
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of December 2025

Commission File Number: 333-256665

ABITS GROUP INC

**Level 24 Lee Garden One 33 Hysan Avenue
Causeway Bay
Hong Kong SAR, China
(Address of principal executive offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.:

Form 20-F Form 40-F

Explanatory Note:

On December 17, 2025, Mr. Wanhong Tan tendered his resignation as the Chief Financial Officer of ABITS GROUP INC (the “Company”) due to his retirement, effective December 31, 2025. Mr. Tan’s resignation was not the result of any disagreements with the Company, its management or Board of Directors (the “Board”).

On December 24, 2025, the Board approved the appointment of Mr. Kai Zhang as the Company’s Chief Financial Officer, effective January 1, 2026.

Mr. Zhang has served as the Manager of the Finance Department of the Company since October 2023. In that role, he was primarily responsible for preparing financial statements and periodic reports of the Company and improving its financial reporting process. Prior to joining the Company, Mr. Zhang was an Analyst at the Securities and Options Trading Department of Founder Securities in Beijing, China, from June 2021 to October 2023. From June 2016 to March 2019, he was an Accountant with ENN GROUP’s affiliate, a A-share listed Chinese company traded on the Shanghai Stock Exchange. Mr. Zhang earned his Master’s degree in Applied Finance from The University of Queensland, Australia, and a Bachelor’s degree in Accounting from Xinxiang University, Henan, China.

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	<u>Employment Agreement between Kai Zhang and Abits Group Inc</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ABITS GROUP INC

Date: December 31, 2025

By: /s/ Conglin Deng

Name: Conglin Deng

Title: Chief Executive Officer

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective as of this 1st day of January 2026 (the “Effective Date”) by and between KAI ZHANG, a resident of the People’s Republic of China (“Employee”), and ABITS GROUP INC, a British Virgin Islands company (the “Company”).

WHEREAS, the Company desires to employ Employee as the Chief Financial Officer of the Company, the parent company of its direct and indirect subsidiaries (Abit Hong Kong Limited, Abit USA, Inc., Abits Inc. and Beijing Bitmatrix Technology Co. Ltd., collectively referred to as the “Company”); and

WHEREAS, Employee and the Company desire to establish and govern the employment relationship under the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the adequacy of which is acknowledged, Employee and the Company hereby agree as follows:

1. Employment. Employee is employed by the Company as the Chief Financial Officer upon and subject to the terms and conditions of this Agreement. During the term of his employment under this Agreement, Employee shall report to the Company’s Chief Executive Officer, or to such other persons as the Company may designate from time to time. The Company reserves the right to change Employee’s title, duties, and reporting relationships as may be determined by it to be in the best interests of the Company.

2. Duties.

(a) During the term of his employment under this Agreement, Employee will perform his duties hereunder at such time or times as the Company may reasonably request. Employee’s duties may be varied by the Company from time to time without violating the terms of this Agreement and shall include: (i) devoting his best efforts and his entire business time to further properly the interests and revenues of the Company to the satisfaction of the Company, (ii) being subject to the Company’s direction and control at all times with respect to his activities on behalf of the Company, (iii) complying with all rules, orders, regulations, policies, practices and decisions of the Company, (iv) truthfully and accurately maintaining and preserving all records and making all reports as the Company may require, and (v) fully accounting for all monies and other property of the Company of which he may from time to time have custody and delivering the same to the Company whenever and however directed to do so.

(b) In performing his duties, Employee shall not undertake any action inconsistent with or harmful to the best interests of the Company. Employee shall perform his duties and responsibilities in a professional manner and consistent with the overall goals and objectives of the Company and all applicable laws.

(c) In performing his duties, Employee shall be familiar with and shall comply with: (i) all applicable laws and regulations; (ii) the policies and decisions of the Company’s Board of Directors; and (iii) all policies, procedures, and requirements enacted by the Company’s Board of Directors, as they may be amended from time to time. Employee agrees to adhere to and support the Company’s policies and practices as set forth in any employee handbook or policy manual. Employee acknowledges and agrees that the Company may amend or update its employee handbooks or policy manuals from time to time by written notice to Employee.

