EQUITY VESTING & EARN-UP AGREEMENT

EQUITY VESTING AND EARN-UP AGREEMENT

This Equity Vesting and Earn-Up Agreement is effective on the date of the last signature below (the Effective Date).

Parties

1. **Blueprint Partners Ltd.**, a British Virgin Islands (BVI) business company limited by shares with BVI company number 2213806 and registered office at Intershore Chambers, P.O. Box 4342, Road Town, Tortola, British Virgin Islands (the **Company**);
2. **Martin Popiel**, whose address is recorded in the Company's records (**Martin** or the **Majority Shareholder**); and
3. **Timothy Sattler**, whose address is recorded in the Company's records (**Tim**).

The parties are referred to collectively as the **Parties**.

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1. Purpose and Scope

1.1 This Agreement defines the conditions under which Tim may become eligible to receive up to **8,750 ordinary shares** out of the current **50,000-share Reference Equity Pool**. The share number controls, subject to Active Service, good standing, milestone completion, compliance clearance, separate share subscription documentation, and formal share issuance.

1.2 This Agreement creates only a conditional opportunity to earn future equity. It does not itself issue shares, transfer shares, update the register of members, create shareholder rights, or grant any present ownership interest.

1.3 This Agreement is intended to be read together with, but remain separate from, the Company's shareholder agreement (the **Shareholder Agreement**) and any separate Initial Closing Conditions Schedule, Share Subscription Agreement, staged issuance instructions, Director Services and Authority Agreement, restrictive covenant agreement, and compliance documents.

1.4 If shares are eventually issued to Tim, those issued shares shall be subject to the Shareholder Agreement, including transfer restrictions, reserved matters, leaver provisions, buyback rights, drag-along rights, tag-along rights, information rights, confidentiality obligations, and compliance obligations.

1.5 This Agreement does not govern the transfer of Blueprint Group LLC to the Company, Blueprint Group LLC's operating agreement, Tim's detailed service duties, compensation, officer status, tax filings, or the mechanics of updating British Virgin Islands (BVI) statutory registers. Those matters are handled separately.

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2. No Current Ownership or Implied Equity

2.1 Tim acknowledges that, as of the date of this Agreement, he owns no shares of the Company unless separately issued and recorded in the Company's register of members.

2.2 No equity, shareholder right, voting right, dividend right, profit participation, liquidation right, governance right, or ownership interest shall arise from Tim's title, director role, service activity, business development activity, customer relationships, introductions, operational support, milestone work, payment activity, commercial activity, meeting attendance, oral discussions, emails, text messages, drafts, or course of dealing.

2.3 Tim may receive shares only if:

(a) the applicable vesting or earn-up conditions in this Agreement are satisfied;

(b) Tim remains in Active Service and good standing at the time of approval and issuance;

(c) Tim has not committed a Cause Event, Bad Leaver Event, or disqualifying event;

(d) Tim signs all required subscription, adherence, compliance, know-your-customer (KYC), beneficial ownership, tax residency, source-of-funds/source-of-wealth, and registered-agent documents;

(e) the Majority Shareholder approves the issuance in writing; and

(f) the Company formally issues the shares and updates its register of members.

2.4 Earned eligibility does not equal issued shares. Tim does not become a shareholder until shares are validly issued and recorded in the Company's register of members.

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3. Maximum Share Opportunity and Reference Equity Pool

3.1 Subject to the terms of this Agreement, Tim may become eligible to receive up to **8,750 ordinary shares**. The share number is the controlling amount. Any proportional references in this Agreement are included only to explain the intended allocation and do not override the share count.

3.2 **Reference Equity Pool** means the initial equity pool approved by the Majority Shareholder for the Majority Shareholder and Tim, expected to equal **50,000 ordinary shares**, unless adjusted for share splits, share consolidations, recapitalizations, or substantially similar mechanical changes. The Reference Equity Pool is used only to explain the intended initial allocation between the Majority Shareholder and Tim. It does not create anti-dilution protection or a right for Tim to maintain the same proportional ownership after future bona fide issuances.

