

RESCISSION AND MUTUAL RELEASE AGREEMENT

(Re: March 14, 2019 Subscription Agreement)

This Rescission and Mutual Release Agreement ("Agreement") is entered into as of **December 9, 2025** ("Effective Date"), by and between:

Who Are You Holdings, LLC,
a New York Foreign Limited Liability Company

SENSITIVE INFORMATION REDACTED

("Subscriber")

and

BitFrontier Capital Holdings, Inc.,
a Wyoming corporation
Address: 342 N Queen Street, Warehouse D, Lancaster, PA 17603
("Company").

Subscriber and Company may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Subscriber entered into that certain Subscription Agreement dated March 14, 2019 for the purchase of 2,500,000 shares of Common Stock of the Company at a purchase price of \$0.005 per share (the "2019 Subscription Agreement").

B. The 2019 Subscription Agreement was accepted on behalf of the Company by prior management.

C. No shares were ever issued, delivered, or transferred to Subscriber pursuant to the 2019 Subscription Agreement.

D. Subscriber has notified the Company of its desire to cancel and rescind the 2019 Subscription Agreement and voluntarily relinquish all rights with respect to the shares referenced therein.

E. The Company desires to confirm this rescission, terminate the 2019 Subscription Agreement, and release both Parties from any obligations, liabilities, or claims arising from or relating to the 2019 Subscription Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Rescission and Termination of 2019 Subscription Agreement

1.1 The Parties hereby mutually rescind, cancel, and terminate the 2019 Subscription Agreement in its entirety.

1.2 The 2019 Subscription Agreement shall be deemed void ab initio as of the Effective Date, except for provisions which, by their nature, survive termination.

1.3 Subscriber acknowledges and agrees that no shares were issued pursuant to the 2019 Subscription Agreement and that Subscriber holds no rights, claims, title, or interest in any securities of the Company arising from or relating to the 2019 Subscription Agreement.

2. Relinquishment of Rights

Subscriber irrevocably relinquishes, waives, and surrenders all rights to the 2,500,000 shares referenced in the 2019 Subscription Agreement, including any subscription rights, rights to issuance, claims to consideration, or rights to compel performance.

3. Mutual Release

3.1 Release by Subscriber

Subscriber fully and forever releases, discharges, and acquits the Company and its past, present, and future officers, directors, employees, agents, shareholders, representatives, affiliates, and successors from any and all claims, demands, obligations, liabilities, losses, costs, damages, or causes of action of any kind, whether known or unknown, arising from or relating to the 2019 Subscription Agreement or the non-issuance of the shares.

3.2 Release by Company

The Company releases Subscriber from any and all claims relating solely to the 2019 Subscription Agreement and acknowledges that Subscriber owes no further payment or performance in connection with the 2019 Subscription Agreement.

4. Indemnification

Subscriber reaffirms the indemnification obligations contained in Section 6 of the 2019 Subscription Agreement and agrees to indemnify, defend, and hold harmless the Company from any third-party claims or regulatory inquiries arising out of Subscriber's representations or actions in connection with the 2019 Subscription Agreement. This obligation shall survive termination of this Agreement.

5. Tax Matters

The Company makes no representation or warranty regarding the tax consequences of this rescission. Subscriber may, in consultation with its own tax advisor, determine whether the termination of subscription rights gives rise to a deductible loss or other tax treatment. Nothing in this Agreement constitutes legal or tax advice.

6. No Admission of Liability

Nothing contained in this Agreement shall be construed as an admission of liability or wrongdoing by either Party.

7. Subscriber Representations

Subscriber represents and warrants that:

- (a) It is the sole owner of all rights under the 2019 Subscription Agreement;
- (b) It has not transferred or assigned any such rights;
- (c) It has full authority to enter into and perform this Agreement; and
- (d) It understands the legal effect of rescission and release contained herein.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflicts-of-law principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior negotiations, understandings, or agreements relating to the rescission of the 2019 Subscription Agreement.

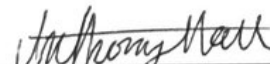
10. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures, including DocuSign, shall be treated as originals.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WHO ARE YOU HOLDINGS, LLC

By: 
Name: Anthony Hall
Title: CEO
Date: 12/12/2025

BITFRONTIER CAPITAL HOLDINGS, INC.

By: 
Name: Jordan P. Balencic, D.O.
Title: Chief Executive Officer
Date: 12/09/2025