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bit|tech

**BIT TECH LIMITED  
AGENT AGREEMENT**

**VERSION 0.9 (FINAL DRAFT)**

## AGENT AGREEMENT

This Agent Agreement (hereinafter referred to as the "Agreement") entered into at UPANGA DSM (Place) this 01<sup>ST</sup> (Day) of JANUARY (Month), 2022 (Year) between,

### **BIT TECH LIMITED**

having its registered address at Plot No. 459, Upanga, P.O. Box 13464, Dar es Salaam, Tanzania trading under the name of MeridianBet (hereinafter referred to as the "Company");

AND

**AMIN TUNDA** Address, MOROGORO , BOX 1575 ID, TIN107-827-072

a limited liability company established and existing under the laws of the United Republic of Tanzania, with an address at

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(hereinafter referred to as the "Agent"):

### **NARRATION**

#### **WHEREAS,**

the Agent has expressed an interest in making the System available to the general public from certain premises under its operational and management control as further detailed in Schedule 1 to this Agreement (individually and collectively, the "Premises");

#### **AND WHEREAS,**

the Company has the sole and exclusive license for the Gaming and Betting system known as MeridianBet (the "System") as well as the MeridianBet Brand (the "Trading Name" of Bit Tech);

Holder if the Principal license for Sports betting, Internet Sport betting license made under section (16) 1 and 26 of the Act,

Now, THEREFORE, the Company and the Agent, (each a "Party" and collectively, the "Parties") in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, agree as follows:

## **1 INITIAL TERM**

- 1.1 This Agreement shall commence on 01<sup>ST</sup> (Day), JANUARY (Month), 2022 (Year) (the "Commencement Date") and shall continue in full force for five (5) years.

## **2 RENEWAL TERMS**

- 2.1 This Agreement will automatically renew the obligation to perform each Service for a successive term of one (1) year ("Renewal Term") following the expiration of the Initial Term for the particular Service, unless either party decides that it does not wish to renew this Agreement or any particular Service or Additional Services hereunder before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other party in writing at least 90 days before the completion of the Initial Term or Renewal Term, as applicable.

## **3 SECURITY DEPOSIT**

- 3.1 New Agents shall pay a Security Deposit of TSH 10 Million.
- 3.2 The Agent shall deposit with the Company upon execution hereof a Security Deposit as security for the Agents faithful performance of its obligations under this Agreement. If the Agent fails to pay customers, or otherwise Defaults under this Agreement, the Company may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due the Company or to reimburse or compensate the Company for any liability, expense, loss or damage which the Company may suffer or incur by reason thereof. If the Company uses or applies all or any portion of the Security Deposit, the Agent shall within 10 days after written request therefor deposit monies with the Company sufficient to restore said Security Deposit to the full amount required by this Agreement.

## **4 LIABILITY AND INDEMNITY**

- 4.1 The Agent shall indemnify, defend and hold harmless the Company, its Affiliates and the Company's and its Affiliates' respective officers, directors, shareholders, employees and agents against and in respect of any and all claims, demands, losses, obligations, liabilities, damages (and including without limitation compensatory and punitive damages), deficiencies, Actions, settlements, judgments, costs and expenses and which may incur or be suffered or with which it may be faced and arising out of or



based upon any Product or Services Liability Claims resulting from development, manufacture, support, use, or sale of any Product by the Agent.

- 4.2 The Agent at all times shall indemnify and keep indemnified the Company against any liability from and against any claim by its employees as a result of anything done or omitted to be done by the Agent or its successors.

## 5 GRANT AND RIGHTS

- 5.1 The Company hereby grants the Agent the nonexclusive right and license to use, market, promote the System during the Term and conditions of the Agreement.
- 5.2 The right to sub license and use is prohibited.
- 5.3 The System is to be used from the Premises stipulated.
- 5.4 The Company agrees in addition to the grant of the right to access, use and manage the System on the Premises:
- (a) To make available to the Agent the use of all software, technical support and other services availed by the Company pursuant to this Agreement;
  - (b) The Agent shall not use the System or any derivation of the System or similar name for any other purpose nor for any other premises other than with the prior written consent of the Company;
  - (c) The goodwill of the System and the right to the name "MeridianBet" shall not pass to the Agent at any time.
  - (d) The Agent acknowledges and agrees that it is not being granted a license or sub-license for the System, but is merely being furnished access to use and manage the System, subject always to the terms and conditions of this Agreement.
  - (e) The Agent will require Approval from the Company for any stores they open.
  - (f) The Agent shall not use any other software in their store other than the software supplied.