3.3 The maximum equity opportunity is divided into three buckets:

Equity bucket	**Maximum shares**	**Basis**
Initial Conditional Tranche	**1,250**	Becomes eligible only after the Initial Closing Conditions are satisfied.
Base Service Vesting Shares	**2,750**	Time/service-based vesting over 18 months, subject to Active Service and good standing.
Earn-Up Milestone Shares	**4,750**	Performance-based shares tied to approved milestones.
Total maximum share opportunity	**8,750**	No amount is guaranteed unless all applicable conditions are satisfied.

3.4 The Initial Conditional Tranche and Base Service Vesting Shares together comprise the full **4,000-share** base opportunity. The Initial Conditional Tranche is not in addition to the 8,750-share maximum.

3.5 The share amounts above are maximum share amounts, not automatic issuances and not anti-dilution protection. Tim shall be subject to dilution from future bona fide issuances approved under the Shareholder Agreement, including issuances for financing, acquisitions, incentive compensation, restructuring, strategic partners, contractor incentives, or other bona fide business purposes.

3.6 Tim shall have no right to receive any shares in excess of **8,750 ordinary shares** unless approved in a separate written agreement signed by the Company and the Majority Shareholder.

4. Conditions Applicable to All Vesting and Earn-Up Rights

4.1 Active Service includes materially performing the Operations Services Provider role, maintaining approved operating systems, documenting work in approved tools, supporting pipeline/provider/client execution, and meeting the execution cadence reasonably expected for the applicable stage of service.

4.2 Tim's service expectations may be evaluated against the Operations Services Provider responsibilities and stage-appropriate execution expectations approved by the Majority Shareholder, including onboarding, provider coordination, client follow-through, tracker hygiene, documentation, partner/referral infrastructure, and operating-system adoption. Any operating plan, task tracker, role scorecard, written management update, or similar operational record approved by the Majority Shareholder may be used as evidence of whether Tim is in Active Service and good standing, but shall not create additional equity rights unless expressly stated in this Agreement.

4.3 All vesting, earn-up, and equity eligibility under this Agreement is subject to the following continuing conditions:

(a) Tim remains actively engaged in the approved service role;

(b) Tim materially performs his responsibilities in good faith;

(c) Tim remains available, responsive, and cooperative with the Company and Blueprint Group LLC;

(d) Tim complies with the Shareholder Agreement and all related agreements;

(e) Tim does not commit a Cause Event, Bad Leaver Event, or material breach;

(f) Tim provides all required KYC, beneficial ownership, tax residency, source-of-funds/source-of-wealth, banking, registered-agent, and compliance information;

(g) Tim signs all documents required for any future issuance;

(h) Tim does not create material legal, banking, regulatory, tax, sanctions, beneficial ownership, registered-agent, reputational, or compliance risk;

(i) Tim does not claim equity or shareholder rights before shares are issued; and

(j) the Majority Shareholder confirms in writing that the applicable conditions have been satisfied, which confirmation shall not be unreasonably withheld once objective criteria are satisfied and no disqualifying event exists.

4.4 Tim must be in Active Service and good standing both when a tranche or milestone is approved and when any corresponding shares are issued.

4.5 The Company has no obligation to issue any shares if Tim fails to satisfy the conditions in this Agreement, fails to sign required documents, fails to provide required compliance information, or becomes subject to a disqualifying event before issuance.

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5. Initial Conditional Tranche — 1,250 Ordinary Shares

5.1 Tim may become eligible to receive up to **1,250 ordinary shares** as the **Initial Conditional Tranche**.

5.2 The Initial Conditional Tranche shall not become eligible for approval, vesting, issuance, registration, or shareholder rights unless and until the **Initial Closing Conditions** have been satisfied.

5.3 The Initial Closing Conditions shall be defined in a separate Initial Closing Conditions Schedule or Side Letter approved by the Majority Shareholder. This Agreement does not describe or modify those conditions.

5.4 Satisfaction of the Initial Closing Conditions does not automatically issue shares. It only makes the Initial Conditional Tranche eligible for approval and issuance, subject to this Agreement, the Shareholder Agreement, compliance clearance, signed subscription documents, and written approval by the Majority Shareholder.

5.5 If the Initial Closing Conditions are not satisfied by the Initial Closing Deadline stated or extended in the Initial Closing Conditions Side Letter, the Initial Conditional Tranche shall remain unearned and unissued unless the Majority Shareholder extends the deadline in writing.

