

## PROFIXONE NFT SALE AGREEMENT

### I. INTRODUCTION

The ProfiXone NFT Sale Agreement describes the terms and conditions and sets forth the general rules and procedures of the FIX Global NFT SALE (collectively referred to as the “**FIX Global NFT**”) by the Seller and their purchase by the Purchaser.

Carefully read all of the terms of this Agreement before clicking the “I AGREE” Button. By clicking the “I AGREE” Button You acknowledge your consent and agreement to all the Terms and Conditions set forth in this Agreement. If You do not agree to all the Terms and Conditions of this Agreement, do not click “I AGREE”. If You have any questions regarding the effect of the Terms and Conditions in this Agreement, You are advised to consult an independent legal counsel.

The Company may not be offering the securities in every state. The Offering materials do not constitute an offer or solicitation in any state or jurisdiction in which the securities are not being offered or in any state or jurisdiction in which an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so.

### II. PREAMBLE

This NFT Sale Agreement (“**the Agreement**”) forms a **legally binding contract** between **You**, acting in the role of a **Purchaser** (hereinafter referred to the “**Purchaser**”, “**Client**” or “**You**”) and **ProfiXone Capital LLC**, a Company incorporated in Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines (hereinafter referred to the “**Seller**”, “**Company**” or “**Us**”) and it defines **your rights and obligations with respect to the purchased NFTs**.

*The **Purchaser** and the **Company** are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”*

**WHEREAS**, the Company is engaged in a sales offer of FIX Global NFTs (the “**Offering**”) and, in connection therewith, has determined to mint and sell NFT to Purchasers,

**WHEREAS**, Purchaser desires to purchase from the Company and the Company desires to mint and sell to Purchaser, NFTs in an amount and for the consideration set forth on *White Paper* attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

### III. PURCHASE OF TOKENS

#### 3.1. Minting and Sale of Tokens. Purchase Price

**3.1.1.** Subject to the terms and conditions set forth herein, Purchaser, intending to be legally bound, hereby irrevocably agrees to purchase from the Company the number of NFTs set forth on *White Paper* attached hereto, (the “**Purchased NFTs**”) for the purchase price set forth on *White Paper* (the “**Purchase Price**”) all in accordance with the terms and conditions of this Agreement. The Purchase Price shall reflect a purchase price per NFT of USDT. *White*

*Paper* shall also reflect the Purchase Price in USDT (as well as the applicable USDT/USD exchange rates).

**3.1.2.** This Agreement shall be an effective and binding commitment (the “**Commitment**”) of the Purchaser when Purchaser has entered the amount of NFTs, Purchaser desires to purchase at the Purchase Price and clicks the “I AGREE” button on the Purchasing Site ([www.fixglobal.pro](http://www.fixglobal.pro)) to indicate that Purchaser has read, acknowledges and agrees to the terms of this Agreement, executes this Agreement and submits this Agreement to the Company. Purchaser agrees to be bound on this basis, and confirms that Purchaser has read in full and acknowledges this Agreement and the terms on which Purchaser is bound.

**3.1.3.** This Agreement to purchase shall be binding on the heirs, executors, administrators, successors and assigns of Purchaser. This agreement to purchase is not transferable or assignable by Purchaser, except as expressly provided in the terms and conditions of this Agreement.

**3.1.4.** The Company has provided specific procedures on how Purchaser may seek to purchase NFTs through the Purchasing Site. By purchasing NFTs, the Purchaser acknowledges, agrees to and has no objection to such procedures and specifications. The Purchaser further acknowledges and agrees that failure to properly use the Purchasing Site and follow such procedures, including the submission of all required documentation, may result in a rejection of Purchaser’s Agreement to purchase and the Purchaser not receiving any NFTs. Unauthorized access or use of the Purchasing Site or the receipt or purchase of NFTs in the Offering through any other means are not sanctioned or agreed to in any way by the Company.

**a)** FIX Global NFTs publication on the Purchasing Site of an offer to sell FIX Gold NFTs and FIX Diamond NFTs to a number of Purchasers (potential FIX Global NFT purchasers) is considered a legally binding offer of the Company to sell FIX Gold NFTs and FIX Diamond NFTs (the “**Offering**”).

**b)** The Offer will be available on the Purchasing Site via specific form in the pre-sale period (Seed Round and Private Round). Any other offers concerning FIX Gold NFTs and FIX Diamond NFTs presented in the pre-sale period on any other websites or internet resources will be considered null and void and will not put any obligation upon the Company.