(d) During his employment with the Company, Employee shall devote the full time, attention, and best efforts to the operations of the Company required for fulfillment of his duties. Employee agrees that, during his employment with the Company, he will exercise the highest degree of loyalty and will conduct his duties with the highest degree of care. During his employment with the Company, Employee shall not directly or indirectly engage in any other business activity that competes or conflicts with the Company, whether as an employee, employer, consultant, principal, officer, or otherwise and whether or not done for compensation, gain, or other financial or economic advantage.

3. Compensation. For all services rendered by Employee to the Company, the Company shall pay Employee an annual gross base salary of Seventy Two Thousand Dollars (\$72,000.00). Employee's annual gross salary will be paid to Employee in accordance with the Company's standard payroll policies and practices, beginning with the first regularly scheduled pay date following the Effective Date of this Agreement. Employee understands and acknowledges that the base gross annual salary to be paid to him under this Agreement will be reduced by all applicable payroll and withholding taxes and any other deductions authorized by Employee for the provision of employee benefits or otherwise or required by applicable laws. The Company will conduct an annual performance review of Employee, and any changes in Employee's salary shall be determined in the sole discretion of the Company.

4. Expenses. The Company shall reimburse Employee for all ordinary and necessary out-of-pocket expenses incurred and paid by Employee in the course of the performance of Employee's duties pursuant to this Agreement, provided that Employee incurred such expenses consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses. To receive such expenses reimbursement, Employee shall submit written requests, along with supporting documentation and/or receipts, in compliance with the Company's requirements with respect to the manner of approval and reporting of such expenses.

5. Additional Benefits.

(a) Subject to meeting the eligibility requirements to participate in such plans under the terms and conditions established by the plans, Employee shall be eligible to participate in all employee benefits programs provided by the Company to its employees, as such may be established and modified from time to time in the discretion of the Company. However, nothing contained in this Agreement shall be construed to obligate the Company in any manner to maintain any existing plans, put into effect any plans not presently in existence, or provide special benefits to Employee.

(b) During the term of this Agreement, Employee shall be entitled to all national statutory annual paid vacation leave per year. Employee's ability to carry over unused vacation leave from year to year and to receive payment for unused vacation leave upon termination of employment shall be governed by the Company's policies in existence at the time of such occurrence.

6. Indemnity. The Company will indemnify Employee against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with civil, criminal, administrative or investigative proceedings to which Employee is party or are threatened to be made a party by reason of Employee acting as the Chief Financial Officer. To be entitled to indemnification, Employee must have acted honestly and in good faith with a view to the best interest of the Company and, in the case of criminal proceedings, Employee must have had no reasonable cause to believe Employee's conduct was unlawful. Such limitation of liability does not affect the availability of equitable remedies such as injunctive relief or rescission. These provisions will not limit Employee's liability under United States federal securities laws.

7. Termination.

(a) Either party may terminate this Agreement at any time, for any reason or for no reason, with or without cause, upon thirty (30) days' written notice to the other party.

(b) Notwithstanding Paragraph 7(a) above, Employee's employment with the Company shall terminate immediately upon: (i) the death, disability, or adjudication of legal incompetence of Employee; (ii) the Company's ceasing to carry on its business without assigning this Agreement; or (iii) the Company becoming bankrupt. For purposes of this Agreement, Employee shall be deemed to be disabled when Employee has become unable, by reason of physical or mental disability, to satisfactorily perform the essential functions of his job and there is no reasonable accommodation that can be provided to enable him to perform satisfactorily those essential functions. Such matters shall be determined by, or to the reasonable satisfaction of, the Company.

(c) Notwithstanding Paragraph 7(a) above, the Company may immediately terminate this Agreement for cause, effective upon the provision of notice to Employee, for the following reasons: (i) Employee's repeated failure to satisfactorily and substantially perform his duties as an employee of the Company (other than any such failure resulting from a disability), which failure has continued without remedy for more than thirty (30) days after the Company has provided written notice thereof; (ii) Employee's dishonesty, incompetence, willful misconduct, gross negligence, or breach of fiduciary duty; (iii) failure to comply with the lawful directives of the Company's Board of Directors; (iv) failure to abide by and/or comply with any laws or regulations governing or relating to the operations of the Company; (v) failure to abide by and/or comply with any other applicable laws, including, but not limited to, laws prohibiting discrimination and harassment in the workplace; (vi) theft, misappropriation, or misuse of the Company's property or assets; (vii) Employee's conviction of or plea of guilty or nolo contendere to any felony or any other crime involving theft, dishonesty, or fraudulent conduct; or (viii) breach of Employee's obligations under this Agreement.