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6. Base Service Vesting Shares — 2,750 Ordinary Shares

6.1 Tim may become eligible to receive up to **2,750 ordinary shares** as **Base Service Vesting Shares**.

6.2 Base Service Vesting Shares shall vest in six quarterly installments over 18 months, subject to Tim's Active Service and good standing:

Vesting period	Shares eligible to vest	Cumulative shares eligible to vest
Quarter 1	459	459
Quarter 2	458	917
Quarter 3	458	1,375
Quarter 4	458	1,833
Quarter 5	458	2,291
Quarter 6	459	2,750

6.3 **Service Vesting Commencement Date** means the later of: (a) the effective date of this Agreement; (b) the date the Initial Closing Conditions are satisfied; (c) execution of the Director Services and Authority Agreement or equivalent service document, if required by the Majority Shareholder; and (d) written confirmation by the Majority Shareholder that Tim's Active Service has commenced. The Majority Shareholder may credit pre-commencement service in writing, but no credit shall be implied.

6.4 Base Service Vesting Shares shall not vest for any period during which Tim is inactive, unavailable, in material breach, failing to perform, failing to provide required compliance information, or not in good standing.

6.5 The Majority Shareholder may approve, deny, pause, or resume quarterly vesting based on whether Tim satisfied the Active Service and good-standing conditions during the applicable quarter, acting reasonably and in good faith.

6.6 Base Service Vesting Shares that have become eligible to vest may be approved and issued in batches to reduce administrative burden, registered-agent updates, beneficial ownership updates, and issuance costs, provided that batching shall not delay any approved issuance beyond the period required under Section 10.3 unless a documented legal, registered-agent, banking, tax, regulatory, sanctions, compliance, constitutional, Board-approval, or register-related blocker exists.

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7. Earn-Up Milestone Shares — 4,750 Ordinary Shares

7.1 Tim may become eligible to receive up to **4,750 ordinary shares** as **Earn-Up Milestone Shares**.

7.2 Earn-Up Milestone Shares are performance-based and shall be allocated as follows:

Milestone	**Shares**
5 qualified discovery calls booked and completed	500
Approved field lane built	875
Paraguay field partner network secured	1,000
First Company-approved implementation client supported through active closeout	1,250
Provider + referral engine built	1,125
Total Earn-Up Milestone Shares	**4,750**

7.3 A milestone is not complete unless:

(a) Tim has completed all required elements for that milestone;

(b) Tim has delivered the required proof package;

(c) all related materials, contacts, trackers, documents, notes, confirmations, and work product have been delivered into Company-approved systems and are accessible to the Company;

(d) Tim is in Active Service and good standing;

(e) Tim has not committed a Cause Event, Bad Leaver Event, or material breach;

(f) Tim has completed the milestone within the approved operations services lane and has not made final strategic, tax, legal, immigration, banking, entity-structuring, pricing, scope, refund, dispute, or client-acceptance decisions without written approval; and

(g) the Majority Shareholder confirms completion in writing, acting reasonably and in good faith.

7.4 Milestones are binary and shall not partially vest unless the Majority Shareholder expressly approves partial credit in writing. No partial credit shall be implied from partial work, substantial completion, near completion, attempted completion, or work that is useful but does not satisfy the milestone criteria.

7.5 Earn-Up Milestone Shares must be earned within **18 months** after the effective date of this Agreement unless the Majority Shareholder extends the deadline in writing.

7.6 If a milestone becomes commercially impractical, obsolete, unavailable, illegal, or materially misaligned with Company strategy, the Majority Shareholder may approve a substitute milestone of comparable difficulty and value, acting reasonably and in good faith.

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8. Milestone Criteria and Proof Requirements

8.1 Tim shall maintain written records sufficient to prove completion of each earn-up milestone.

8.2 The required milestone criteria and proof packages are set out in **Schedule 1**.

8.3 The Majority Shareholder may request reasonable additional evidence before approving milestone completion, including customer records, customer relationship management records, provider trackers, written confirmations, meeting notes, service scopes, pricing ranges, timelines, document requirements, handoff materials, readiness packets, or other records reasonably related to the milestone.

8.4 Tim may not self-certify milestone completion. Silence, delay, informal praise, operational use of work product, or continued collaboration shall not constitute milestone approval.