## 6 COMPENSATION AND PROFIT SHARE

For purposes of this Agreement, the term "Profit Share" means the Gaming software usage and/or Services provided on the Gaming System from the Premises during Trading Hours. "Trading Hours" shall mean operating seven days a week from approximately 8 a.m. to 12 a.m. the next day. This includes Public Holidays.

The term "Gross Revenue" means the total amount of pay in (stake) less revoked cancelled) and winning paid out tickets.

The term "payable amount" represent a total amount comprising of 50% of "Gross Revenue" plus Account deposit less Account withdraw plus the Winning tax applicable. "Affiliate" is a person or company that chooses to promote Company's brand to their public in return for financial remuneration.

"Affiliate Net Revenue" means Online Gross Revenue reduced by the Company's administrative costs. That cost includes, but is not limited to taxes, maintenance fees, licensor fees and third party fees, financial transactions, and granted amount. The calculation of the net revenue is product specific, which is set out in every product specific Commission structure. Net revenue is calculated from the first day of each month till the last day of each month.

- 6.1 The Company agrees at all times during the Term to make daily payments to the Agent in respect of the rights granted under this Agreement at 50% of Gross Revenue share for the contracted premise, applicable to their locations.
- 6.2 The Company agrees at all times during the Term to make monthly payment to the Agent in respect of the rights granted under this Agreement at 50% of the "Affiliate Nett Revenue" share.
- 6.3 The agent agrees at all times during the Term to Pay the Company Payable amount before 13:00 PM for the previous days gaming activities.
- 6.4 As per The Income tax act the Company is obligated to withhold and pay over a Agent income tax of 5% for residents and 15% for non-resident agents
- 6.5 Should the Company decide to cancel the Agent's agreement due to material breach then the Company will charge the Agent 20% of the deposit as a fee for having to manage customer pay-out's and retain a further 30% of the deposit against any future customer requests for payments and any balance remaining will be paid back to the Agent once all Branding has been removed from the store.
- 6.6 The Agent Gaming Profit Share shall be payable on time.
- 6.7 The payments of the Agent Gaming Profit Share under this Agreement shall be made via the payment mechanisms and their corresponding account numbers or a combination of such methods of payment set forth in Schedule 2 to this Agreement. Proof of payment or deposit (either via a scan or a photograph of the payment) shall be immediately emailed to the Company by the Agent to the email address furnished by the Company.
- 6.8 Any payment of the Agent Gaming Profit Share that is delayed shall incur a simple interest per day or part thereof of two-thirds of one percent (0.67%) of the then outstanding balance payable in respect of the Agent Gaming Profit Share from the due

date until the actual date of payment (whether before or after any judgement) (the "Delay Fees").

- 6.9 To the extent that any of banks with which the Company maintains accounts into which the Agent regularly deposits the Agent Gaming Profit Share are closed for business, then the Agent Gaming Profit Share shall be deposited by the Agent to such bank account of the Company on the following day when such bank is open for business and no Delay Fees shall be imposed on the Agent; provided, however, Schedule 2 (which the Company may amend upon notice to the Agent) lists alternate mobile payment mechanisms that the Agent can utilize to effect payments of the Agent Fee.
- 6.10 All applicable Gaming and Government taxes relating to Betting are to be paid daily without deduction.
- 6.11 The Agent undertakes to prevent persons younger than 18 years of age from entering the betting shops and the Agent is obliged to display the notice on the prohibition for minors in the Agent betting shops. If the Agent does not observe this regulation, the Company reserves the right to terminate the Agreement immediately and unilaterally.
- 6.12 The Agent undertakes to address any problem gambler customers using bets practice and to notify the Company when incidents occur.