(d) In the event Employee's employment with the Company is terminated by Employee or Employer for any or no reason, the Company shall pay or provide to Employee any salary that Employee shall have earned and not yet received through the date of such employment termination, determined on a pro rata basis based on the number of work days in the month of termination.

8. Employee Covenants.

(a) Non-Disclosure and Return of Confidential Information.

(i) Employee acknowledges that, as an employee of the Company, Employee will be provided access to, and may develop or assist in developing on the Company's behalf, confidential and proprietary information and trade secrets. As used in this Agreement, "Confidential Information" shall be deemed to include, but shall not be limited to, information and materials related to the Company's business procedures, methods, inventions, designs, products, services, and processes for its operations; marketing plans and strategies; customer lists, business histories, customer presentations, strategic business opportunities and plans; market research, analyses of customer information, and prospective customer lists; trade secrets, copyrights, trademarks, pricing, margins, and sales strategies; accounting, operational, organizational, and financial data, processes, and services; technical know-how; research and development; proprietary computer software and hardware; and any other information that is not generally known to the public or within the industry in which the Company competes. "Confidential Information" shall also be deemed to include information or material received by the Company from others and intended by them to be kept in confidence by its recipients. "Confidential Information" shall not include Employee's general skills and knowledge concerning general business practices not specific to the Company's business, nor shall it include information that has become widely disseminated and generally available to the public through no wrongful act or omission on the part of Employee.

(ii) At all times during and after employment with the Company, Employee shall take all reasonable steps necessary to preserve the confidential and proprietary nature of Confidential Information and to prevent the inadvertent or accidental disclosure of Confidential Information. Employee will not use, disclose, transfer, or make available any Confidential Information other than: (i) as required by the proper performance of Employee's duties for the Company; (ii) as authorized by the Company; and (iii) as required by an order or subpoena from a court of competent jurisdiction and/or administrative agency, provided that, prior to such disclosure, Employee promptly notifies the Company so that the Company may take appropriate action with such court or agency to protect its Confidential Information. Employee will not remove any Confidential Information from the Company's premises or make copies of such materials except for use in the Company's business. Employee shall not retain any tangible, intangible, or electronic copies of any Confidential Information after the termination of his employment with the Company for any reason.

(iii) If part of the Confidential Information is known by public, but other parts or the whole is not public knowledge yet, the whole Confidential Information still has confidential value. Employee agrees to have non-disclosure covenant for such Confidential Information. Employee shall not disclose such information directly or indirectly, or solicit any third party to put together Confidential Information by collecting the public part(s).

(iv) During his employment with the Company, for the interest of the Company, Employee shall promptly report to the Company the Confidential Information arising out of work, submit a written report, and assist the Company to obtain the right of such information. Such Confidential Information shall be owned the Company exclusively. During employment with the Company, employee shall fully disclose all of his conceptions about the Company's business to the Company.

(v) The compensation paid to Employee by the Company has included all the consideration for Employee to perform the covenants in Paragraph 8(a).

(vi) Employee warrants that, unless Employee has stated to the Company in writing, Employee's usage or disclosure of any confidential information during employment with the Company does not violate any confidentiality agreement between Employee and any previous employer or other party. No matter if Employee is bound by such confidentiality agreement, Employee shall not disclose it to the Company, or solicit the Company to use any confidential information of Employee's any previous employer or other party.

(b) Non-Compete.

(i) Employee acknowledges that, during the course of his employment, Employee will be granted access to and may develop or assist in developing the Company's Confidential Information and goodwill. Employee recognizes and agrees that in light of his extensive access to and knowledge of such Confidential Information and in order to protect the Company's goodwill with its vendors, suppliers, business partners, and customers, the Company has a reasonable and legitimate interest in protecting itself from unfair competition as set forth in subsection (ii).