8.5 A call, provider, partner, referral source, relationship, field lane, work product, or client-support item shall not count toward a milestone if the Majority Shareholder reasonably determines that it is duplicative, unqualified, nonresponsive, conflicted, unverifiable, outside the approved market, not commercially usable, not properly documented, or not delivered into Company-approved systems.

8.6 The Majority Shareholder shall not unreasonably withhold confirmation that objective milestone criteria have been satisfied, but no share issuance shall occur unless all issuance, compliance, and documentation conditions are complete.

8.7 Milestone approval must be in writing and may be delivered by signed document, email, or another written method approved by the Majority Shareholder.

8.8 Milestone work must be completed in a manner consistent with the approved division of responsibilities. Tim may coordinate, document, manage, follow up, and escalate, but final strategic recommendations, licensed-professional boundaries, offer/pricing decisions, and client-facing conclusions shall not count as properly completed milestone work unless reviewed and approved by the Majority Shareholder.

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9. Vesting Pause, Forfeiture, and Termination of Unearned Rights

9.1 Vesting and earn-up eligibility shall pause immediately if Tim:

(a) becomes inactive or unavailable;

(b) materially reduces service without approval;

(c) fails to perform material responsibilities;

(d) fails to provide requested compliance information;

(e) becomes subject to a curable breach;

(f) creates material operational, compliance, banking, legal, tax, or reputational risk; or

(g) is otherwise not in good standing.

9.2 For curable issues, the Company may provide written notice and **10 business days** to cure. Vesting shall remain paused during the cure period unless the Majority Shareholder approves otherwise.

9.3 If the curable issue is not cured within the applicable cure period, all unvested, unearned, unapproved, and unissued rights may terminate immediately upon written notice from the Majority Shareholder.

9.4 All unvested, unearned, unapproved, and unissued rights terminate immediately without cure period if Tim commits a Cause Event, Bad Leaver Event, fraud, theft, intentional misconduct, confidentiality breach, non-circumvention, unauthorized commitment, sanctions issue, criminal conduct, banking risk, regulatory risk, or material compliance risk.

9.5 If Tim resigns, is removed as director, is terminated under a service agreement, or ceases Active Service for any reason, all unvested, unearned, unapproved, and unissued rights terminate immediately unless the Majority Shareholder approves otherwise in writing.

9.6 Earned and approved but unissued rights shall survive termination only if:

(a) the Majority Shareholder approved the applicable tranche or milestone in writing before termination;

(b) Tim was in Active Service and good standing at the time of approval;

(c) no Cause Event or Bad Leaver Event has occurred;

(d) Tim signs all required issuance documents; and

(e) Tim provides all required compliance information within the deadline requested by the Company.

9.7 Any issued shares shall be governed by the Shareholder Agreement, including any applicable transfer restrictions, leaver provisions, buyback rights, drag-along rights, and compliance obligations.

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10. Issuance Mechanics and Compliance Gating

10.1 No shares shall be issued automatically under this Agreement. No unvested, unearned, or unissued equity shall accelerate upon a sale, change of control, internal restructuring, transfer of Blueprint Group LLC, sale of Company assets, or similar transaction unless approved in writing by the Majority Shareholder.

10.2 If a tranche or milestone is approved, the Company may issue the corresponding shares only after:

(a) the Majority Shareholder approves issuance in writing;

(b) Tim signs a subscription agreement or other issuance document;

(c) Tim signs or reaffirms the Shareholder Agreement and any deed of adherence;

(d) Tim provides all KYC, tax residency, beneficial ownership, source-of-funds/source-of-wealth, banking, registered-agent, and compliance information;

(e) issuance would not create a material compliance, banking, tax, sanctions, registered-agent, beneficial ownership, or legal issue;

(f) the Company's registered agent, if applicable, confirms the required register and filing process; and

(g) the Company updates its register of members.

10.3 If the applicable objective eligibility conditions for a tranche or milestone have been satisfied, Tim is in Active Service and good standing, no Cause Event, Bad Leaver Event, Compliance Disqualification Event, sanctions issue, or other disqualifying event exists, Tim has delivered all required subscription, adherence, KYC, tax residency, beneficial ownership, source-of-funds/source-of-wealth, registered-agent, banking, and compliance materials, and issuance is legally and constitutionally permitted, the Company shall complete the applicable issuance process and update the register of members within thirty (30) business days, except to the extent delayed by a documented legal, registered-agent, banking, tax, regulatory, sanctions, compliance, constitutional, Board-approval, or register-related blocker.

