

# innov8-resources-holdco-indemnification-agreement-v7.3.10

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2026-05-27

v7.3.8 | 2026-05-27

## DIRECTOR AND OFFICER INDEMNIFICATION AGREEMENT

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This **DIRECTOR AND OFFICER INDEMNIFICATION AGREEMENT** (this "**Agreement**") is made and entered into as of the date set forth on the signature page (the "**Effective Date**"), by and between **INNOV8 RESOURCES, INC.**, a Delaware corporation (the "**Company**"), and the individual identified on the signature page as the Indemnitee (the "**Indemnitee**").

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### RECITALS

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**WHEREAS**, the Indemnitee is or has agreed to serve as a director and/or officer of the Company;

**WHEREAS**, the Certificate of Incorporation of the Company (the "**Certificate of Incorporation**") and the Bylaws of the Company (the "**Bylaws**") provide for indemnification of directors and officers to the fullest extent permitted by the General Corporation Law of the State of Delaware (the "**DGCL**"), including without limitation **DGCL §145** and **DGCL §102(b)(7)**;

**WHEREAS**, the Company desires to provide the Indemnitee with the maximum indemnification and advancement-of-expenses protection permitted by Delaware law as a condition of, and inducement to, the Indemnitee's agreement to serve in such capacity, and to supplement the statutory and bylaw indemnification provisions with the contractual rights set forth herein;

**WHEREAS**, the Company maintains directors' and officers' liability insurance with an aggregate policy limit of not less than \$5,000,000 (the "**D&O Insurance**"), with a roadmap to increase such aggregate policy limit to \$10,000,000 upon and following the first closing of Program 2 LP Investor capital contributions, and the Indemnitee is or will be a covered insured under such D&O Insurance;

**WHEREAS**, the parties recognize that recent jurisprudence and increased litigation risk make contractual indemnification arrangements an essential component of attracting and retaining qualified directors and officers, and that this Agreement is intended to provide the Indemnitee with greater certainty than the statutory indemnification rights alone would afford;

**NOW, THEREFORE**, in consideration of the Indemnitee's continued service to the Company and the mutual covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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## ARTICLE I – DEFINITIONS

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**1.1 "Corporate Status"** means the status of a person who is or was a director, officer, employee, agent, or fiduciary of the Company or of any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan, or other entity which such person is or was serving at the request of the Company.

**1.2 "Expenses"** means all reasonable attorneys' fees, retainers, court costs, transcript costs, fees and expenses of experts, witnesses, accountants, and other professionals, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. "Expenses" also includes (a) Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (b) Expenses incurred in connection with enforcing the Indemnitee's rights under this Agreement.

**1.3 "Indemnifiable Event"** means any event or occurrence, whether occurring before, on, or after the Effective Date, related to the fact that the Indemnitee is or was a director, officer, employee, agent, or fiduciary of the Company, or any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee, member, manager, agent, or fiduciary of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan, or other entity, or by reason of any action or inaction on the part of the Indemnitee while serving in any such capacity.

**1.4 "Losses"** means all losses, liabilities, damages, expenses (including Expenses), judgments, fines, ERISA excise taxes and penalties, penalties, and amounts paid in settlement (including all interest, assessments, and other charges paid or payable in connection with any of the foregoing) of any Proceeding.

**1.5 "Proceeding"** means any threatened, pending, or completed action, suit, claim, counterclaim, cross-claim, arbitration, mediation, alternative dispute resolution mechanism, investigation, inquiry, hearing, or other proceeding, whether civil, criminal, administrative, arbitral, investigative, or other, and whether formal or informal, including any appeal therefrom, in which the Indemnitee is, was, or is threatened to be made a party or a participant (including, without limitation, as a witness) by reason of any Indemnifiable Event.

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## ARTICLE II – INDEMNIFICATION

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**2.1 General Indemnification.** Subject to the provisions of this Agreement and to the maximum extent permitted by the DGCL, the Company shall indemnify and hold harmless the Indemnitee from and against any and all Losses incurred by, or imposed upon, the Indemnitee in connection with any

Proceeding to which the Indemnitee is, was, or is threatened to be made, a party, witness, or other participant by reason of any Indemnifiable Event.

**2.2 Third-Party Proceedings.** Without limiting Section 2.1, the Company shall indemnify the Indemnitee in accordance with **DGCL §145(a)** if the Indemnitee was or is, or is threatened to be made, a party to or a participant in any Proceeding (other than a Proceeding by or in the right of the Company), against all Losses actually and reasonably incurred by the Indemnitee in connection with such Proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

**2.3 Derivative Proceedings.** Without limiting Section 2.1, the Company shall indemnify the Indemnitee in accordance with **DGCL §145(b)** if the Indemnitee was or is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor, against all Expenses actually and reasonably incurred by the Indemnitee in connection with such Proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company, except that no indemnification shall be made under this Section 2.3 in respect of any claim, issue, or matter as to which the Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such Proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such Expenses which the Court of Chancery or such other court deems proper.

