1 Deed Poll

This deed is a deed poll by the Company in favour of each Holder. A Holder need not sign. By applying for, acquiring, holding or exercising an Option, the Holder is taken to agree to these terms.

2.2 Primacy

To the extent of any inconsistency with the Company's Articles or Bylaws, this deed prevails in relation to the Options.

2.3 Register Primacy

The Option Register is the authoritative record of legal title to Options and is conclusive evidence of Holders and their holdings. The Company may correct the on-chain Option Register to rectify administrative or technical errors, to give effect to a court order or law, or to enforce compliance with this deed (including by Freeze, Thaw, or Burn where technically feasible). Any such correction is conclusive and binding absent manifest error.

3. GRANT OF OPTIONS

The Company may from time to time grant Options to persons it determines. The number of Options granted to a Holder is as recorded in the Option Register. The Option Register is conclusive evidence of the Holders and their holdings.

4. RIGHTS BEFORE EXERCISE

- 4.1 An Option does not confer any right to vote, receive dividends or participate in new issues of securities until exercised and Shares are issued.
- 4.2 The Company must give each Holder notice in accordance with section 6.2.
- 4.3 The Company must include the Holders in the electronic distribution of Company announcements to Shareholders.
- 4.4 Options are personal to the Holder and are non-transferable to non-Whitelisted Wallets.
- 4.5 Transfers are permitted only between Whitelisted Wallets. The Company (via the Freeze Authority or a Transfer Hook) may Thaw or re-freeze Associated Token Accounts or add and remove Whitelisted Wallets at its discretion to ensure compliance with law, court orders, sanctions, KYC/AML obligations, or this deed.
- 4.6 Subject to clauses 4.4–4.5, a valid on-chain transfer of CRYPT from a Holder's Whitelisted and Thawed Associated Token Account to another Whitelisted and Thawed Associated Token Account, authorised by the transferor's digital signature (private key) and effected on the Solana network, constitutes a duly executed

and delivered transfer of legal and beneficial title to the relevant Options. No separate written transfer, stock transfer form or notice to the Company is required, and the Company may conclusively rely on the Option Register to recognise the transferee as Holder of those relevant Options.

- 4.7 Any attempted transfer of CRYPT that is not made between Whitelisted and Thawed Associated Token Accounts is ineffective as between the Company and the transferor and transferee. The Company is not required to recognise any entity as Holder by reason of any such attempted transfer.

5. EXPIRY AND LAPSE

Each Option automatically lapses at 5:00pm Eastern Caribbean Time (UTC-4) on the Expiry Date if not validly exercised; the Company may Freeze and Burn lapsed tokens.

6. WHEN OPTIONS BECOME EXERCISABLE

- 6.1 No exercise is permitted until the earliest to occur of:
- (a) the date that is 12 months after the Issue Date;
 - (b) the Company declaring any dividend, share buy-back or other distribution to Shareholders;
 - (c) the Company announcing an upcoming airdrop of any free tokens (or analogous digital assets) to Shareholders; or
 - (d) the Directors approving exercisability in their sole discretion.
- 6.2 The Company must give each Holder at least 45 days' prior written notice before any event in clause 6.1(b) or 6.1(c) is proposed, stating the anticipated record date (or, if none, the expected date). The Company will give the maximum practicable notice and must not unreasonably shorten the exercise window prior to that event.

7. EXERCISE MECHANICS

7.1 How to Exercise

A Holder may exercise exercisable Options at any time from the applicable unlocking event under clause 6.1 until the Expiry Date by completing all of the following Condition Precedent:

- (a) delivering a signed notice of exercise (in the form the Company requires) specifying the number of Options exercised;
- (b) transferring 1 CRYPT token per Share to a Wallet Address determined by the Company to be Burned, or, if the CRYPT token is held by the Company, sending written instruction to the Company authorising the Company to effect such Burn;

- (c) making valid payment of the Exercise Price, or payment of equivalent value in a currency or stablecoin acceptable to the Company;
- (d) completing any KYC/AML checks requested by the Company to comply with any applicable law; and
- (e) making valid payment to cover any third party administrative costs associated with KYC/AML compliance screening, registry services and share certificate issuances.

