

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”) is entered into as of January 1, 2026 (the “Execution Date”), by and between BitFrontier Capital Holdings, Inc., a Wyoming corporation (the “Company”), and Jordan P. Balencic, D.O. (the “Executive”). This Agreement shall be effective as of July 22, 2025 (the “Effective Date”) solely for purposes of recognizing Executive’s service and compensation arrangements following the change of control of the Company on July 21, 2025.

RECITALS

WHEREAS, on July 21, 2025, a change of control of the Company occurred and Executive assumed the role of Chief Executive Officer of the Company;

WHEREAS, Executive has served as Chief Executive Officer since such date without compensation pursuant to a formal employment agreement;

WHEREAS, Executive is the sole holder of the Company’s Series D Super Voting Preferred Stock, which pursuant to the Company’s Articles of Incorporation confers voting rights sufficient to maintain effective control of the Company;

WHEREAS, the Company desires to employ Executive as its Chief Executive Officer, and Executive desires to accept such employment, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. POSITION AND DUTIES

Executive shall serve as Chief Executive Officer of the Company, reporting to the Board of Directors (the “Board”). Executive shall have such powers, duties, and responsibilities as are customary for such position and as may be assigned by the Board consistent with Executive’s role.

2. TERM

This Agreement shall have an initial term of three (3) years commencing on the Effective Date and shall automatically renew for successive three (3)-year terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

3. BASE SALARY AND ALLOWANCES

(a) Base Salary

Executive shall receive an annual base salary of One Hundred Eighty-Eight Thousand Dollars (\$188,000) (the “Base Salary”), subject to standard payroll practices and applicable withholdings.

Executive acknowledges, and the Company agrees, that no cash compensation was paid prior to the Execution Date, and that all Base Salary accrued from the Effective Date through the Execution Date has been earned but unpaid.

(b) Monthly Stipend

Executive shall receive a monthly cash stipend of One Thousand Dollars (\$1,000) to offset insurance, transportation, and related expenses. This stipend is not a benefit plan.

(c) Deferral Election

At Executive's election upon written notice to the Company, any portion of Base Salary or stipend may be deferred and satisfied in shares of the Company's Common Stock, valued at either (i) the then-current market price or (ii) a fixed benchmark price established by the Board, and issued in compliance with Section 409A of the Internal Revenue Code.

Executive shall be solely responsible for all federal, state, and local taxes arising from compensation, and the Company shall make withholdings as required by law.

4. CHAIRMAN OF THE BOARD COMPENSATION

Executive has served as Chairman of the Board of Directors of the Company since July 21, 2025. Such service and appointment were subsequently ratified and memorialized by written consent of the controlling shareholder and Board dated September 5, 2025. During any period in which Executive serves as Chairman while this Agreement is in effect, Executive shall be entitled to additional compensation of Ten Thousand Dollars (\$10,000) per fiscal quarter, payable in arrears and prorated for any partial quarter of service.

Such compensation shall accrue only for periods of actual service as Chairman during the term of this Agreement and shall be subject to the same deferral, tax, and protection provisions applicable to Base Salary.

5. INCENTIVE COMPENSATION

(a) Annual Bonus

Executive shall be eligible for an annual cash bonus targeted at up to fifty percent (50%) of Base Salary, based on achievement of performance goals approved by the Board. This bonus eligibility shall continue for each subsequent three (3)-year renewal term unless otherwise modified in writing by the Board.

(b) Equity Compensation

Executive shall be entitled to participate in any equity incentive or omnibus plan adopted by the Company. As additional long-term incentive compensation, and as consideration for services already rendered and to be rendered, Executive shall be entitled to receive One Billion (1,000,000,000) shares of the Company's Common Stock for each three (3)-year term of this Agreement.

For the initial three (3)-year term, such shares shall vest as follows:

- Three Hundred Thirty-Three Million (333,000,000) shares shall vest immediately as of the Effective Date;
- Three Hundred Thirty-Three Million (333,000,000) shares shall vest on the first anniversary of the Effective Date; and
- Three Hundred Thirty-Four Million (334,000,000) shares shall vest on the second anniversary of the Effective Date.

Each tranche of shares upon vesting shall be fully earned, non-forfeitable, and irrevocably owed to Executive and shall be recorded on the Company's books as equity compensation owed to Executive. Issuance of any vested shares shall occur only upon Executive's written request; provided, however, that issuance shall occur no later than the last day of the calendar year in which such compensation is earned, or such later date as may be required to comply with applicable securities laws or Section 409A of the Internal Revenue Code.

All equity awards granted hereunder are intended as compensation for services already rendered and to be rendered. All such awards shall be administered in compliance with Section 409A of the Internal Revenue Code and shall remain subject to the acceleration provisions set forth in Section 10 (Change of Control). Each subsequent three (3)-year renewal term shall follow the same equity grant structure, vesting schedule, and issuance mechanics set forth in this Section.

