

LETTER OF INTENT

May 29, 2025

Analog Financial Group Inc.
1159 Sonora Court, Suite 104
Sunnyvale, CA 94086

Dear Adam Pluemer:

The purpose of this Letter of Intent ("**LOI**") is to confirm the intent of Convera USA, LLC ("**Convera**") and Analog Financial Group Inc. ("**Analog**") to enter into a definitive agreement respecting the provision of cross border payment and foreign exchange services (the "**Services**") by Convera to Analog.

This LOI is not intended to create a binding agreement between the parties, and a binding agreement with respect to the Services shall not arise unless and until Convera and Analog have negotiated, executed and delivered an appropriate definitive agreement (the "**Final Agreement**"). By execution of this LOI, the parties agree to proceed in good faith to negotiate a Final Agreement, as further described below.

1. **Background.** Convera operates as a licensed money transmitter in the US and acts as payment processor for numerous financial institutions in the United States. Additionally, Convera's affiliates around the world provide payment services in other countries and collaborate with Convera to provide a global payments and FX processing service. Analog is in the process of obtaining a federal banking licenses and desires the ability to transmit cross border foreign currency payments for its customers through Convera once it is fully licensed and operating.
2. **Description of Services.** Convera and its affiliates operate through its global banking network with bank providers around the world that enable Convera to process payments for clients and their customers to 160+ countries in numerous currencies around the world. By providing access to its payments platform and related IT infrastructure, Analog will be able to submit payment instructions for processing by Convera and transmission to beneficiaries.
3. **Form of Agreement.** The parties anticipate documenting their business relationship through the Final Agreement, which will contain the core terms that will apply across to the Services.
4. **Good Faith Negotiation.** The parties agree to negotiate in good faith towards a Final Agreement as long as this LOI is in effect. Either party may terminate this LOI at any time upon written notice to the other party.
5. **Governing Law.** This LOI is governed by the laws of the State of New York, without regard to the law of conflicts, and the parties agree to be subject to the exclusive jurisdiction

and venue of the state and federal courts of New York for the Borough of Manhattan with respect to any disputes arising out of this LOI.

6. Confidentiality. The parties remain under an obligation of confidentiality, as set forth in the parties' Non-Disclosure Agreement entered into on _____. This LOI shall not affect in any way the parties' rights and obligations under such agreement.

If the foregoing is acceptable, please indicate your acceptance by signing the enclosed copy and returning it to us.

Sincerely,

Convera USA, LLC

By: _____

Name:

Title:

ACCEPTED BY:

Analog Financial Group Inc.

By: _____

Name: Adam Pluemer

Title: CEO

Signature: Adam Pluemer
Adam Pluemer (Jul 21, 2025 10:56 PDT)

Email: august@abfg.co

Signature:

Email: