

Supplemental Filing for OTCMarkets
TRITENT INTERNATIONAL CORP.

Subject: MEMORANDUM OF UNDERSTANDING BETWEEN TRITENT INTERNATIONAL CORP. AND BURST TECHNOLOGIES INC.

Date: September 25th, 2024


Introduction

This supplemental filing is submitted to inform OTCMarkets and interested parties that Tritent International Corp. (the "Company") has executed a Memorandum of Understanding (the "MoU") with Burst Technologies Inc. The MoU is intended to delineate the principal terms of a proposed merger, in which the Company will serve as the primary entity and Burst Technologies will become a wholly owned subsidiary of the Company.

Summary

This Memorandum of Understanding (MOU) is intended to facilitate the negotiation and execution of a Definitive Share Exchange Agreement and to address the customary conditions requisite for a transaction of this nature. This MOU reflects the Company's commitment to enhancing its overall business operations and increasing shareholder value.

For any further information or inquiries regarding this supplemental filing, please contact:



Reno J Calabrigo
CEO
TRITENT INTERNATIONAL CORP.
info@tritentintlcorp.com

MEMORANDUM OF UNDERSTANDING

BETWEEN

TRITENT INTERNATIONAL CORP.

AND

BURST TECHNOLOGIES INC.

This **Memorandum of Understanding** (hereinafter referred to as the "MOU") is made and entered into as of 23 September 2024, by and between **Tritent International Corp.**, a Nevada corporation with its principal office located at 126 Simcoe St. Unit 2706 Toronto, ONT M5H4E9 Canada ("**Tritent**"), and **Burst Technologies Inc.**, a Delaware corporation with its principal office located at 838 Walker Road Suite 21-2, City of Dover, County of Kent, Delaware, 19904 ("Burst Technologies"). Tritent and Burst Technologies are collectively referred to herein as the "Parties", and individually as "Party."

RECITALS

WHEREAS Burst Technologies is the primary entity of **Burst Medical Billing LLC** ("**BMB LLC**"), Colorado, a wholly owned operative subsidiary of Burst Technologies through the execution of a Definitive Share Exchange Agreement.

WHEREAS Tritent is duly represented by Reno J. Calabrigo as CEO, and his contact information is email info@tritentintlcorp.com.

WHEREAS Burst Technologies is duly represented by Eric R. Hansen as CEO, and his contact information is email eric@burstbilling.com.

WHEREAS The Parties desire to execute a Definitive Agreement ("**Definitive Agreement**") containing customary representations, warranties, indemnities, conditions, covenants, and other terms.

AGREEMENT

1. PURPOSE

This MOU aims to outline the principal terms of a proposed merger between Tritent and Burst Technologies (the "**Transaction**"), with Tritent becoming the primary entity and Burst Technologies

becoming a wholly owned subsidiary of Tritent (herein referred to as “Burst/PubCo”). This MOU is intended to facilitate the negotiation and execution of a Definitive Share Exchange Agreement and to address the customary conditions required for a transaction of this nature.

2. TERM OF MOU

This MOU shall be effective as of the date of the last signature affixed hereto and shall remain in full force and effect for a period of one (1) month. Either party may terminate this MOU without cause upon fifteen (15) days' written notice, which notice shall be delivered by email, by hand or by certified mail to the addresses listed above.

3. RESPONSIBILITIES OF THE PARTIES

Before detailing the specific responsibilities incumbent upon the Parties under this MOU, it is imperative to underscore the spirit of goodwill, cooperation, and mutual collaboration that underpins this agreement. The delineation of responsibilities as set forth below is designed to outline the distinct yet complementary roles each Party will play in facilitating the proposed merger, ensuring seamless integration, and the realization of shared strategic objectives. This division of responsibilities is a testament to the Parties' commitment to diligence, transparency, and collaboration throughout the merger process.

4. RESPONSIBILITIES OF TRITENT

4.1 Documentation. Tritent shall provide all corporate documents, including shareholder records and lists, as Burst Technologies requests them in addition to the public information provided by Tritent to the OTC Markets here: <https://www.otcmartets.com/stock/TICJ/disclosure>

4.2 Financial Obligations. Tritent shall pay all outstanding invoices for state fees and transfer agent fees up to the Definitive Share Exchange Agreement date and share all unaudited financial statements with Burst.