(ii) The term of the Non-Compete Period is the course of employment with the Company and a period of two (2) years after Employee's employment with the Company ceases (whether voluntarily or involuntarily and for whatever reason). During the Non-Compete Period, Employee shall not, on his own behalf or on behalf of any other person or entity, compete with the Company by engaging in a position where Employee holds any registered or beneficial ownership/stock interest, or as its employee, consultant, management, director or other capacity, holds any interest of any company or entity that competes with the goods and services provided by the Company, or helps or assists such company by any way; (ii) usurp business opportunities provided by other parties to the Company, use the Company's resources to create any business opportunity for himself; take commission fee related to the Company's transactions, sign contracts or conduct transactions with the Company without proper approval under internal rules of the Company; or conduct other actions detrimental to the Company's interests and/or competitive position, (iii) use any of the Company's names, any other name that the Company uses to operate business, or any similar name, or use such name to build or create any entrepreneur entity, organization or domain name, or use it in any other way without written consent of the Company, or (iv) call himself employee of the Company or related with the Company in any way, after termination of his employment with the Company. This restriction shall only apply within any geographic area serviced by Employee for the Company at any time during the one (1) year period preceding Employee's termination of employment.

(iii) The benefits obtained (including already obtained or agreed to obtain) by Employee through conducting restricted actions in the Non-Compete Period shall belong to the Company.

(c) Non-Solicitation of Customers. Employee specifically agrees that, at all times during his employment with the Company and for a period of two (2) years after Employee's employment with the Company ceases (whether voluntarily or involuntarily and for whatever reason), Employee will not solicit or offer to any Customer of the Company any goods or services that compete with the goods or services provided by the Company. For purposes of this Agreement, the term "Customer" means: (i) any person or entity that contracted with the Company for goods or services at any time during the twelve (12) month period preceding the Employee's termination of employment; and (ii) any person or entity to whom the Company made a proposal or presentation for the provision of goods or services at any time during the six (6) month period preceding Employee's termination of employment. Except as set forth in Paragraph 8(b), this restriction is not intended to prohibit Employee from providing goods or services to persons or entities who are not business partners or Customers of Company.

(d) Non-Solicitation of Employees. Employee specifically agrees that, at all times during his employment with the Company and for a period of two (2) years after Employee's employment with the Company ceases (whether voluntarily or involuntarily and for whatever reason), Employee shall not, on Employee's own behalf or on behalf of any other person or entity, hire, recruit, solicit for employment, or assist in solicitation or hiring any other employee who works for the Company. This includes, but is not limited to: (i) providing to any such prospective employer the identities of any of the Company's employees; (ii) providing to any such prospective employer information about the quantity of work, quality of work, special knowledge, or personal characteristics of any person who is still employed at the Company at the time such information is provided; and/or (iii) assisting any of the Company's employees in obtaining employment with any such prospective employer through the dissemination of resumes and applications, or otherwise. Employee also specifically agrees that he will not provide the information set forth in subparts (i), (ii), or (iii) above to any prospective employer during interviews preceding possible employment.

(e) Intellectual Property.

(i) Employee agrees to disclose to the Company all inventions, ideas, works of authorship and other trade secrets made, developed and/or conceived by him and arising out of Employee's employment at all times during his employment with the Company and for a period of one (1) year thereafter.

(ii) Employee further agrees that all such inventions, ideas, works of authorship and other trade secrets made shall be "works made for hire" and that the Company shall be deemed the author thereof under the U.S. Copyright Act or other applicable law, and all work product is and shall be free from any claim or retention of rights thereto on the part of Employee.

(iii) In any event and at any time, Employee hereby irrevocably assigns to the Company any and all right, title interest in such inventions, ideas, works of authorship and other trade secrets made, including any and all patents and/or copyrights in connection with any of the foregoing, and agrees to do any and all acts necessary, and sign any and all instruments, which the Company may request to secure all rights related to the foregoing in the United States or in any foreign country.

(iv) By exhibit to this Agreement, Employee lists all inventions he owns, including the ones he invents by himself and the ones he invents with others. All the inventions, completed prior to the employment with the Company, and owned by Employee, or although owned by third party but Employee can use within the scope of agreement, are called Prior Inventions. If no exhibit discloses such inventions, it deems that Employee states such Prior Invention does not exist. If, during his employment with the Company, Employee uses any Prior Invention on products, service, procedure, or machine equipment of the Company, the Company automatically gets non-exclusive, free, irrevocable, permanent and global license (including sublicensing to others through different levels of sublicense) to produce, modify, use and sell such Prior Invention. In light of the foregoing, Employee agrees that, without prior written consent of the Company, Employee shall not use any Prior Invention that has been used on the Company's products or service, or authorize others to use.

