

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Independent Contractor Agreement (“Agreement”) is made between:

Client: **BITCOIN WELL INC.** with a mailing address of 10142 82 Ave NW, Edmonton, AB (“Client”), and

Contractor: **2204759 Alberta LTD.** with a mailing address of [REDACTED - Address] (“Contractor”).

WHEREAS the Client intends to pay the Contractor for Services provided, effective May 6, 2023 (the “**Effective Date**”), under the following terms and conditions:

II. The Services. The Contractor agrees to perform the following as outlined in Appendix A. Hereinafter known as the “**Services**”.

III. Payment. In consideration for the Services to be performed by the Contractor, the Client agrees to pay \$15,673 per month + applicable taxes. The Contractor agrees to be paid on the 1st day of the month in which the Services were provided. Any amounts owed between the signing of the contract and the 1st of the month shall be prorated.

IV. Expenses. The Contractor shall be reimbursed for expenses that are attributable directly to the Services performed under this Agreement and previously approved by the Client. The Client will be required to pay the Contractor within fifteen (15) days of any Expense after receiving an itemized expense statement and support from the Contractor.

V. Termination. This Agreement shall remain in perpetuity unless cancelled. This Agreement can be cancelled on either party providing 12 months’ notice to the other.

VI. Taxes. Under this Agreement, the Client shall not be responsible for any withholding taxes from the Contractor’s payments.

VII. Benefits of Contractor’s Employees. The Contractor understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

VIII. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client’s prior written permission except to the extent necessary to perform Services on the Client’s behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design

formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Services to the Client. Upon termination of the Contractor's Services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

IX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

X. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections VIII and IX of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XII. Governing Law. This Agreement shall be governed under the laws in the Province of Alberta.

XIII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such a case, the affected provision or section shall be enforced as so limited.

XVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 5th of June, 2023 with the intention that it was in force as of the Effective Date.

BITCOIN WELL INC.

Per: [REDACTED - Signature]
Terry Rhode - Director

2204759 Alberta LTD.

Per: [REDACTED - Signature]
Adam O'Brien

Appendix A - Services Provided

- Video creation intended to be promoted on the Company's social media channels as well as the Contractor's
- Implement marketing initiatives
- Increase SEO of the Company
- Identify keywords and keyphrases to benefit the company
- Improve keyword and keyphrase performance in organic search results
- Maintain advertising budget efficiency
- Maintain advertising accounts
- Identify Bitcoin Well as a key player in the bitcoin space
- Speak about Bitcoin Well when giving public bitcoin presentations