4.3 Stock Merger Agreement. Tritent shall execute the Stock Merger Agreement. Martin S. Read and Reno J. Calabrigo shall resign their positions, subject to the approval of Tritent's Board of Directors. Reno J. Calabrigo will remain as a Director of Tritent. Additionally, operational management from Burst Technologies will be appointed to key positions including but not limited to all the C-Suite within Tritent, and the appointment of the majority of the Board of Directors of the merged entity, meaning 3

out of 5 Members of the Board of Directors will also be appointed from Burst Technologies, ensuring a cohesive and strategic alignment between Tritent and Burst Technologies post-merger.

4.4 Restricted Shares. All restricted common shares held in the name of Tritent International Corp. (Ontario Corp) in the amount of 26,200,000 shall be returned to the treasury of Tritent.

4.5 Issuance of Shares. Tritent shall issue common restricted shares in accordance with the terms of the Definitive Share Exchange Agreement to effectuate the acquisition of Burst Technologies as a wholly owned subsidiary.

4.6 Contract Preservation. The Parties agree to preserve and honor all existing internal corporate agreements and business contracts (“Agreements”) in place before the Definitive Share Exchange Agreement execution. They will conduct mutual due diligence to catalog these Agreements in an Addendum (“Addendum”) to the Definitive Share Exchange Agreement, ensuring their continuity post-merger. This provision affirms the commitment to maintaining the operational integrity and legal compliance of the merged entity, with Burst/PubCo fully abiding by all terms in the Addendum.

5. RESPONSIBILITIES OF BURST TECHNOLOGIES

5.1 Documentation. Burst Technologies shall provide all corporate documents, including shareholder records and lists, as Tritent requests them.

5.2 Share Transfer. Once all terms and conditions are mutually agreed upon, Burst Technologies shall sign the Stock Merger Agreement and transfer all common and preferred shares to Tritent.

5.3 Fees and Compliance. Burst once a public Company (“Burst/PubCo”) will remain compliant with OTC Markets and regulatory requirements (SEC and FINRA) and add Eric Hansen (and/or designate) to access the OTCIQ portal. Burst/PubCo shall prepare and file initial disclosure documents and financials as required by the OTC Markets.

5.4 Maintaining Good Standing. Tritent shall be received by Burst/PubCo in good standing and remain so for a minimum period of one (1) year following the effective date of the Stock Merger Agreement. Burst/Corp shall keep Tritent in good standing with OTC Markets, FINRA, and The DTCC, resolving any outstanding issues in a timely manner. Burst/PubCo commits to allocating the necessary resources to address and resolve these issues promptly, ensuring Tritent's continued good standing with these regulatory and oversight bodies.

5.5 Contract Preservation. The Parties agree to preserve and honor all existing internal corporate agreements and business contracts (“Agreements”) in place before the Definitive Share Exchange Agreement execution. They will conduct mutual due diligence to catalog these Agreements in an Addendum (“Addendum”) to the Definitive Share Exchange Agreement, ensuring their continuity post-merger. This provision affirms the commitment to maintaining the operational integrity and legal compliance of the merged entity, with Burst/PubCo fully abiding by all terms in the Addendum.

5.6 Non-Disclosure and Business Associate Agreement. Prior to commencing the mutual due diligence process, the Parties agree and commit to executing a Non-Disclosure Agreement (NDA) and a Business Associate Agreement (BAA) for a term of five (5) years, to ensure the protection of data privacy, compliance with the Health Insurance Portability and Accountability Act (HIPAA), confidentiality, and the safeguarding of trade secrets of BMB LLC. This commitment underscores the Parties' dedication to maintaining the integrity and confidentiality of sensitive information throughout the due diligence process and beyond, for the duration of the specified term.

5.7 Director Fee. Burst/PubCo shall pay all directors a fee of \$1,500.00 monthly for a period of 1 year, subject to review and possible adjustment at the end of the said period.

5.8 Good Standing Maintenance. Burst/PubCo shall maintain Tritent's good standing with the State, OTC Markets, and the Transfer Agent by paying all fees after the signing of the Definitive Share Exchange Agreement. Failure to maintain good standing for two quarters will result in the termination of the Definitive Agreement and will trigger the terms and conditions of the Termination Agreement to be determined.