## 7 GENERAL

- 7.1 Now, Therefore, the Company and the Agent, (each a "Party" and collectively, the "Parties") in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, agree as follows:

- (a) the Agent accepts from the Company that he will receive a daily amount pertaining to the amount required for banking
- (b) Amount – the amount will include all funds related to floats and the float instalment due on that day e.g.;

- 7.2 If there is a short fall between the amount being banked this will be known as short banking.
- 7.3 Repayments must be made daily, this can and will include the items below as defined from time to time

- (a) Earnings
- (b) Loan repayments
- (c) Float repayments
- (d) Short banking repayments
- (e) Over payment for any items

- (f) Any excess for overpayments that occur from time to time

## 8 AGENT WARRANTIES

### 8.1 The agent warrants that

- 8.1.1 (a) it has the full corporate authority to execute this Agreement and perform its obligations hereunder, (b) the execution or performance of this Agreement will not violate or be considered a breach of any obligation of such party to any third party and (c) the execution or performance of this Agreement will not violate any applicable law or regulation.
- 8.1.2 No litigation, condemnation or other proceeding or governmental investigation or other claim relating in any way to it or any of the transactions contemplated hereby is pending or threatened against, or in any way relating to, it and no substantive basis exists for any such action, proceeding or investigation. It does not know or have reasonable grounds to know of any claims or any facts or conditions which may be the basis for any such action, or of any governmental investigation relating in any way to it or of any other legal or other impediment to the operation and use in the ordinary course of business in relation to any of its property that is the subject of this transaction.
- 8.1.3 It is in compliance in all material respects with all laws, regulations and orders applicable to it and its property that is the subject of this transaction and is not knowingly operating its business in any manner which violates any law, rule of law, ordinance, regulation, order or permit provisions.
- 8.1.4 No representation, warranty, undertaking or agreement made under this Agreement and no statement, certificate, list or other document furnished or to be furnished by it to the other Party pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements contained therein not misleading.
- 8.1.5 To keep open the Premises to the general public 365 days a year during Trading Hours as stipulated by Bit Tech Limited at a minimum.
- 8.1.6 To pay the Management Fee, the Employee Salaries and any Fees punctually.
- 8.1.7 To pay all winning customers immediately and without delay on presentation of a winning ticket/s.

- 8.1.8 To put up all Marketing material provided to the Agent by the Company and send pictures once the Marketing Material are up in stores.
- 8.1.9 To maintain the image of the Company by ensuring that the store is kept in adequate condition, including: the painting of the store, the cleaning of the store inside and the windows, that the store sign is in accordance with the company brand guideline and has a back light, that all notice boards are in good condition, that fans/Air conditioner's work, that all window branding is correct and that any toilets that are in the store are in adequate working condition.
- 8.1.10 To ensure that the staff wear the MeridianBet uniforms every day.
- 8.1.11 To pay as and when due all rents and other sums payable by the Agent under the terms of the leases in respect of the every one of the Premises. This includes all withholding tax related to the lease agreement/s
- 8.1.12 To maintain a daily float \for each of the Premises of not less than total amount of unpaid winnings last 7 days in respect of any payments to customer's, in order to ensure 8.1.7
- 8.1.13 To pay all business rates and other taxes relating to the Premises.
- 8.1.14 To pay all the outgoings of the Premises and running expenses and liabilities of whatsoever nature in respect of the Premises and/or the running of the business including without limitation public liability insurance, DSTV subscription, internet service charges, electricity and water costs.
- 8.1.15 To observe and perform the obligations on its part as tenant under the terms of the lease and enforce the obligations of the landlord under the terms of the leases in respect of every one of the Premises.
- 8.1.16 To supply on the Premises computers in good working condition equipped with suitable internet connections to enable access to the System as stipulated by the Company.
- 8.1.17 During the Term, to do all acts and things necessary to prevent forfeiture of the leases in respect of every one of the Premises.
- 8.1.18 Not in any circumstances to surrender or agree to surrender a lease in respect of any Premises without the Company's prior written consent.
- 8.1.19 To indemnify and keep the Company fully and effectively indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from any breach of the Agent's obligations under this Agreement.