**c)** The number of FIX Gold NFTs and FIX Diamond NFTs offered for sale by the Company is limited. The number of FIX Gold NFTs and FIX Diamond NFTs to be sold and available for purchase is defined in *White Paper* attached hereto.

**d)** Offering Acceptance will be deemed irrevocable.

**3.1.5.** Upon the basis of the representations and warranties and subject to the terms and conditions, set forth herein, the Company agrees to mint and sell the Purchased NFTs to Purchaser on the **Closing Date** (*as defined below*) for the Purchase Price.

### **3.2. Payment of the Purchase Price**

**3.2.1.** The Price of one FIX Gold NFT and FIX Diamond NFT is set in USDT. Payment for FIX Gold NFTs and FIX Diamond NFTs can be made by Purchasers only in Tether (USDT) ERC-20. To purchase FIX Tokens or GOLD Tokens, the Purchaser must convert his funds to Tether (USDT) ERC-20 or other stable coins.

**3.2.2.** Technically, payment for FIX Global NFTs must be made through the Company’s dedicated USDT Digital Wallet listed on the Purchasing Site.

**3.2.3.** Purchaser is not entitled to send any funds to purchase FIX Global NFTs until the Seed Round.

**3.2.4.**The FIX Global NFTs shall be sent to the Purchaser's personal respective cryptocurrency wallet (the "**Wallet**").

### **3.3.Rejection of NFT Purchase Agreement**

**3.3.1.**The Purchaser acknowledges and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other Agreement to purchase FIX Global NFTs, in whole or in part, and for any reason or no reason, notwithstanding prior receipt by Purchaser of notice of acceptance of this Agreement. If the Company rejects a subscription, either in whole or in part (which decision is in its sole discretion), the Company shall return promptly the rejected Purchase Price or the rejected portion thereof to Purchaser without deduction, offset or interest accrued thereon. If this offer is rejected in whole this Agreement shall thereafter be of no further force or effect. If this offer is rejected in part, this Agreement will continue in full force and effect to the extent this subscription was accepted.

### **3.4.Acceptance of Subscription**

**3.4.1.**Upon the consummation of the purchase and sale of the Purchased NFTs and the other transactions contemplated hereby (the "**Closing Date**"), if the Company accepts this Agreement in whole or in part, the Company shall deliver to Purchaser's Wallet (details of which are set out in the "Digital Wallet" section on *White Paper* herein) the number of NFTs equal to the Purchased Tokens. Purchaser acknowledges and agrees that the sale of NFTs pursuant to this Agreement is made subject to the condition that the NFTs to be minted and delivered on account of this Agreement will be issued only in the name of and delivered only to Purchaser.

**3.4.2.**The Company shall have no obligation hereunder until (a) Purchaser has deposited the Purchase Price in accordance with this Agreement and (b) all other conditions to Closing Date have been satisfied and the Closing Date has occurred.

**3.4.3.**Ownership rights for Tokens shall be transferred from the Company to the Purchaser upon the Closing Date.

### **3.5.No Claim, Loan or Ownership Interest**

**3.5.1.**Except as otherwise expressly set forth herein, the purchase of NFTs: (a) does not provide Purchaser with rights of any form with respect to the Company or its revenues or assets, including, without limitation, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Purchaser with any ownership, equity, or other interest in the Company.

**3.5.2.**Purchaser acknowledges and agrees that the NFTs are not securities, are not registered with any government entity as securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.

### **3.6.Intellectual Property**

**3.6.1.**The Purchaser acknowledges and agrees that the Company retains all right, title and interest in all of the Company's intellectual property contained in the Tokens, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Purchaser agrees not to use, reverse engineer, modify, or alter any

of the Company's intellectual property for any reason without the Company's prior written consent.

#### **IV. REPRESENTATIONS AND WARRANTIES**

In connection with the mint and sale of the NFTs hereunder, the Purchaser hereby represents and warrants to the Company that on the date hereof and as of the Closing Date:

##### **4.1. Accuracy and correctness of information**

The Purchaser confirms that all of the information furnished by Purchaser in connection with the purchase of NFTs, including any and all verification forms, certifications and "know your customer" documentation, are true and correct and complete in all respects as of the date of the Closing, and do not contain any misstatements of fact or omit any fact necessary to make the statements contained therein not misleading, inaccurate or otherwise untrue. Purchaser acknowledges that the Company enters into this Agreement and agrees to sell to Purchaser the Purchased NFTs in reliance on the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings made by Purchaser as set forth in this Agreement. Purchaser agrees to promptly provide the Company and its respective agents with such other information as may be reasonably necessary for them to confirm the information provided in this Agreement.