**2.4 Mandatory Indemnification for Successful Defense.** Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee has been successful, on the merits or otherwise, in defense of any Proceeding or any claim, issue, or matter therein, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith, in accordance with **DGCL §145(c)**.

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## **ARTICLE III – ADVANCEMENT OF EXPENSES**

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**3.1 Advance of Expenses.** Notwithstanding any provision of this Agreement to the contrary, and in accordance with **DGCL §145(e)**, the Company shall advance, to the fullest extent permitted by law, all Expenses incurred by the Indemnitee in connection with any Proceeding to which the Indemnitee is a party or is threatened to be made a party by reason of an Indemnifiable Event, within thirty (30) days after the receipt by the Company of a written request from the Indemnitee for the advance of such Expenses, accompanied by such reasonable evidence as may be customarily required to substantiate the Expenses.

**3.2 Undertaking.** Any advance of Expenses pursuant to Section 3.1 shall be subject to and conditioned upon the Indemnitee's delivery to the Company of a written undertaking (the "**Undertaking**") to repay all amounts so advanced if it shall ultimately be determined by a final adjudication that the Indemnitee

is not entitled to be indemnified by the Company under this Agreement or otherwise. The Undertaking shall be unsecured and interest-free and shall be accepted without reference to the Indemnitee's financial ability to make repayment. No other form of undertaking shall be required, and no other determination as to the Indemnitee's good faith or other entitlement shall be required, prior to the Company's obligation to advance Expenses hereunder.

**3.3 No Repayment Pending Final Adjudication.** Notwithstanding anything to the contrary, the Indemnitee shall not be required to repay any advances of Expenses made pursuant to this Article III until a final adjudication on the merits has been made determining that the Indemnitee is not entitled to indemnification with respect to such Proceeding.

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## ARTICLE IV – INDEMNIFICATION PROCEDURE

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**4.1 Notification of Proceeding.** The Indemnitee shall, as soon as practicable, notify the Company in writing of the commencement of any Proceeding for which the Indemnitee may claim indemnification or advancement of Expenses under this Agreement; provided, however, that the failure to give such notice shall not impair the Indemnitee's rights to indemnification or advancement of Expenses hereunder except to the extent that such failure materially and adversely prejudices the Company's defense of such Proceeding.

**4.2 Determination of Entitlement.** Upon a written request by the Indemnitee for indemnification pursuant to this Agreement, a determination, if required by applicable law, with respect to the Indemnitee's entitlement thereto shall be made in accordance with **DGCL §145(d)**: (a) if the Indemnitee is a director or officer at the time of such determination, (i) by a majority vote of the disinterested directors, even though less than a quorum, or (ii) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, or (iii) if there are no disinterested directors or if the disinterested directors so direct, by Independent Counsel (selected by the Indemnitee with the consent of the Company, such consent not to be unreasonably withheld) in a written opinion to the Board of Directors of the Company, a copy of which shall be delivered to the Indemnitee, or (iv) by the stockholders of the Company; or (b) if the Indemnitee is not a director or officer at the time of such determination, by any person or persons authorized to make such determination under the DGCL.

**4.3 Presumption of Entitlement.** In making any determination of the Indemnitee's entitlement to indemnification, the person, persons, or entity making such determination shall presume that the Indemnitee is entitled to indemnification under this Agreement, and the Company shall have the burden of proof to overcome that presumption by clear and convincing evidence in connection with the making by any person, persons, or entity of any determination contrary to that presumption.

**4.4 Reasonable Time.** If the determination of the Indemnitee's entitlement to indemnification has not been made within sixty (60) days after receipt by the Company of the Indemnitee's written request for indemnification, the Indemnitee shall be deemed to be entitled to indemnification absent (a) a

misstatement by the Indemnitee of a material fact, or an omission of a material fact necessary to make the Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (b) a prohibition of such indemnification under applicable law.

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## **ARTICLE V – D&O INSURANCE; SUBROGATION; CONTRIBUTION**

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**5.1 D&O Insurance.** The Company shall maintain in effect, during the period commencing on the Effective Date and continuing for so long as the Indemnitee shall be subject to any possible Proceeding by reason of an Indemnifiable Event, a policy of directors' and officers' liability insurance with an aggregate policy limit of not less than \$5,000,000 (the "**Initial Aggregate Limit**"), with a roadmap to increase such aggregate policy limit to \$10,000,000 upon and following the first closing of Program 2 LP Investor capital contributions. The Indemnitee shall be a covered insured under such D&O Insurance and shall be entitled to the full benefits of such D&O Insurance, including without limitation the right of direct access to the insurance carrier without the consent of the Company in accordance with the terms of such D&O Insurance.