10.4 The Company may delay issuance only to the extent delayed by a documented legal, registered-agent, banking, tax, regulatory, sanctions, compliance, constitutional, Board-approval, or register-related blocker, provided the delay is not primarily intended to deprive Tim of an approved earned tranche.

10.5 No voting rights, dividend rights, information rights, transfer rights, or shareholder rights arise before issuance and registration.

10.6 The Company may batch approved issuances to reduce administrative burden, filing costs, registered-agent costs, share certificate processing, beneficial ownership updates, and compliance friction.

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11. No Employment, Officer Status, or Authority Created

11.1 This Agreement does not create employment, partnership, agency, fiduciary, broker, adviser, franchise, or joint venture status.

11.2 This Agreement does not appoint Tim as an officer of the Company or Blueprint Group LLC.

11.3 Any title used for Tim, including director of operations, operator, adviser, contractor, or service provider, does not create authority to bind the Company or Blueprint Group LLC except as expressly approved in writing by the Majority Shareholder or in a separate written authority document.

11.4 This Agreement does not create any salary, consulting fee, reimbursement right, commission, bonus, draw, profit share, or guaranteed cash compensation obligation. Any services compensation or reimbursement must be separately approved in writing under an approved compensation policy, service compensation schedule, invoice approval, written consent, or other written authorization.

11.5 Tim is solely responsible for his own tax, reporting, social contribution, residency, exchange-control, and personal compliance obligations arising from this Agreement, any equity eligibility, or any future share issuance.

11.6 Tim's service duties, title, compensation, reporting obligations, work expectations, authority matrix, non-circumvention, confidentiality, intellectual property (IP), and operational responsibilities may be defined in a separate Director Services and Authority Agreement or related document.

11.7 The internal services designation “Operations Services Provider / Primary Administrative Contact” and any approved public-facing title, including “Head of Client Operations,” are functional titles only. They do not appoint Tim as a statutory officer of the Company or Blueprint Group LLC and do not grant authority to bind either entity, approve pricing, change scope, make regulated recommendations, approve providers, open or control accounts, incur obligations, or make final client-facing strategic decisions unless separately authorized in writing.

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12. Relationship to Shareholder Agreement

12.1 This Agreement governs Tim’s conditional eligibility to earn future shares before issuance.

12.2 The Shareholder Agreement governs all issued shares, shareholder rights, Company governance, reserved matters, transfers, distributions, information rights, leaver/buyback provisions for issued shares, drag-along rights, tag-along rights, disputes, and compliance cooperation.

12.3 If a share is issued to Tim, Tim shall hold that share subject to the Shareholder Agreement and all applicable restrictions in the Company’s memorandum and articles.

12.4 If the Company does not acquire Blueprint Group LLC, transfers Blueprint Group LLC, restructures the group, changes its holding-company / operating-subsidiary structure, or uses a replacement or successor entity, Tim's rights remain limited to the conditional equity opportunity expressly approved by the Majority Shareholder and do not automatically attach to any replacement entity, affiliate, successor, subsidiary, asset, business line, or opportunity unless agreed in writing by the Company and the Majority Shareholder.

12.5 If there is a conflict between this Agreement and the Shareholder Agreement, this Agreement controls only with respect to whether Tim has satisfied vesting, earn-up, or eligibility conditions before issuance. The Shareholder Agreement controls all Company governance and issued-share matters.

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13. Representations and Acknowledgments

13.1 Tim represents and acknowledges that:

(a) he has no present ownership interest unless shares are separately issued and registered;

(b) the full **8,750 ordinary share** opportunity is a maximum conditional opportunity calculated against the Reference Equity Pool, not a guaranteed grant, not a floating proportional right, and not an anti-dilution right;

(c) he has reviewed the milestone requirements and understands that completion requires evidence and written approval;

(d) he has not relied on any oral promise, informal message, draft, projection, or expectation inconsistent with this Agreement;

(e) vesting eligibility does not equal share issuance;

(f) share issuance is subject to compliance and formal documentation;

(g) any issued shares will be subject to the Shareholder Agreement; and

(h) he has had the opportunity to obtain independent advice before signing this Agreement.