##### **4.2. Authorization**

**4.2.1.** The Purchaser confirms that has all requisite power and authority to execute and deliver this Agreement, to purchase the Purchased NFTs, and to carry out and perform its obligations under this Agreement. All action on Purchaser's part required for the lawful execution and delivery of this Agreement and other agreements required hereunder have been or will be effectively taken prior to the Closing Date. This Agreement has been duly executed by Purchaser. The Agreement constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

**4.2.2.** If an individual, the Purchaser confirms that he is at least eighteen (18) years old and of sufficient legal age and capacity to enter into this Agreement. If a legal entity, the Purchaser confirms that he is duly organized, validly existing and in good standing under the Laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

##### **4.3. No Conflicts**

**4.3.1.** The Purchaser confirms that the execution, delivery and performance of this Agreement will not result in (a) any violation of, be in conflict with or constitute a material default under, with or without the passage of time or the giving of notice of (i) any provision of Purchaser's organizational documents, if applicable; (ii) any provision of any judgement, decree or order to which Purchaser is a party, by which it is bound, or to which any of its assets are subject; (iii) any agreement, obligation, duty or commitment to which Purchaser is a party or by which it is bound; or (iv) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, administrative interpretations, orders and decrees of any Governmental Authority, including amendments thereto (collectively, "Laws"); or (b) the creation of any lien, charge or encumbrance upon any assets of Purchaser. "**Governmental Authority**" shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including without limitation any government authority, agency, department, board,

commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either Parties or the Tokens.

#### **4.4.Suitability, Experience, and Ability to Bear Risk.**

**4.4.1.**The Purchaser states that he has sufficient knowledge and experience in business, technology, financial, securities, and securities investments matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Purchaser's purchase of NFTs using a digital wallet, including but not limited to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of NFTs and liability to the Company and others for its acts and omissions, including without limitation those constituting a breach of this Agreement, negligence, fraud or willful misconduct. Purchaser's financial situation is such that Purchaser can afford to bear the economic risk of holding NFTs for an indefinite period of time, and Purchaser can afford to suffer the complete loss of the Purchase Price and NFTs.

**4.4.2.**The Purchaser confirms that he has obtained sufficient information in order to make an informed decision to purchase NFTs. Purchaser is not relying on the Company or any of its owners, directors, officers, counsels, employees, agents or representatives for legal, investment or tax advice. Purchaser represents that to the extent that Purchaser has any questions with respect to the purchase of NFTs, Purchaser has sought professional advice. Purchaser has sought independent legal, investment and tax advice to the extent that Purchaser has deemed necessary or appropriate in connection with Purchaser's decision to purchase NFTs described herein.

#### **4.5.Purchasing Site**

**4.5.1.**The Purchaser acknowledges that the Company has established Terms of Use for the Purchasing Site, which Terms of Use may be amended from time to time. Purchaser has read and has complied with and agrees to continue to comply with the Terms of Use for the Purchasing Site.

**4.5.2.**The Purchaser acknowledges that Purchaser shall be solely responsible for inputting and transmitting all required documentation correctly and accurately.

**4.5.3.**The Purchaser acknowledges access to the Purchasing Site may be limited, unavailable or interrupted at any time, including, but not limited to, during periods of peak demand, market volatility, system upgrades, maintenance, or during any other events impacting Purchaser, Company or third party providers providing systems or services necessary for the Purchasing Site to be available and that the Company will not be liable, and Purchaser will not attempt to hold the Company liable, for any losses arising out of or relating to any inaccuracies, duplications or errors in any purchase placed on the Purchasing Site or resulting transactions.

#### **4.6.Anti-Money Laundering. Funds and Payments**

**4.6.1.**To the extent required by applicable Laws, Purchaser has complied and will continue to comply with all anti-money laundering and counter-terrorism financing requirements.

**4.6.2.**The funds, including any fiat, virtual currency or cryptocurrency, Purchaser uses to purchase NFTs are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use, or permit the use of, Tokens to finance, engage in or otherwise support any unlawful activities. All



payments by or on behalf of Purchaser under this Agreement will be made only in Purchaser's name, from a digital wallet or bank account not located in a country or territory that has been designated as a non-cooperative country or territory.

