

TAG FINTECH, INC.
2261 Market Street #4332
San Francisco, CA 94114

Date: 1 June, 2022

**BY OVERNIGHT MAIL
AND ELECTRONIC MAIL**

Ahsan Kaleem Khan
9d, Officers Colony, Zaraar Shaheed Road
Lahore Cantt, Pakistan

Re: Share Surrender and Cancellation

The Company has delivered a letter to you on May 27, 2022 (the "**Letter**") regarding our recognition of your unauthorized withdrawal of \$275,000 in March, April 2022 from the accounts of the Company (the "**Withdrawal**"). Pursuant to the Letter, following your failure to pay back the Company the entire \$275,000 amount plus any tax withholding amount or tax withholding liability incurred by the Company as a result of such withdrawal (the "**Pay-Back**") by May 30, 2022 (the "**Due Date**"), also taking into account multiple instances where you forged several documents, we can no longer have you as part of this company. Hence, this letter serves as written notice to you of the Company's intent for the 3,000,000 shares of the Company's Class B Common Stock held by you pursuant to that certain Class B Common Stock Purchase Agreement, by and between the Company and you, dated April 22, 2021 (the "**Subject Stock**") to be surrendered and cancelled for no consideration whatsoever (the "**Surrender and Cancellation**").

The Company is taking this action to vindicate its rights and recover from you of its losses and damages caused by you. The Company has reasonable grounds to conclude that the Withdrawal amounts to a willful misconduct by you to the Company. Your failure to make the Pay-Back by the Due Date reaffirms our conclusion of your willful misconduct. The material damage to the Company caused by you and your willful misconduct are sufficient for companies in similar situations to determine a termination of employment with "cause" (as the term is generally defined and used in such instances), upon which stock awards or option grants similar to the Subject Stock can be immediately terminated pursuant to equity incentive plans adopted by certain companies. Under these circumstances, the Company has determined that the Surrender and Cancellation of the Subject Stock is the appropriate measure to recover from you of its losses and damages caused by you.

The details of the Surrender and Cancellation of the Subject Stock are as follows:

1. Surrender and Cancellation. Upon your receipt of this letter, you hereby assign, transfer and surrender to the Company the Subject Stock, with no consideration therefor, which shall be cancelled and retired and shall not be held as treasury stock (the "**Surrender**"). In connection with the Surrender, you shall deliver the Certificate to the Company for cancellation. Until such time as the Certificate has been delivered to the Company, you and you assigns, shall at all times indemnify and hold harmless the Company, its directors, officers, employees or agents and any person acting on behalf of or at the request of the Company, together with any successors and assigns of any of the foregoing, from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all losses, damages, judgments, costs, counsel fees, expenses and liabilities whatsoever, which any of such indemnitees at any time shall or may sustain or incur (a) by reason of any claim which may be made in respect of the Certificate; and (b) by reason of payment for or transfer, exchange or delivery of the Certificate.

2. Tax Consequences. The Company does not make any representation as to the tax consequences to you of the Surrender, which consequences, if any, shall be your sole responsibility. The Company has no obligation or responsibility to assist you with, or advise Stockholder regarding, any of the tax consequences of the Surrender.