

LETTER OF INTENT

This Letter of Intent (the "LOI") is made on 16 February 2018 by and between:

- (1) **Birdchain OÜ**, a company incorporated under the laws of Estonia, registry code 14362929 ("Birdchain"), represented by the member of the management board; and
 - (2) **BitRewards Pte. Ltd.**, a company incorporated under the laws of Singapore, registry code 201805224M ("Partner"), represented by CEO Alexander Egorov.
- (each also a "Party" and together the "Parties").

WHEREAS:

- A. Birdchain is developing a Decentralized App designed to provide A2P SMS delivery and marketing services ("**Birdchain DApp**"). The current description of the Birdchain DApp is available at www.birdchain.io.
- B. BitRewards is a blockchain rewards and loyalty system for e-commerce businesses ("**BitRewards platform**"). The current description of the BitRewards platform is available at www.bitrewards.network.
- C. The Parties are interested in cooperation in relation in between Birdchain DApp and BitRewards platform.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COOPERATION

- 1.1 In the framework of potential cooperation, each Party shall provide the following:
 - 1.1.1. BitRewards will integrate Birdchain A2P and SMS services into its platform;
 - 1.1.2. Birdchain will allow their SMS and Marketing services to be directly subscribed from BitRewards platform;
- 1.2 The terms and conditions of the cooperation will be define and agreed by the Parties in a future respective cooperation agreement ("**Cooperation Agreement**").
- 1.3 This LOI shall not create any binding obligation of any Party, including any obligation to enter into any future agreement.
- 1.4 This LOI shall enter into force from the moment of its signing and shall remain in force until the earlier of (i) signing of the Cooperation Agreement or (ii) the launch of both Birdchain and BitRewards Beta versions.
- 1.5 This Agreement shall be governed by the substantive law of Estonia. Any dispute, controversy or claim arising out of or in connection with this LOI, or the breach, termination or invalidity thereof, shall be finally settled by Estonian courts with the Harju County Court being the court of first instance.
- 1.6 Each Party shall bear its own costs relating to the preparation of the cooperation and entry into the Cooperation Agreement or any other agreement relating to the subject matter of this LOI.

Digitally signed by
ERNESTAS PETKEVICIUS
Date: 2018-02-18 14:02:42

BitContact info: Ernestas
Petkevicius

BitRewards

 **ALEXANDER EGOROV**