6. ADDITIONAL EQUITY PARTICIPATION

Executive shall be entitled to participate, on a pro rata or preferential basis, in any future equity incentive, option, or bonus programs adopted by the Company, on terms no less favorable than those applicable to any other senior executive.

7. BENEFITS AND EXPENSE REIMBURSEMENT

At present, the Company does not provide health, retirement, or other employee benefit plans. Executive acknowledges that such plans may be implemented in the future at the discretion of the Board.

Executive shall be entitled to reimbursement of reasonable, documented business expenses within thirty (30) days of submission.

8. INDEMNIFICATION AND INSURANCE

The Company shall indemnify and hold Executive harmless to the fullest extent permitted by Wyoming law, including advancement of expenses, for acts taken in good faith in Executive's capacity as an officer, director, or control person of the Company, except for acts constituting fraud or willful misconduct. Such rights shall survive termination.

The Company shall use commercially reasonable efforts to obtain Directors' and Officers' liability insurance on customary terms as soon as financially practicable.

9. TERMINATION

(a) At-Will

Executive's employment is at-will and may be terminated at any time by either party.

(b) Severance

If Executive is terminated by the Company without Cause, or Executive resigns for Good Reason, Executive shall be entitled to:

1. All accrued and unpaid Base Salary, including deferred amounts;
2. All earned but unpaid stipends and Chairman compensation;
3. Reimbursement of documented expenses;
4. Immediate vesting of all outstanding equity awards; and
5. Continued payment of Base Salary (or deferred equivalent in Common Stock at Executive's election) for twenty-four (24) months following termination.

No severance shall be payable if Executive is terminated for Cause or resigns without Good Reason.

(c) Definitions

"Cause" means: (i) conviction of a felony involving moral turpitude; (ii) willful misconduct causing material harm to the Company; (iii) fraud or embezzlement; or (iv) gross neglect of duties after written notice and thirty (30) days to cure.

"Good Reason" means: (i) material reduction in duties or authority; (ii) material reduction in Base Salary (other than company-wide reductions); or (iii) any material adverse change to Executive's working conditions, reporting relationship, or authority, without Executive's consent, after notice and failure to cure.

(d) Section 409A

All payments and benefits under this Section shall be made in compliance with Section 409A of the Internal Revenue Code.

10. CHANGE OF CONTROL

In the event of a Change of Control, all unvested equity awards shall immediately vest, and any deferred Base Salary, stipends, and Chairman compensation shall become immediately due and payable. In addition, the Company shall pay Executive a lump sum equal to three (3) times the total of:

- (i) Executive's then-current Base Salary;
- (ii) any accrued but unpaid stipends;
- (iii) any accrued but unpaid Chairman compensation; and
- (iv) the value of all equity awards scheduled to vest during the then-current term.

“Change of Control” means:

- (i) any person or group (other than Executive or his affiliates) acquiring more than fifty percent (50%) of voting power;
- (ii) a merger or consolidation resulting in loss of majority ownership;
- (iii) sale of all or substantially all assets; or
- (iv) replacement of a majority of the Board within a twelve-month period without approval of incumbent directors.

11. CONFIDENTIALITY

Executive shall not disclose or misuse the Company’s confidential or proprietary information except as required in the performance of duties or by law.

12. NON-DISPARAGEMENT

The Company and Executive mutually agree not to make any public statement that disparages the other, subject to truthful testimony or disclosures required by law.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wyoming.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the Execution Date.

BITFRONTIER CAPITAL HOLDINGS, INC.

By: Jordan P. Balencic D.O.

Name: Jordan P. Balencic, D.O.
Title: Chief Executive Officer

EXECUTIVE:

By: Jordan P. Balencic D.O.

Name: Jordan P. Balencic, D.O.

Schedule A – Deferral Election Addendum

Pursuant to Section 3 and Section 5 of the Employment Agreement, Executive may elect to defer the receipt of Base Salary, allowances, or vested equity compensation otherwise payable or issuable.

Any such election shall be made by written notice from Executive to the Company, specifying:

1. The portion of compensation to be deferred;
2. Whether such deferral shall be satisfied in shares of the Company's Common Stock;
3. The applicable valuation methodology, which shall be either (i) the then-current market price on the date of issuance or (ii) a fixed benchmark price established by the Board; and
4. The intended timing of issuance, subject to the limitations set forth below.

All deferred amounts and vested equity compensation shall be recorded on the Company's books as accrued compensation or equity compensation owed to Executive, as applicable. Issuance of any such shares shall occur only upon Executive's written request; provided, however, that issuance shall occur no later than the last day of the calendar year in which such compensation is earned, or such later date as may be required to comply with applicable securities laws or Section 409A of the Internal Revenue Code.

All issuances pursuant to this Schedule A shall be fully vested upon issuance and shall be made in compliance with applicable federal and state securities laws.