



NON-BINDING LETTER OF INTENT

Compliance Infrastructure & Transfer Agent Services

Date: April 28, 2026

Parties

Minted: MintedAssociates Corp, a Delaware C-Corporation, with its principal office in Philadelphia, Pennsylvania, United States (“Minted”).

Texture: Texture Capital Holdings Corp. and its applicable subsidiaries, including (i) Texture Capital Inc., a FINRA-member broker-dealer (CRD #300853) and SEC-registered Alternative Trading System operator, and (ii) Texture Transfer Services LLC, an SEC-registered transfer agent (collectively, “Texture”), each with main offices at 14 Wall Street, 20th Floor, New York, New York 10005, United States.

Dear Richard,

This Non-Binding Letter of Intent (this “LOI”) sets forth the mutual understanding between Minted and Texture regarding the proposed engagement of Texture as Minted’s regulated infrastructure partner for the securities-touching components of the Minted platform on the Canton Network.

The parties have engaged in preliminary discussions and believe there is a compelling strategic rationale for a formal partnership. This LOI outlines the principal terms under which the parties may negotiate and, if mutually agreed, enter into one or more definitive agreements.

1. Scope of Engagement

Subject to the negotiation and execution of definitive agreements, Texture would serve as Minted’s regulated infrastructure partner for the securities-touching components of the Minted platform, with each service to be performed by the Texture entity holding the applicable regulatory authorization:

- (a) Broker-Dealer Services.** Texture Capital Inc. (FINRA CRD #300853, SEC File 8-70310) acting as broker-dealer for the facilitation of securities-touching transactions, including tokenized securities used as mUSD collateral, yield vehicle distribution, and institutional investor onboarding.
- (b) Alternative Trading System.** Texture Capital Inc. operating as the SEC-registered ATS for secondary trading of tokenized securities and yield instruments distributed through the Minted platform on the Canton Network.

(c) Transfer Agent Services. Texture Transfer Services LLC providing SEC-registered transfer agent services for the maintenance of ownership records, issuance, and transfer of tokenized securities held as collateral or distributed through Minted’s institutional yield vaults.

(d) Custody Coordination. Coordinating qualified custody of digital assets and tokenized securities through Fireblocks Trust Company, the Fireblocks Custody Network, or another eligible qualified or licensed custodian, as applicable.

For the avoidance of doubt, the engagement contemplated by this LOI covers securities-touching components only. Issuance of the mUSD payment stablecoin and any associated issuer-path compliance obligations remain the separate responsibility of Minted.

2. Regulatory Framework

The parties intend that all activities under any definitive agreement shall be structured to operate within applicable compliance frameworks, including Regulation D (Rule 506(c)) for the distribution of securities-related products. The GENIUS Act (Public Law 119-27, July 18, 2025) is the intended compliance framework for the mUSD payment stablecoin; Minted’s issuer-path compliance under that Act will be handled by Minted and its separate counsel. Texture’s existing FINRA registrations, SEC-registered ATS, and SEC-registered transfer agent status (held through Texture Transfer Services LLC) provide the regulated foundation for Texture’s role within this partnership.

3. Commercial Terms

Specific commercial terms, including fee structures, revenue-sharing arrangements, service-level commitments, and operational responsibilities, may be negotiated and, if mutually agreed, set forth in definitive agreements. Neither party has any obligation to continue negotiations or to enter into any definitive agreement, and either party may terminate discussions at any time without liability.

4. Timeline

The parties anticipate negotiating and, if mutually agreed, executing definitive agreements within approximately sixty (60) days of the date of this LOI. Minted anticipates commencing institutional onboarding and pilot operations in Q2-Q3 2026, subject to the foregoing.

5. Non-Binding Nature and Non-Exclusivity

Except for Section 6 (Confidentiality), Section 7 (No Publicity), and Section 8 (Governing Law), which shall be binding upon execution, this LOI is not intended to create any legally binding obligation on either party. This LOI is non-exclusive: either party may pursue, evaluate, or enter into similar arrangements with other parties at any time. Nothing in this LOI shall be construed as a minimum commitment, allocation, or guaranteed volume on the part of either party.

6. Confidentiality

This section is binding. Each party agrees to keep confidential proprietary information exchanged in connection with this LOI, except that (i) the existence and terms of this LOI may be disclosed in connection with each party's fundraising and investor relations activities, and (ii) disclosure as required by law or regulation is permitted. This obligation shall survive the termination or expiration of this LOI for a period of two (2) years.

7. No Publicity

This section is binding. Neither party shall issue any press release, public announcement, or marketing communication regarding this LOI or the transactions contemplated herein, nor shall either party use the other party's name, logo, trademarks, or describe the relationship as a "partnership" in public-facing materials, without the prior written consent of the other party. The foregoing does not restrict the disclosures expressly permitted under Section 6 (Confidentiality).

8. Governing Law

This section is binding. This LOI shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

9. Notices

All notices and communications under this LOI shall be sent in writing to the following addresses:

To Minted:

Luis Cuello, Founder & CEO
MintedAssociates Corp
Email: Luis@minted.app

To Texture:

Richard Johnson, Chief Executive Officer & Founder
Texture Capital Inc.
14 Wall Street, 20th Floor, New York, New York 10005
Email: richard@texture.capital

If the foregoing accurately reflects our mutual understanding, please indicate your agreement by signing and returning a copy of this LOI.

AGREED AND ACCEPTED:

MintedAssociates Corp

Luis Cuello

Luis Cuello
Founder & CEO

Date: April 28, 2026

Texture Capital Holdings Corp., for itself and its applicable subsidiaries

Richard Johnson

Chief Executive Officer & Founder

Date: _____