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14. Disputes and Milestone Review

14.1 If Tim believes a milestone has been completed but the Majority Shareholder has not approved it, Tim may submit a written milestone review request with supporting evidence.

14.2 The Majority Shareholder shall review the request in good faith and provide a written approval, denial, or request for additional information within **15 business days**.

14.3 If the Majority Shareholder denies milestone completion, the denial should briefly identify the material deficiencies or missing evidence.

14.4 No milestone shall be deemed approved merely because the review period expires, unless the Majority Shareholder expressly approves the milestone in writing.

14.5 This Agreement is governed by the laws of the British Virgin Islands. Disputes relating to issued shares, Company registers, shareholder rights, or Company governance shall be governed by the Shareholder Agreement's dispute provisions.

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15. General Terms

15.1 This Agreement may be amended only by a written document signed by the Company, the Majority Shareholder, and Tim, provided that amendments affecting only administrative issuance mechanics may be approved by the Company and the Majority Shareholder if they do not materially reduce Tim's approved earned rights.

15.2 No waiver is effective unless in writing. A delay or failure to enforce any right is not a waiver.

15.3 Tim may not assign, transfer, pledge, or encumber any rights under this Agreement without the prior written approval of the Majority Shareholder.

15.4 Notices may be delivered by email or another written method approved by the Parties.

15.5 This Agreement may be signed electronically and in counterparts.

Schedule 1 — Earn-Up Milestone Criteria and Proof Packages

1. Five Qualified Discovery Calls Booked and Completed — 500 Ordinary Shares

Tim earns eligibility for this milestone only when five qualified discovery calls are booked and actually completed.

A qualified discovery call requires:

- a prospect with a real international residency, relocation, banking, entity, tax, asset protection, or global structuring need;
- a prospect who can plausibly afford approved Blueprint or Company-approved offer pricing;
- the call booked on a calendar approved by the Majority Shareholder;
- the call completed by the Majority Shareholder or another approved closer;
- the customer relationship management system includes source, notes, urgency, qualification rationale, next step, and follow-up date;
- Tim completed the operational support required to source, book, prepare, document, or follow up on the call.

Required proof package:

- CRM entries for all five prospects;
- call dates and completion confirmation;
- source and qualification notes;
- urgency and next-step notes;
- any relevant follow-up status.

2. Approved Field Lane Built — 875 Ordinary Shares

Tim earns eligibility for this milestone only when he completes one approved field lane for Panama or another approved jurisdiction other than Cayman Islands.

Requirements:

- approved jurisdiction selected;
- in-person provider development if travel is involved;
- three qualified local partners secured;
- provider categories cover at least two to three core workstreams, such as banking, foundation/entity, residency, immigration/legal, local tax/accounting, relocation/property;
- provider tracker completed;
- fee ranges or quote process documented;
- client document requirements documented;
- field sequence documented;
- client-facing readiness packet completed;
- internal "what can go wrong" checklist completed.

Required proof package:

- provider tracker;
- written partner confirmations or email-confirmed working processes;
- fee range / quote process notes;
- client document checklist;
- field sequence;
- client-facing readiness packet;
- "what can go wrong" checklist.

Tim's role for this milestone is operational field-lane development: sourcing, coordinating, documenting, organizing, and preparing the lane for Majority Shareholder review. Final approval of provider strategy, service scope boundaries, pricing implications, and client-facing recommendations remains with the Majority Shareholder.

3. Paraguay Field Partner Network Secured — 1,000 Ordinary Shares

Tim earns eligibility for this milestone only when he travels to Paraguay and personally secures three qualified in-person partner relationships.

Requirements:

- in-person meetings completed;
- partner category documented;

- contact details saved;
- service scope documented;
- fee range or quote process documented;
- required client documents listed;
- timeline/process documented;
- referral or working process confirmed;
- provider added to the provider tracker.

Target partner categories include:

- residency provider;
- local tax/accounting professional;
- immigration/legal provider;
- banking contact;
- property / relocation / local execution partner.

A relationship does not count toward this milestone unless the partner relationship is documented in the provider tracker, the working process is clear enough for Company use, and the relationship is accessible to the Company rather than controlled only through Tim's personal communications.

Required proof package:

- provider tracker;
- meeting notes;
- contact details;
- service scope;
- fee range / quote process;
- required client documents;
- process/timeline notes;
- written confirmation of referral or working process where available.