Confidential

- 8.1.20 To preserve the character of the Premises and to comply with all laws, legislation and regulations applicable to the operation of a gaming establishment.
- 8.1.21 To timely pay the Employees' Salaries (as defined in this Agreement) in full to the Agent's employees and to provide proof to the Company without demand of payment of all statutory taxes, contributions and levies due thereon.
- 8.1.22 With regards to new staff:
  - (a) To ensure that all new staff are firstly checked with the Company to see whether they previously worked for the Company or another Agent,
  - (b) To ensure that new potential staff are fully trained at the Company's premises and only hired once the Company has approved them,
  - (c) To ensure that staff always treat customers with respect and make them feel welcome
  - (d) To ensure that staff adhere to the Agents Company policies with regards gaming and betting.
- 8.1.23 The Agent allows the Company and its designated representative(s) to have unhindered access to visit Agent shops for the purpose of actioning inspections.

## 9 COMPANY WARRANTIES

- 9.1 The Company represents, warrants and covenants to the Agent:
  - 9.1.1 It has full power and authority to execute, deliver and perform this Agreement and, assuming the due execution and delivery thereof by the Agent, this Agreement is a valid and binding obligation of the Company enforceable in accordance with its terms.
  - 9.1.2 The execution and delivery of, and performance under, this Agreement by it and the consummation of the transactions contemplated hereby do not (i) violate any provision of law; (ii) violate the provisions of any order, judgment, decree, rule or regulation of any court or other governmental agency, or any agreement or other restriction to which the Company may be a party or by or to which the Company arty or its property is bound or subject; or (iii) result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract or agreement to which it may be a party or by or to which it or its property is bound or subject. No approval, consent or authorization or other order or action of or registration with any government, governmental body or agency or any subdivision thereof is required in connection with the

lawful execution and delivery by it of this Agreement or any agreement, document or instrument contemplated hereby by the Company or the performance by it of its obligations hereunder or thereunder, or if any such approval, consent or authorization is necessary the same has been obtained or will be obtained by it as soon as possible.

- 9.1.3 No litigation, condemnation or other proceeding or governmental investigation or other claim relating in any way to it or any of the transactions contemplated hereby is pending or threatened against, or in any way relating to, it and no substantive basis exists for any such action, proceeding or investigation. It does not know or have reasonable grounds to know of any claims or any facts or conditions which may be the basis for any such action, or of any governmental investigation relating in any way to it or of any other legal or other impediment to the operation and use in the ordinary course of business in relation to any of its property that is the subject of this transaction.
- 9.1.4 It is in compliance in all material respects with all laws, regulations and orders applicable to it and its property that is the subject of this transaction and is not knowingly operating its business in any manner which violates any law, rule of law, ordinance, regulation, order or permit provisions.
- 9.1.5 No representation, warranty, undertaking or agreement made under this Agreement and no statement, certificate, list or other document furnished or to be furnished by it to the other Party pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements contained therein not misleading.
- 9.1.6 To provide access to and use of the System on the Premises;
- 9.1.7 To promptly pay all gaming licensing fees, gaming and related taxes arising out of or in connection with the System on the Premises.
- 9.1.8 To provide appropriately qualified and experienced staff to operate and manage the System both generally and within the Premises to ensure that the System is maintained in good working condition with minimal disruption.

## 10 NON COMPETITION

- 10.1 The Agent agrees that (i) during the Term of this Agreement, (the "Restricted Period") the Agent will, either directly or indirectly, individually or through or on behalf of any

corporation, partnership, limited liability company, trust, association, joint venture or other unincorporated business, perform any services for, engage in or acquire, have any financial, beneficial or equity interest, or have any interest based upon the profits or revenues of any business in competition with the business of the Company (including the System) or its then affiliates anywhere in the United Republic of Tanzania.

- 10.2 The agent agrees that (i) during the Term of this Agreement the Agent will not use any other software or competitor products in his store whatsoever other than the products supplied by Bit Tech.