**5.2 Subrogation.** In the event of any payment by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

**5.3 No Duplication.** The Company shall not be liable under this Agreement to make any payment in connection with any claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment (under any insurance policy, the Certificate of Incorporation, the Bylaws, this Agreement, any other agreement, or otherwise) of the amounts otherwise indemnifiable hereunder.

**5.4 Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to the Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying the Indemnitee, shall contribute to the amount of Losses incurred by the Indemnitee in connection with any Proceeding in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and the Indemnitee as a result of the event(s) or transaction(s) giving rise to such Proceeding and (ii) the relative fault of the Company (and its directors, officers, employees, and agents) and the Indemnitee in connection with such event(s) or transaction(s).

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## **ARTICLE VI – EXCEPTIONS**

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**6.1 Excluded Acts.** Notwithstanding any provision of this Agreement to the contrary, the Company shall not be obligated under this Agreement to indemnify the Indemnitee (a) for which payment is prohibited by applicable law, including without limitation **DGCL §102(b)(7)** with respect to acts or omissions of a director (i) in breach of the director's duty of loyalty to the Company or its stockholders,

(ii) not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under **DGCL §174** (relating to unlawful payment of dividends or unlawful stock purchases or redemptions), or (iv) from which the director derived an improper personal benefit; (b) for an accounting of profits made from the purchase and sale (or sale and purchase) by the Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; (c) for any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, in each case, as required under the Securities Exchange Act of 1934, as amended (including any such reimbursements pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act); or (d) in connection with any Proceeding (or part thereof) initiated by the Indemnitee, including any Proceeding (or part thereof) initiated by the Indemnitee against the Company or its directors, officers, employees, or other indemnitees, unless (i) the Board of Directors authorized such Proceeding (or part thereof) prior to its initiation, (ii) such Proceeding is brought to establish or enforce a right to indemnification under this Agreement or any other agreement, the Bylaws, the Certificate of Incorporation, or applicable law, or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

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## **ARTICLE VII – GENERAL PROVISIONS**

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**7.1 Non-Exclusivity.** The rights of the Indemnitee hereunder shall not be deemed exclusive of any other rights to which the Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders, a resolution of directors, or otherwise. To the extent that there is a change in the DGCL (whether by statute or judicial decision) that allows or permits broader indemnification or advancement of Expenses to the Indemnitee than would be afforded under the Certificate of Incorporation, the Bylaws, or this Agreement as in effect immediately prior to such change, the Indemnitee shall be entitled to such broader indemnification and advancement of Expenses, and this Agreement shall be deemed to be amended automatically to incorporate such broader rights.

**7.2 Duration.** All agreements and obligations of the Company contained herein shall continue during the period the Indemnitee is a director or officer of the Company (or is or was serving at the request of the Company as a director, officer, employee, agent, or fiduciary of another enterprise) and shall continue thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of any Indemnifiable Event, notwithstanding the termination of the Indemnitee's service.

**7.3 Successors and Binding Effect.** This Agreement shall be binding upon the Company and its successors and assigns (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business or assets of the Company) and shall inure to the benefit of the Indemnitee and the Indemnitee's spouse, assigns, heirs, devisees, executors, administrators, and other legal representatives.

**7.4 Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that is not itself invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal, or unenforceable.

**7.5 Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. The Company and the Indemnitee hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware for any action or proceeding arising out of or relating to this Agreement.

**7.6 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**7.7 Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and signed for by the party addressed, on the date of such delivery, (b) delivered by a nationally recognized overnight courier service, on the next business day after deposit with such courier service, or (c) sent by electronic mail, on the date of such transmission if sent during normal business hours of the recipient (otherwise on the next business day), addressed to the party at the address set forth on the signature page or such other address as either party may designate by notice to the other.

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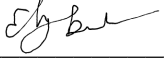
## SIGNATURE PAGE

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IN WITNESS WHEREOF, the parties have caused this Director and Officer Indemnification Agreement to be executed as of the Effective Date.

**The Company:**

 **INNOV8 RESOURCES, INC.**, a Delaware corporation

By:  \_\_\_\_\_

6e70515e-952c-4986-b2a9-2520298cb2dc

Name: Ely Beckman

Title: Chief Executive Officer

Effective Date: 05/29/2026, 2026

 **BoldSign**

**The Indemnitee:** *Charles Mui*

6aecf65b-8fee-4fcf-82be-f1f262c9bc0d

Name (printed): [Indemnatee Name] Charles Mui

Title (Director and/or Officer): [Title] Director

Address for Notices: [Address] 2808 Gilmar Ave Las Vegas, NV 89102

Email: [Email] charles@bitkove.com

Effective Date: 05/29/2026, 2026