#### **4.7.Risks**

By accepting this Agreement, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of NFTs, holding NFTs and using NFTs.

### **V.REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

In connection with the issuance and sale of the NFTs hereunder, the Company hereby represents and warrants to Purchaser that as of the date hereof and as of the Closing Date:

#### **5.1.Company Power and Authority**

**5.1.1.**The Company has all requisite power and authority to execute and deliver this Agreement and sell NFTs to Purchaser and to carry out and perform its obligations under this Agreement, in each case subject to the terms hereof. The Agreement constitutes a legal, valid and binding obligation of the Company enforceable against Company in accordance with its terms.

#### **5.2.Authorization**

**5.2.1.**This Agreement has been duly executed and delivered by the Company, and, upon the Closing, the NFTs will have been validly minted to Purchaser in accordance with the terms hereof. This Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (whether considered in a proceeding at law or equity)).

#### **5.3.No Conflict**

**5.3.1.**The execution, delivery and performance of this Agreement will not result in: (a) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (i) any provision of the Company's Articles of Association, (ii) any provision of any judgment, decree or order to which the Company is a party, by which it is bound, or to which any of its material assets are subject, (iii) any material contract, obligation or commitment to which the Company is a party or by which it is bound, or (iv) any applicable Laws; or (b) the creation of any material lien, charge or encumbrance upon any material assets of the Company.

### **VI.ADDITIONAL AGREEMENTS**

#### **6.1.Expenses**

**6.1.1.**All costs, fees and expenses incurred by a Party in connection with the performance of such Party's obligations hereunder and in connection with the transactions contemplated by this Agreement shall be paid by such Party regardless of whether this Agreement becomes

effective or is terminated. Each Party shall be solely liable for all of its own fees and costs incurred in any future transactions between the Parties.

#### **6.2.Transfer**

**6.2.1.**Purchasers may be unable to trade or otherwise dispose of ownership of the NFTs until the NFTs are launched on the OpenSea Exchange. **Potential Purchasers acknowledge that they may be required to bear the financial risks of the NFTs for an indefinite period of time.**

### **6.3.Additional Information**

**6.3.1.**Upon the Company's request, Purchaser agrees to provide the Company with all additional information that the Company deems necessary to comply with applicable Laws.

## **VII.TERMINATION**

### **7.1.General Termination Right**

**7.1.1.**This Agreement may be terminated by the Company by written (including electronic) notice to Purchaser at any time prior to the Closing Date, and any such termination shall be without liability on the part of the Company (or any of its affiliates, and its and their respective owners, directors, officers, employees, agents, advisors, or other representatives) to Purchaser. In the event of a termination pursuant to this Section 7.1: (a) the Company shall return promptly the Purchase Price to Purchaser without deduction, offset or interest accrued thereon and (b) this Agreement, and all of Purchaser's rights under this Agreement, shall immediately terminate and shall thereafter be of no further force or effect.

### **7.2.Termination Upon Purchaser's Breach**

**7.2.1.**In addition to the rights in Section 7.1, the Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Purchaser is in breach of any term of this Agreement. In the event of a termination pursuant to this Section 7.2, (a) all of Purchaser's rights in NFTs shall become immediately void and of no further force and effect, (b) all of Purchaser's rights under this Agreement shall immediately terminate, and (c) Purchaser shall not be entitled to any other recourse (including any refund for any amounts paid to the Company in connection with this Agreement).

### **7.3.Survival**

**7.3.1.**Notwithstanding anything to the contrary herein, the provisions of Section 7, Section 8, Section 9, and Section 10 shall survive the termination of this Agreement.

## **VIII.INDEMNIFICATION**

**8.1.**Purchaser hereby agrees to indemnify the Company, any of its affiliates, and its and their respective owners, directors, officers, employees, representatives and advisors, and to hold each of them harmless, from and against any loss, damage, liability, cost or expense, including reasonable attorneys' fees and costs of investigation, to which they may be put or which they may reasonably incur or sustain due to or arising out of (a) any inaccuracy in or breach of any representation or warranty of Purchaser or its affiliates or agents, whether contained in this Agreement or any other document provided by Purchaser to the Company in connection with Purchaser's investment in the NFTs (b) any nonfulfillment or breach of any covenant, agreement, or other provision by Purchaser or its affiliates or agents, whether contained in this Agreement or any other document provided by Purchaser to the Company in connection with Purchaser's investment in the NFTs, or (c) the sale or distribution of the NFTs in violation of any applicable Law or this Agreement. All indemnification provisions shall survive the termination of this Agreement.

