



\$5,000,000 USD Convertible Loan Note

Summary of Indicative Terms and Conditions

The following Summary of Indicative Terms and Conditions (this “Term Sheet”) is preliminary and for discussion purposes only. This Term Sheet is not binding and does not constitute a commitment to make any loan or other investment. This Term Sheet does not present many of the terms, conditions, covenants, representations, warranties and other provisions that will be contained in the definitive legal documentation for the transactions contemplated thereby. Those matters that are not covered or made clear herein are subject to mutual agreement of the parties.

<i>Issuer</i>	J. Streicher Global Partners, LLC
<i>Transaction</i>	AnyTech365 (“AT365”)
<i>Amount</i>	\$5,000,000.00
<i>Term</i>	12 months
<i>Interest Rate</i>	12%, paid in full at maturity if not already converted
<i>Trigger</i>	AT365 public listing in Q4 2022
<i>Pre-Money Valuation</i>	\$56,000,000.00
<i>Post-Money Valuation</i>	\$200,000,000.00
<i>Lock Up Period</i>	No Restrictions, Freely Tradable once converted
<i>Use of Proceeds</i>	Funds to be used for transaction closing costs and associated working capital
<i>Closing</i>	31 st August 2022
<i>Closing Conditions:</i>	<p>Conditions precedent to closing shall include, without limitation, the following, all of which must be completed in a manner satisfactory to Lender in its sole discretion on or prior to the Closing Date:</p> <ol style="list-style-type: none"> 1) completion of tax, regulatory, accounting and legal due diligence, including background checks, 2) documentation, 3) perfected security interests in the Collateral (defined above), 4) no material adverse change in The Company or The Investor, 5) accuracy of representations and warranties in all material respects, 6) receipt of all necessary governmental and third-party consents and approvals, any required regulatory approvals identified during the due diligence process, and any consents required from any third parties

<i>Representations and Warranties:</i>	Usual and customary for transactions of this type.
<i>Board Rights:</i>	None
<i>Indemnification</i>	The definitive documentation for the Investment will include usual and customary indemnification provisions.
<i>Governing Law; Jurisdiction:</i>	This Term Sheet shall be governed by the laws of the State of New York, without giving effect to the conflicts of laws principles thereof that would result in the application of any law other than the laws of the State of New York. Any legal action or proceeding arising out of or based upon this Letter or the transactions contemplated hereby shall be instituted in the federal courts in the City and County of New York, Borough of Manhattan, and each party hereto irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such action or proceeding.

Signed By

Paul Davis
Chief Operating Officer

Investor