

GUARANTEE

THIS GUARANTEE (the “**Guarantee**”) is dated as of February 1 2025, and is issued by Stage Point Capital LLC with the registered office in the State of Delaware, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, 19808, and represented by Whitney Quillen (the “**Guarantor**”).

This Guarantee is solely for the benefit of clients (together - the “**Guaranteed Parties**”, separately - the “**Guaranteed Party**”) of Stage Point Europe s.r.o., registered under the law of Czech Republic, identification number 222 1 594 (the “**Company**”), with the registered address: Vikova 532/8, Zizkov, 130 00 Prague 3, Czech Republic, who are bound by the terms and conditions of the Terms of Use, Terms & Conditions of Staking Contract (together - the “**Terms**”) of the Company, allocated at this website, in Customer Cabinet.

Given that the obligations fulfillment by the Company under the Terms towards the Guaranteed Parties are guaranteed, secured by the Guarantor, accordingly, this Guarantee has been issued on the following:

1. The Guarantor, unconditionally guarantees to each Guaranteed Party the due and punctual payment, transfer to such Guaranteed Party by the Company of:
 - NFTs as set forth in the Terms,
 - return of staked NFTs, payment of financial benefits due under the Terms;
 - all other transactional obligations related to NFTs as set forth in the Terms.(the “**Company’s Obligations**”).

2. In furtherance of the foregoing and not in limitation of any other right that any Guaranteed Party has at law or against the Guarantor by virtue hereof, upon the failure of the Company to transfer, pay any of the Company’s Obligations, when and as the same shall become due, the Guarantor hereby promise to and will forthwith pay, or cause to be paid, to the Guaranteed Party as designated thereby, the amount in US Dollars or otherwise defined

by the Guarantor equivalent of such unpaid Company's Obligations owing to such Guaranteed Party. For the payment due not in the assets, fund of the Company's Obligations, the market exchange rate, proper NFT equivalent value (based on the Company's information of transactions with such NFT) shall be used by the Guarantor for the calculation purpose and payment under this Guarantee.

3. The Guarantor further agrees that its guarantee constitutes a guarantee of payment, transfer when due and not of collection, and waives any right to require that any resort be had by any Guaranteed Party to any balance of any deposit or other account on the books of any Guaranteed Party in favor of the Company.
4. The Guarantor agrees that the Company's Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Company's Obligation.
5. To the fullest extent permitted by the applicable law, the Guarantor waives presentment to, demand of payment from and protest to the Company, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.
6. To the fullest extent permitted by applicable law, the obligations of the Guarantor hereunder shall not be affected by:
 - the failure of any Guaranteed Party to assert any claim or demand or to enforce or exercise any right or remedy against the Company, or
 - any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of this Guarantee, the Terms.
7. Notwithstanding anything to the contrary contained in this Guarantee, the obligations of the Guarantor hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render such obligations subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any provisions of applicable law (collectively, the "**Fraudulent Transfer Laws**").
8. The obligations of the Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise of any of the Company's Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Company's Obligations

or otherwise. Without limiting the generality of the foregoing, the obligations of the Guarantor hereunder shall not be discharged or impaired or otherwise affected by the failure of any Guaranteed Party to assert any claim or demand or to enforce any remedy under the Terms, by any waiver or modification of any provision of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Company's Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of the Guarantor or that would otherwise operate as a discharge of the Guarantor as a matter of law.

9. To the fullest extent permitted by applicable law, the Guarantor waives any defense based on or arising out of any defense of the Company or the unenforceability of the Company's Obligations or any part thereof from any cause or the cessation from any cause of the liability of the Company. The Guaranteed Parties may, at their election, compromise or adjust any part of the Company's Obligations, make any other accommodation with the Company or exercise any other right or remedy available to them against the Company, without affecting or impairing in any way the liability of the Guarantor hereunder.
10. The Guarantor assumes all responsibility for being and keeping itself informed of the Company's financial standing.
11. The Guarantee shall continue to be effective within a period of five (5) years from the date of issuance, but anyway until the Company's Obligations have been indefeasibly paid in full.
12. No failure or delay of any Guaranteed Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.
13. All requests, communications, and notices to the Guarantor required hereunder shall be in writing and sent to the following address:
 - 12 E. 49th St., Suite #1808, New York, NY 10017, USA;
 - Website: <https://www.stagepointcapital.com/>;
 - Email: ops@stagepointcapital.com.
14. All covenants, agreements, representations and warranties made by the Guarantor herein shall be considered to have been relied upon by the Guaranteed Parties and shall survive and continue in full force and effect

as long as any amount of the Company's Obligations or any other amount payable under this Guarantee is outstanding and unpaid.

15. In the event any one or more of the provisions contained in this Guarantee, the Terms or any related documents should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Guarantor shall replace the invalid, illegal or unenforceable provisions of the Guarantee with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
16. THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

Stage Point Capital LLC
Whitney Quillen

Whitney S. Quillen