

## **LICENSE AND EQUIPMENT IN EXCHANGE FOR DEBT FORGIVENESS AGREEMENT**

**THIS LICENSE AND EQUIPMENT IN EXCHANGE FOR DEBT FORGIVENESS AGREEMENT**  
(this "Agreement") is made and entered into and effective as of this 21st day of June, 2022 by and between **Feature Products, LTD DBA Kinnect Telecom, LLC**, a New Hampshire corporation ("Feature Products"), and **North America Blue Tiger Company, LLC DBA Blue Tiger USA**, an organization of 3727 Greenbriar Dr. Suite 119 Stafford TX 77477

**WHEREAS**, on the terms and subject to the conditions set forth in this Agreement, as of the date hereof, Feature Products **DBA Kinnect Telecom, LLC** will waive, cancel and forgive an aggregate of \$142,310.97 of indebtedness previously advanced by Feature Products **North America Blue Tiger Company, LLC DBA Blue Tiger USA** and currently owed (the "Forgiven Debt") in exchange for: FCC ID 2askg-17140301 (i) tooling equipment as outlined in attached Exhibit A (Tooling Listing); (ii) inventory equipment as outlined in attached Exhibit B (Inventory Listing); and (iii) a nonexclusive license to continue manufacturing the headsets according to the original Purchase Order, RF 100150, dated January 31, 2019 (attached as Exhibit C) and as outlined in United States Design Patent D925,491 (attached as Exhibit D)(hereinafter summarily described as the "**Tooling, Inventory, and Headset License**").

**NOW, THEREFORE**, in consideration of the foregoing premises, and the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto hereby agree as follows:

1. **Forgiven Debt.** Feature Products **DBA Kinnect Telecom, LLC** hereby waives, cancels and forgives payment by **North America Blue Tiger Company, LLC DBA Blue Tiger USA** of the Forgiven Debt in consideration of and conditioned upon Feature Products's receipt of the Tooling, Inventory, and Headset License. It is acknowledged and agreed that \$142,310.97 of the Forgiven Debt is being waived, cancelled and forgiven by Feature Products in consideration of the issuance of the Tooling, Inventory, and Headset License.
2. **Issuance of the Tooling, Inventory, and Headset License.** **North America Blue Tiger Company, LLC DBA Blue Tiger USA** hereby issues to Feature Products **DBA Kinnect Telecom, LLC** the ownership of the Tooling, Inventory, and Headset License in consideration of the waiver, cancellation and forgiveness of the Forgiven Debt.
3. **Issuance of License to Manufacture.** As part of said ownership, **North America Blue Tiger Company, LLC DBA Blue Tiger USA** Feature Products **DBA Kinnect Telecom, LLC** hereby issues to Feature Products **DBA Kinnect Telecom, LLC** a nonexclusive license to continue manufacturing the headsets according to the original Purchase Order, RF 100150, dated January 31, 2019 (attached as Exhibit C) and as outlined in United States Design Patent D925,491 (attached as Exhibit D).
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. This Agreement may only be amended or modified in a signed by both parties hereto.
5. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The parties may not assign this Agreement or any rights or obligations hereunder without the prior written consent.
8. **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of

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Delaware, without regard to the principles of conflicts of law thereof.

*[Signatures on following page.]*

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**IN WITNESS WHEREOF**, the parties hereto have caused this Debt Forgiveness Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**Feature Products, LTD. DBA Kinnect  
Telecom, LLC**

By: /s/  6.21.2023  
Name: Lee Stin  
Title: President and Director

**North America Blue Tiger Company, LLC  
DBA Blue Tiger USA**

By: /s/   
Name: Chantal Saah  
Title: Chief Executive Officer

*[Signature page To License & Equipment In Exchange For Debt Forgiveness Agreement]*