## 11 CONFIDENTIALITY

- 11.1 The Agent shall permanently hold the Company's Confidential Information in strict confidence except that the Agent may disclose Confidential Information that is required to be disclosed by governmental agencies, regulatory authorities, or pursuant to court order only to the extent such disclosure is required by law and only if the Agent provides reasonable prior notice to the Company of the disclosure. Except as permitted in this Clause, the Agent shall not duplicate or use, or permit duplication or use of, Confidential Information or disclose or permit the disclosure of Confidential Information to any person or entity. The Agent shall prevent the unauthorized access, disclosure, and use of the Company's Confidential Information using the same degree of care, but no less than commercially reasonable care, that the Agent uses to prevent the unauthorized access, disclosure, and use of the Agents' own confidential information. Any duplication, use, disclosure, or other act or omission by any person that obtains access to or possession of Confidential Information through the Agent that would be a breach of this Clause if committed by the Agent is deemed a breach of this Clause by the Agent for which the Agent shall be responsible. The Agent acknowledges that any breach of this Clause will irreparably harm the Company and that the Company would not have an adequate remedy at law for such breach. The Agent agrees and consents that in the event of such breach, the Company is entitled, without posting bond, in addition to all other rights and remedies to which the Company is entitled, to have a decree of specific performance or an injunction issued requiring any such violation to be cured and enjoining all persons involved from continuing the violation. The existence of any claim or cause of action that the Agent or any other person may have against the Company shall not constitute a defense or bar the enforcement of this Clause. The Agent

acknowledges that the restrictions in this Clause are reasonable and necessary to protect the legitimate business interests of the Company.

- 11.2 For purposes of this Agreement, the term "**Confidential Information**" means any and all technical and non-technical information, including without limitation, patent, copyright, trade secret, and propriety information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Company, and includes without limitation, information concerning research, development, design details and specifications, engineering, financial customers, prospective customers, policies or operational methods, plans for future developments, business forecasts, sales and merchandising, and marketing plans and information, disclosed by the Company to the Agent in whatever form disclosed. Confidential Information does not include information that was (a) possessed by the Agent prior to receipt or access pursuant to this Agreement, other than through prior disclosure by the Company; (b) independently developed by the Agent without the benefit of disclosure by the Company; (c) published or available to the general public other than through a breach of this Agreement or breach by a third party of its confidentiality obligations to the Company; or (d) obtained by the Agent from a third party with a valid right to disclose such Confidential Information, provided that such third party is not under a confidentiality obligation regarding such Confidential Information.

## 12 TERMINATION

- 12.1 This Agreement shall automatically terminate upon any of the following events:
- 12.1.1 At the Company's option, on the forfeiture of any lease in respect of any Premises.
  - 12.1.2 The Agent fails to pay any monies due under this Agreement within seven (7) days of the later of the date on which such sums fall due for payment and the date on which the Agent receives the Company's written demand thereof.
  - 12.1.3 Any of the Premises is closed for a period of more than five (5) consecutive days for any reason other than for the purposes of the refurbishment of a Premises for which the Company's prior written consent has been obtained, or as a result of the damage or destruction of the Premises.
  - 12.1.4 The Agent has committed a material breach of this Agreement which it has failed to remedy within seven (7) days of receiving written notice by the Company requiring such breach to be remedied.

- 12.1.5 The Agent shall timely settle all allowances, taxes, statutory payments, employee and employer contributions to any pension schemes (the "Employees Salaries"). If the Agent fails to timely submit the Employee's Salaries to its employees, then the Company shall, at its sole option and discretion, terminate this Agreement.
- 12.2 Termination of this Agreement for whatever reason shall be without prejudice to any rights which have already accrued to any Party hereto.