7.2 Allotment

Within a reasonable period after valid exercise, the Company must issue the relevant Shares, enter the Holder in the register of members and deliver an electronic holding statement or share certificate.

7.3 Fractional Entitlements

Options may only be exercised in whole numbers. All numbers will be rounded down to the nearest whole number.

8. SHARES ON EXERCISE

- 8.1 Shares issued on exercise rank pari passu with existing fully paid ordinary shares from their date of issue.
- 8.2 The Company must apply to record the Holder as the registered holder of the Shares promptly after issue.

9. ADJUSTMENT FOR CORPORATE ACTIONS

9.1 Share Split or Consolidation

On a subdivision or consolidation, the number of Options will be adjusted so that overall economic value is preserved.

9.2 Adjustment for Bonus Issue

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares or other securities which must be issued on the exercise of an Option will be increased by the number of Shares or other securities which the holder would have received if the holder had exercised the Option before the record date for the bonus issue.

9.3 Suspension

The Company may temporarily suspend Thawing, transfers or exercises while implementing an adjustment under this clause.

10. CHANGE OF CONTROL

If the Board determines that a transaction will result in a person acquiring control of more than 50% of the voting power in the Company or a sale of all or substantially all assets, the Board may (in its discretion) bring forward exercisability, provide a short exercise window, cash-out Options, or arrange for assumption/rollover into substantially equivalent awards.

11. TAXES, FEES AND COSTS

Any taxes, duties or imposts payable by reason of the grant, holding or exercise of Options are for the Holder's account.

Holders are responsible for any network fees required to transfer or Burn CRYPT.

Holders are responsible for any third-party administrative costs associated with KYC/AML compliance screening, registry services and share certificate issuances upon exercise.

12. LOST KEYS & COMPROMISED WALLETS

12.1 Assumption of Risk

Control of any Wallet Address and private keys rests entirely with the Holder. The Company has no duty to safeguard, monitor, recover, trace, freeze, replace or reissue Options or tokens due to loss, theft, compromise, error, or misuse of a Wallet Address, seed phrase, device or signing mechanism.

12.2 No Automatic Replacement

The Company is not obliged to reissue or replace any Option or token under any circumstances.

12.3 Discretionary Remedy

Without limiting clauses 12.1–12.2, the Company may, in its sole and absolute discretion, consider a request to freeze a balance, reissue replacement tokens and/or Burn compromised tokens only if the Company in its discretion is satisfied with the provided evidence and the Holder indemnifies and holds harmless the Company and its officers, employees and agents against all losses, liabilities, claims, demands, damages, costs and expenses (including full legal costs on a solicitor-own-client basis) arising from or connected with any Freeze, refusal, reissue or Burn (or decision not to act) under this clause.

12.4 Technical Limitations

The Holder acknowledges on-chain mechanics may prevent full reversal or recovery; the Company has no obligation to modify programs, deploy custom code, or incur non-standard steps to implement any remedy.

13. NOTICES

Notices may be given by email to the last email address notified by the relevant party or by any other method permitted by the Company Bylaws.

14. GENERAL**14.1 Severability**

If any term or provision of this deed poll is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this deed poll.

14.2 Governing Law

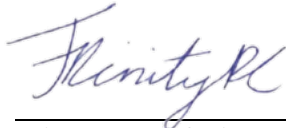
This deed poll shall be governed by and construed in accordance with the law from time to time in Nevis and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Nevis and the courts which hear appeals therefrom.

14.3 Counterparts

This deed poll may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

EXECUTED by the Company as a deed poll.

EXECUTED AS A DEED POLL by)
CRYPTA HOLDINGS INC. (a Nevis)
international business corporation))
acting by its duly authorised Director:)
)



Signature of Director

Trinity Cooper

Name of Director