(v) During his employment with the Company, Employee confirms the compensation paid from the Company to Employee fully covers the work for enforcing the invention, such as proposal of concept, creation, development, improvement or simplification. Employee represents to give up all legal priority rights to apply patent or trademark, rights to transfer any invention or technology products, and rights to claim or challenge the ownership of "works made for hire."

(vi) Employee acknowledges and agrees that the covenants and rights in Paragraph 8(e) will be effective for an indefinite period, and will not be restricted by the termination of employment with the Company.

(f) Return of Company Property.

Upon the request of the Company or upon the termination of Employee's employment with the Company for any reason, Employee shall return to the Company: (a) all Confidential Information; (b) all other records, designs, patents, business plans, financial statements, manuals, memoranda, lists, correspondence, reports, records, charts, advertising materials, and other data or property delivered to or compiled by Employee by or on behalf of the Company or its operating subsidiaries, or their representatives, vendors, or customers that pertain to the Company's business, whether in paper, electronic, or other form; and (c) all keys, credit cards, computers, telephones, PDA's, equipment, and other property of the Company. Employee shall not retain or cause to be retained any copies of the foregoing. Employee hereby agrees that all of the foregoing shall be and remain the property of the Company, and be subject, at all times to its discretion and control.

(g) Enforcement.

(i) Employee and the Company have examined in detail the covenants and restrictions set forth in Paragraph 8 (including all subsections) of this Agreement and agree that the restraints imposed upon Employee are reasonable in light of the legitimate interests of the Company and are not unduly restrictive of Employee's ability to earn a living following the termination of his employment.

(ii) Employee understands and agrees that the covenants and restrictions set forth in Paragraph 8 (including all subsections) of this Agreement survive the termination of his employment (regardless of the reason) and remain binding and enforceable against him according to the restrictions' respective terms.

(iii) If any of the covenants contained in Paragraph 8 (including all subsections) of this Agreement are held by a court or other enforcement authority to be overly broad by reason of time period, geography or scope, the court shall modify any time period, geography or scope deemed overly broad to the maximum time period, geography or scope that such court or other enforcement authority finds reasonable and enforceable in light of all the circumstances present at the time such determination is made and this Agreement shall be deemed to be amended at such time to reflect such determination.

(iv) Employee agrees that a breach by him of any of the covenants and restrictions set forth in Paragraph 8 (including all subsections) of this Agreement will result in irreparable injury to the Company for which a remedy at law shall be insufficient. Employee agrees that in the event of a breach or threatened breach of such covenants, the Company shall be entitled to temporary, preliminary, and permanent injunctive relief without the need to prove irreparable harm and without the necessity of placing a bond for such injunction. The application of any form of injunctive relief shall not make any other legal or equitable remedy unavailable.

(v) In the event that the Employee is found by a court or other enforcement authority to have breached any of the covenants and restrictions set forth in Paragraph 8 (including all subsections) of this Agreement, then the time periods set forth in such restrictions, if any, shall automatically be extended by the length of time which Employee shall have been in breach of any of said provisions.

9. Survival of Obligations. All obligations of Employee that by their nature involve performance after the expiration or termination of Employee's employment with the Company, or that cannot be ascertained to have been fully performed until after the expiration or termination of Employee's employment with the Company, shall survive the expiration or termination of this Agreement. Except as otherwise specifically provided in this Agreement, all of the Company's obligations under this Agreement will terminate at the time this Agreement or Employee's employment with the Company is terminated for any reason.