### 13 MISCELLANEOUS

- 13.1 Applicable Law. This Agreement shall be construed and governed in all respects by the laws of the United Republic of Tanzania.
- 13.2 Arbitration. Any dispute or claim arising out of this Agreement shall be resolved in accordance with the Arbitration Ordinance (Cap. 15) of the laws of the United Republic of Tanzania. Unless the Parties can mutually agree to a sole arbitrator, each Party shall appoint one arbitrator and the arbitrators so appointed shall mutually agree to appoint one additional arbitrator to have an odd number of arbitrators. The arbitration shall be conducted in the English language and in accordance with the laws of the United Republic of Tanzania. Unless otherwise agreed by the Parties, the arbitration shall take place in Dar es Salaam, Tanzania. The arbitral award shall be final and binding upon all Parties and shall be enforceable by any court having the jurisdiction over the Party against which the award has been rendered, or wherever assets of the Party against which the award has been rendered are located. The losing Party shall bear the costs of arbitration and the other side's attorney fees unless otherwise stipulated in the award.
- 13.3 Recitals. The Recitals to this Agreement form an integral part of this Agreement and are made a part of this Agreement.
- 13.4 Enforceability. This Agreement shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.
- 13.5 Notices. All notices, consents, and other communications between the Parties under or regarding this Agreement shall be in writing (which includes without limitation, email and facsimile) and shall be sent to the recipient's address set forth in the introductory paragraph of this Agreement. Such communications shall be deemed to have been received on the earlier of the date of (a) actual receipt; (b) the third (3rd) business day after deposit in the mail, postage prepaid; (c) upon delivery by a reputable, third-party commercial courier as evidenced by a signed receipt; (d) upon

- confirmation of receipt by the receiving telecopier; or (e) when first available on the recipient's email server. If received after 4:30 p.m., recipient's local time, or if received on a day when the recipient's facilities at the location identified in this Agreement are closed, such communication shall be deemed received at 9:00 a.m. the next day on which such facilities are open.
- 13.6 **Force Majeure**. No Party shall be liable to the other Parties for non-performance of this Agreement in whole or in part, if (a) the non-performance is caused by the other Party or events or conditions beyond the Party's reasonable and actual control and for which the Party is not responsible under this Agreement, (b) the Party gives prompt notice to the other Party, and (c) the Party makes all commercially reasonable efforts to perform. If any such event or condition continues for more than thirty (30) days, the Party affected by the other's delay or inability to perform may elect (y) to terminate such affected portion of this Agreement or (z) to suspend performance of such affected portion of this Agreement for the duration of the event or condition and resume such performance once the event or condition ceases, with an option in the affected Party to extend the period for performance of the affected portion of this Agreement.
- 13.7 **Severability**. Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13.8 **Time is of the Essence**. Any remedy or other provision for late performance is cumulative, and notwithstanding any such remedies, time is of the essence to this Agreement.
- 13.9 **Non-Exclusivity**. Nothing in this Agreement shall be deemed to preclude the Company from providing the System to other persons or entities that are similar to or competitive with the services provided under this Agreement.
- 13.10 **Independent Contractor**. The Company and the Agent are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any right or authority to assume

or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Party, or to bind the other Party in any manner or thing whatsoever. The Parties do not intend to form a partnership or joint venture as a result of this Agreement.

- 13.11 Cumulative Remedies. All remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 13.12 Waiver. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
- 13.13 Headings. Clause headings are for reference only and shall not affect the interpretation of this Agreement.
- 13.14 Entire Agreement. This Agreement and the attached Schedules constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior oral or written communications, proposals, representations, and agreements. It may be amended only by mutual agreement expressed in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

APPROVED AND AGREED

APPROVED AND AGREED

Bit Tech Limited  
(Company)

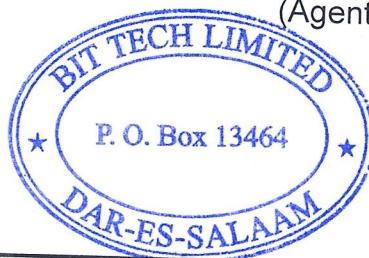


(Signature)

AMINI

TUNDA

(Agent)





(Signature)

CHETAN CHUDASAMA  
(Typed Name)

Amini

TUNDA

(Typed Name)

DIRECTOR

(Title)

DIRECTION

(Title)

03/01/2022

(Date)

03/01/2022

(Date)

**SCHEDULE 1 – THE PREMISES**

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**SCHEDULE 2 – THE COMPANY'S PAYMENT INFORMATION**

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(Account Information 1)

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(Account Information 2)

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(Account Information 3)

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(Account Information 4)

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(Account Information 5)