**MBD FINANCIALS - ADVISORY AGREEMENT**

This Advisory Agreement (this “Agreement”) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and among Techwaze PTE

LTD., a Singapore Corporation (“MBD” or the “Company”), and “\_\_\_\_\_\_\_\_\_\_\_” referred to collectively as the “Advisor.”

WHEREAS, Advisor possess expertise, experience and knowledge, to advise MBD in raising funds, and business

development.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

# **Services**

The Advisor shall provide to the Company the following Advisory Services (“Services”):

1. **Consulting Services**

Advisory related to the launch, growth, and the establishment of MBD Financials in the crypto marketplace. During the Term of this Agreement, the Advisor is hereby retained by the Company on a non-exclusive basis to provide strategic advisory services (the “Services”) to the Company to be mutually agreed to from time to time which are anticipated to include:

* + 1. Provide reasonable input to the Company on various aspects of corporate branding, strategy, marketing, sales and/or operations and (iv) use good faith efforts to introduce the Company to potential business customers. If Company requests the Advisor to travel in connection with the rendering of any Services, Advisor shall be entitled to approve each such request (which approval may be withheld in the Advisor’s sole discretion), and any arrangements for such travel will be paid for by the company with written approval of service.
  1. **Consideration**

Upon the execution of this Agreement, MBD shall issue to Advisor, **\_\_\_\_\_\_\_\_\_\_\_\_**MBD Financials Tokens (“Token Consideration”), which will be deposited to the Advisor’s crypto wallet in monthly increments on 30th of each month, per the following schedule with a start date based on the execution/signing date of this agreement:

* 1. **Vesting Period**

Vesting timelines and mandatory periods for trading of tokens are as follows:

* 24 months linear vesting with 4.17% monthly

# **Terms of Service**

* 1. The term of this Agreement is two years. Notwithstanding anything herein to the contrary, either party may terminate this Agreement at any time for any reason by providing the other party with Ninety (90) days prior written notice. MBD acknowledges and agrees that the Consideration provided to Advisor in Section 1(b) of this Agreement shall be non-refundable and shall not be repaid to MBD upon a Termination of this Agreement regardless of reason.
  2. Upon notice of early termination of the Agreement for any reason by providing the other party with Ninety (90) days prior written notice, MBD and Advisor agree that all future Token Considerations not yet rendered or deposited per paragraph 1(b) schedule will be forfeited by the Advisor.

# **Representations and Warranties of the Company**

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of Singapore, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

1. The execution, delivery and performance by the Company of this Agreement is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

1. The performance and consummation of the transactions contemplated by this Instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

1. No consents or approvals are required in connection with the performance of this Agreement, other than: (i) the Company’s corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Tokens to Section 2 of this Agreement.

# **Indemnification**

The Company shall be solely responsible for its products, the content of its website, its IR/PR communications, and its advertising materials, and any claims it makes about its products or its business, and any losses related to the aforementioned, and shall, at its sole cost and expense, defend and indemnify the Advisors and hold the Advisors harmless from and against any claims, loss, suit, liability or judgment, including reasonable attorney’s fees and costs, arising out of, or in connection with Company’s products, website, IR/PR communications or advertising published/aired hereunder, including, without limitation, for any violations of securities laws or regulations, misrepresentations, false advertising, libel, slander, violation of right of privacy, plagiarism, infringement of copyright or other intellectual property interest, except in the case of the Advisors’ unauthorized or negligent use of any information prepared by Company.

If the Advisors, or their affiliates, or any person or entity controlled by the Advisors or any of their affiliates, their respective current and former officers, directors, partners, attorneys, owners, employees and agents, and the heirs, successors and assigns of all of the foregoing persons or entities (collectively, the “Advisor Indemnitees”) become involved in any capacity in any pending or threatened claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a