10. Notice. Any notice, request, consent or communication under this Agreement shall be effective only if it is in writing and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, with delivery confirmed, addressed as follows:

If to the Company: ABITS GROUP INC
Level 24 Lee Garden One, 33 Hysan Avenue
Causeway Bay
Hong Kong SAR, China

With a Copy to: Kaufman & Canoles, P.C.
Two James Center, 14th Floor
1021 E. Cary St.
Richmond, VA 23219
Attn: Anthony W. Basch
Yan (Natalie) Wang

If to Employee:

Kai Zhang
C/O Abits Group Inc
Level 24 Lee Garden One, 33 Hysan Avenue
Causeway Bay
Hong Kong SAR

or such other persons and/or addresses as shall be furnished in writing by any party to the other party, and shall be deemed to have been given only upon its delivery in accordance with this Paragraph 10.

11. No Conflicts. Employee represents and warrants to the Company that neither the execution nor delivery of this Agreement, nor the performance of Employee's obligations hereunder will conflict with, or result in a breach of, any term, condition, or provision of, or constitute a default under, any obligation, contract, agreement, covenant or instrument to which Employee is a party or under which Employee is bound, including, but not limited to, the breach by Employee of a fiduciary duty to any former employers.

12. Defined Terms. A term defined in any part of this Agreement shall have the defined meaning wherever the term is used in this Agreement.

13. Assignment.

(a) This Agreement may be assigned by the Company to any successor, subsidiary or affiliated entity or in connection with sale, merger, or consolidation of the Company with another entity. Additionally, this Agreement shall be deemed to have been assigned without any further action on the part of the Company to a successor entity in the event of a sale, merger, or consolidation of the Company. Such assignment may occur without prior notice to Employee and without the provision of any additional consideration to Employee.

(b) Employee understands and agrees that the duties and obligations of Employee under this Agreement are personal in nature and cannot be assigned, in whole or in part, by Employee.

14. Waiver.

(a) Any failure of any party on one or more occasions to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms and conditions of this Agreement, shall not constitute a waiver of such term or condition at any future time, and shall not prevent any party from insisting on the strict keeping and performance of such terms and conditions at a later time.

(b) The existence of any claim or cause of action of the Employee against the Company, whether predicated upon an alleged breach of this Agreement or otherwise, shall not relieve Employee of his obligations under this Agreement and shall not constitute a defense to the enforcement by the Company of any provision of this Agreement, including but not limited to the covenants contained in Paragraph 8 of this Agreement.

15. Governing Law. This Agreement is deemed to have been entered into in Hong Kong SAR and shall be construed and interpreted at all times and in all respects in accordance with the laws of Hong Kong SAR without regard to the principles of conflicts of laws, and jurisdiction and venue for any action relating in any manner to this Agreement shall be in a court of competent jurisdiction located in or having jurisdiction over Hong Kong SAR, China.

16. Attorneys' Fees. In the event there is any litigation or legal proceeding to enforce this Agreement, the prevailing party will be awarded its/his costs, expenses, and reasonable attorneys' fees.

17. Severability. In the event that any provision of this Agreement shall be determined by a court or tribunal having proper jurisdiction to be invalid, or illegal, or unenforceable, the remainder of this Agreement shall not be affected but shall continue in full force and effect as though such invalid, illegal or unenforceable provision were not originally part of this Agreement.

18. Amendment. This Agreement may not be amended or modified except by an agreement in writing signed by all the parties hereto.

19. Construction of Agreement. Each party to this Agreement agrees and acknowledges that no presumption, inference, or conclusion of any kind shall be made or drawn against the drafter or drafter(s) of this Agreement. Each party to this Agreement also agrees and acknowledges that he/it has contributed to the final version of this Agreement through comments and negotiations.

20. Headings. The headings used in this Agreement are for convenience only and shall not be used to construe or interpret the meaning or intent of any provision.

21. Entire Agreement. This Agreement represents and contains the entire agreement and understanding between the parties with respect to the terms and conditions of this Agreement and supersedes any and all prior and contemporaneous written and oral agreements, understandings, representations, inducements, promises, warranties, and conditions between the parties with respect to the terms and conditions of this Agreement. No agreement, understanding, representation, inducement, promise, warranty or condition of any kind with respect to the terms and conditions of this Agreement shall be relied upon by either party unless expressly incorporated herein.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both of the parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Employment Agreement to be effective as of the date indicated above:

KAI ZHANG

ABITS GROUP INC

Kai Zhang

Conglin Deng
Chief Executive Officer

Date: January 1, 2026

Date: January 1, 2026