5.9 Financial Responsibility. Burst Technologies shall make commercially reasonable efforts to achieve its five-year financial forecast as outlined. As part of this forecast, BMB LLC's current cornerstone client base consists of thirty (30) active customers, generating approximately \$800,000 to \$1,000,000 in billings for Burst by December 2024. This activity is projected to result in a revenue of \$200,000 for Burst. By the end of March 2025, subject to fundraising efforts, Burst aims to expand its client base to 100 customers. This expansion is expected to generate approximately \$1,800,000 in billings on behalf of these clients, leading to a projected revenue of \$450,000 for Burst in the first quarter of 2025. The Company intends to utilize Financing to expand its sales, marketing, billing workforce, and investor relations aiming to optimize revenue-generating activities. By the end of Year 5, Burst anticipates recovering gross reimbursements exceeding \$48,000,000, with an estimated

retention of \$12,100,000 in earnings by 2028. Should Burst fail to meet these financial forecasts, such failure may significantly impact financing initiatives and may trigger a compensation clause for current shareholders of Tritent as it will be specified to be mutually agreed by the Parties in the Definitive Agreement.

5.10 Transfer Agent. Burst/PubCo shall retain and maintain all documentation as required by the transfer agent of Tritent, Madison Stock Transfer Inc. Burst/PubCo agrees to provide such documentation promptly upon request by Madison Stock Transfer to ensure compliance with all applicable requirements and regulations.

6. GENERAL PROVISIONS

6.1 Definitive Documentation. Following the execution of this MOU, the Parties shall use commercially reasonable efforts to draft, negotiate, and execute the Definitive Agreement containing customary representations, warranties, indemnities, conditions, covenants, and other terms. The Transaction is further subject to (i) no material adverse change in the business, properties, results of operation, condition, or prospects of Burst, (ii) satisfactory mutual due diligence by the Parties, and (iii) receipt of all requisite consents and approvals.

6.2 Non-Binding Nature. Except as expressly provided in Section 5.5.1, this MOU does not create legally binding obligations but represents the Parties' understanding with respect to the proposed Transaction. This MOU contains the principal terms agreed upon for the proposed Transaction, but the Parties acknowledge that additional terms may need to be negotiated and mutually agreed upon for the finalization of the Transaction. The provisions of this MOU shall be binding on the Parties solely to the extent indicated in this Section.

6.3 Amendments. Any changes, modifications, revisions, or amendments to this MOU must be made in writing and mutually executed by authorized representatives of both Parties to be effective.

6.4 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Delaware. The courts of Delaware shall have exclusive jurisdiction over any disputes arising from this MOU.

6.5 Entire Agreement. This MOU, consisting of seven (7) pages, represents the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

6.6 Severability. If any provision of this MOU is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The Parties agree to renegotiate the affected terms to reflect their original intent.

6.7 Third-Party Beneficiaries. This MOU is intended solely for the benefit of the Parties hereto and shall not create any third-party beneficiary rights.

6.8 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

7. TERMINATION CLAUSE

7.1 Cessation of Obligations. In the event of the termination of this MOU, all obligations of the Parties under this MOU shall immediately cease, except for any obligations that are expressly stated to survive termination.

7.2 Return of Documents. Upon termination of this MOU, each Party shall promptly return to the other Party, or, if instructed, destroy all confidential information and documents received from the other Party in connection with this MOU. The return or destruction of such materials shall be completed within a specific timeframe, of 30 business days from the termination date.

7.3 Costs and Expenses. Each Party shall be responsible for bearing its own costs and expenses incurred during the negotiation and due diligence and up to and including the execution of the Definitive Agreement. No Party shall be liable for any costs or expenses incurred by the other Party.

8. SIGNATURES

Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or third-party beneficiary rights, or an obligation to proceed with and transact between the Parties.

This Agreement is not assignable or transferable by either Party without the prior written agreement of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU through their duly authorized representatives on the dates set forth below. The effective date of this MOU is the date of the signature last affixed to this page and agreed without change whereby electronic signature through DocuSign or Adobe is valid and accepted as hand signature.

Tritent International Corp.

By: *Reno J Calabrigo*
Reno J Calabrigo (Sep 23, 2024 19:53 EDT)

Name: Reno J. Calabrigo

Title: CEO/ Director

Date: 09/23/2024

Burst Technologies Inc.

By: *E. Hansen*
Eric Hansen (Sep 24, 2024 12:25 MDT)

Name: Eric Hansen

Title: CEO/Chairman of the Board of Directors

Date: 09/24/2024