4. First Company-Approved Implementation Client Supported Through Active Closeout — 1,250 Ordinary Shares

Tim earns eligibility for this milestone only when he supports the first paid Company-approved implementation client from intake through active implementation closeout in the operations services lane.

For clarity, this milestone is operational. It does not require Tim to make final tax, legal, immigration, residency, banking, entity-structuring, or investment recommendations. It requires Tim to manage the execution cadence, documentation, provider coordination, client follow-up, blocker escalation, and delivery administration needed to support the approved implementation process.

Active implementation closeout means the active delivery package is complete. It does not require supporting the client for a year or completing long-tail filings unless separately scoped.

Requirements:

- intake tracked;
- document checklist followed up;
- client tracker maintained;
- provider quote requests logged;
- provider responses tracked;
- kickoff recap prepared;
- weekly or milestone updates maintained;
- provider handoff packs organized;
- document vault maintained;
- blockers escalated;
- Final Global Runway File assembled or supported;
- 12-month execution calendar completed.

Guardrail:

Canadian departure returns, future filings, annual renewals, appeals, and long-tail tax work are not required for this milestone unless separately scoped.

Required proof package:

- client tracker;
- document checklist;
- provider quote log;
- provider response tracker;
- kickoff recap;
- update history;
- provider handoff packs;
- document vault confirmation;
- blocker/escalation log;
- Final Global Runway File or supporting materials;
- 12-month execution calendar.

5. Provider + Referral Engine Built — 1,125 Ordinary Shares

Tim earns eligibility for this milestone only when he builds a broader online provider/referral database and converts it into usable, documented, Company-accessible relationships.

Target:

- 30 committed provider/referral relationships.

A provider/referral partner counts only if they have:

- written confirmation or signed/email-confirmed process;
- confirmed they are open to receiving or sending referrals;
- confirmed their service scope;
- provided pricing range or quote process;
- provided timeline/process;
- provided required client documents;
- agreed to a working/referral process in writing, even if by email;
- been added to the provider/referral tracker.

Required proof package:

- provider/referral tracker;
- written confirmations;
- service scope summaries;
- pricing range or quote process;
- timeline/process notes;
- required client document notes;
- referral/working process confirmations.
- relationship details, confirmations, next steps, and ownership notes are recorded in Company-approved systems rather than maintained only in personal inboxes, messages, spreadsheets, or notes.

Schedule 2 — Cause Events and Disqualifying Events

For purposes of this Agreement, Cause Events and disqualifying events include:

1. fraud, theft, embezzlement, dishonesty, willful misconduct, gross negligence, or intentional breach;
2. material breach of this Agreement or any related agreement;
3. unauthorized commitment of the Company or Blueprint Group LLC;
4. unauthorized claim of equity, ownership, authority, title, or shareholder status;
5. unauthorized use of Company or Blueprint Group LLC funds, property, names, systems, relationships, or opportunities;
6. breach of confidentiality, intellectual property (IP), non-circumvention, or non-solicitation obligations;
7. competing with the Company or Blueprint Group LLC in violation of written obligations;

8. soliciting customers, providers, contractors, employees, partners, or referral sources in violation of written obligations;
9. abandonment, inactivity, or failure to provide active services for **30** consecutive days without approval;
10. failure to comply with know-your-customer (KYC), tax residency, beneficial ownership, registered-agent, banking, or compliance requests;
11. conduct causing material banking, tax, legal, sanctions, regulatory, reputational, or compliance risk;
12. criminal conviction, sanctions listing, regulatory disqualification, or material adverse legal event;
13. attempted unauthorized transfer or assignment of rights under this Agreement;
14. refusal to cooperate with issuance, compliance, buyback, transfer, filing, director resignation, or required corporate action;
15. misrepresentation to customers, banks, providers, regulators, formation agents, registered agents, or counterparties; and
16. any event defined as Cause or Bad Leaver in the Shareholder Agreement, Director Services and Authority Agreement, or other related agreement.

Signature Page

Company

Blueprint Partners Ltd.

By: ______________________________
Name: Martin Popiel
Title: Director
Date: 2026-08-13

Majority Shareholder

Martin Popiel

Signature: ______________________________
Date: 2026-08-13

Tim

Timothy Sattler

Signature: Signature
Date: Select date