“Proceeding”) (i) in connection with or arising out of any untrue statements or alleged untrue statements of a material fact contained in any information supplied or provided by the Company; (ii) in connection with or arising out of any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading contained in any information supplied or provided by the Company; or (iii) otherwise in connection with any matter in any way relating to or referring to this Agreement or arising out of the matters contemplated by this Agreement, including, without limitation, related services and activities prior to the date of this Agreement, the Company agrees to indemnify, defend and hold the Advisor Indemnitees harmless to the fullest extent permitted by law from and against any losses, claims, damages, liabilities and expenses in connection with any Proceeding, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the willful misconduct of the Advisors. In addition, if any of the Advisor Indemnitees becomes involved in any capacity in any Proceeding in connection with any matter in any way relating to or referred to in this Agreement or arising out of the matters contemplated by this Agreement, the Company will reimburse the Advisors Indemnitees for their reasonable legal and other expenses (including the cost of any investigation or preparation in connection with any Proceeding) as such expenses are incurred by the Advisors Indemnitees in connection therewith. If such indemnification is not available or is insufficient to hold the Advisors Indemnitees harmless for any reason, the Company agrees that in no event will it contribute less than the amount necessary to assured that the Advisors Indemnitees are not liable for losses, claims, damages, liabilities and expenses in excess of the amount of fees actually received by the Advisors pursuant to this Agreement.

The Company further agrees that the Advisors, its affiliates, any person or entity controlled by the Advisors or any of its affiliates, their respective current and former officers, directors, partners, attorneys, owners, employees and agents, and the heirs, successors and assigns of all of the foregoing persons or entities shall not have any liability to the Company, any person asserting claims on behalf of or in the right of the Company, or any of the Company’s directors, employees, owners, parents, affiliates, security holders or creditors for, any losses, claims, damages, liabilities and expenses in connection with any matter in any way related to or referred to in this Agreement or arising out of the matters contemplated by this Agreement, including without limitation, related services and activities prior to the date of this Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the willful misconduct of the Advisors.

The Company will not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any Proceeding in respect of which indemnity may be sought hereunder, whether or not any of the Advisor

Indemnitees is an actual or potential party to such Proceeding without the Advisors prior written consent, unless the Company has given the Advisors reasonable prior written notice thereof and such settlement, compromise, consent or termination (i) includes an unconditional release, in form and substance satisfactory to the Advisors, of the Advisor Indemnitees from all liability in any way related to or arising out of such Proceeding and (ii) does not impose any actual or potential liability upon the Advisor Indemnitees and does not contain any factual or legal admission by or with respect to the Advisors Indemnitee or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of the Advisors Indemnitee or any action or inaction by the Advisor Indemnitees. The foregoing indemnity agreement shall be in addition to any rights that any indemnified person may have at common law or otherwise.

If the Advisor Indemnitees are requested or required to appear as a witness in any action brought by or on behalf of or against the Company or any affiliate of the Company in which the Advisor is not named as a defendant, the Company agrees to reimburse the Advisor for all expenses incurred by such person in connection with such person appearing and preparing to appear as a witness, including, without limitation, the fees and disbursements of the Advisor’s legal counsel.

# **Confidential Information**

All information supplied by one party to another party in connection with this Agreement shall be given in confidence. Neither of the parties shall disclose any such information to any third party without prior written consent of the other party. Each party shall take such precautions, contractual or otherwise, as shall be reasonably necessary to prevent unauthorized disclosure of such information by their employees during the term of this Agreement and for a period of two (2) years thereafter.

# **Entire Agreement**

This Agreement contains the entire agreement among the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

# **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Singapore without reference to conflict of laws principles.

# **Waiver**

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party’s right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

# **No Guarantee of Performance**

The parties hereto acknowledge and agree that the Advisors cannot guarantee the results or effectiveness of any of the Services to be performed by Advisors. Rather, the Advisors shall conduct their operations and provide their services in a professional manner and in accordance with good industry practice and all federal, state and local laws. Advisors will use its best efforts and does not promise or guarantee results.

# **Arbitration**

Any controversy or claim arising out of or relating to this Agreement that cannot be resolved by the Parties shall be settled by binding arbitration. There shall be a single arbitrator selected to resolve any such controversy. The arbitrator shall apply the federal law of Singapore. The arbitration shall be conducted in Singapore, unless otherwise mutually agreed. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

# **Attorney’s Fees**

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney’s fees and costs, including expert witness fees.

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety and duly bind their respective principals by their signatures below.

# **Entire Agreement**

This Agreement contains all of the understandings and agreements of the parties with respect to the subject matter discussed herein. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect.

This Agreement shall be effective as of the date first written above.

Signed by:

Name Printed: May Mahboob

Title: Co-Founder & President

# Techwaze PTE LTD (“COMPANY”)

## Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by:

Name Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Title: MBD Financials Advisor

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_