## **IX.LIMITATION OF LIABILITY.NO WARRANTIES**

**9.1.**Except as expressly provided by this agreement and applicable Laws, the Company shall not be responsible or liable for any losses resulting directly or indirectly from: (a) any act or omission of Purchaser or agent of Purchaser or any error, negligence, or misconduct

of Purchaser; (b) failure of transmission or communication facilities; (c) any other cause or causes beyond the Company's control, including, without limitation, for reasons such as acts of God, fire, flood, strikes, work stoppages, acts of terrorism, governmental or regulatory action, delays of suppliers or subcontractors, war or civil disturbance, self-regulatory organization actions, telecommunication line or computer hardware failures and any other telecommunication failures; (d) the Company's reliance on any instructions, notices, or communications that it believes to be from an individual authorized to act on behalf of Purchaser, and Purchaser hereby waives any and all defenses that any such individual was not authorized to act on behalf of Purchaser; (e) government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond the Company's control, including without limitation extreme market volatility or trading volume; or (f) any action taken by Company to comply with applicable Laws or this Agreement.

**9.2.** To the maximum extent permitted by applicable laws and rules, the company, its affiliates, and its controlling persons, shareholders, directors, officers, employees and agents will not be responsible for any losses except that the company shall be responsible for any losses to the extent that such losses arise from the company's gross negligence, fraud or willful misconduct. In no event shall the company, its affiliates, controlling persons, shareholders, directors, officers, employees and agents be liable to purchaser or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages, or damages of any kind for lost profits or revenues, trading losses, inaccurate distributions, loss of business or data, even if advised of the possibility of any such damages and regardless of whether such liability is asserted on the basis of contract, tort or otherwise.

**9.3.** The company and its affiliates make no representation or warranty, express or implied, as to the services to be provided in accordance with this agreement, including the purchasing site, or the results to be achieved by the use thereof. The company and its affiliates disclaim all express, implied and statutory warranties including, without limitation, including warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. The company and affiliates do not guarantee the accuracy, quality, sequence, timelines, reliability, performance, completeness, continued availability, title or non-infringement of any data or third party provider services used in relation to the agreement and each disclaims any express or implied warranties. The services to be provided by the company (including the purchasing site) are provided on an "as is", "as available" basis without warranty of any kind to the maximum extent permitted by applicable laws and rules.

## **X.GENERAL PROVISIONS**

**10.1.Counterparts.** This Agreement may be executed in any number of counterparts, including by means of facsimile and electronic mail, including portable document format (pdf) or any electronic signature complying with the applicable legislation, each of which shall be an original but all of which together shall constitute one and the same instrument.

**10.2.No Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties. Further, (a) the Company may assign or transfer this Agreement without Purchaser's consent to its successors and assigns, including an affiliate of the Company, and (b) Purchaser may not assign this Agreement without the prior written consent of the



Company. Any purported assignment in violation of this provision shall be a breach of this Agreement and void *ab initio*.

**11.3. Governing Law. Venue.** This Agreement shall be governed by and construed in accordance with the domestic Laws of St. Vincent and the Grenadines without giving effect to any choice or conflict of laws provision or rule (whether of the St. Vincent and the Grenadines or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the St. Vincent and the Grenadines. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of any state and federal courts located within St. Vincent and the Grenadines, for any action, proceeding or investigation (“litigation”) arising out of or relating to this agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such venues).

**10.4. Amendment.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and Purchaser. The Company reserves the right to, prior to the Closing, modify the terms of the offering of the NFTs and the rights and attributes of the NFTs described in this Agreement in its sole discretion. If, prior to the Closing, the Company so amends the terms of the NFTs in any material respect, it will give notice of such amendment to Purchaser and provide Purchaser at least 3 (three) business days to withdraw its election to purchase NFTs as contemplated by this Agreement. Upon any such withdrawal, the Agreement will terminate and all funds received from Purchaser be promptly returned, without interest.

**10.5. Entire Agreement.** This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

**10.6. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to any Party when delivered by hand, when delivered by electronic mail, or when mailed, first-class postage prepaid, (a) if to Purchaser, at the electronic mail address set forth below Purchaser’s signature, or to such other electronic mail address as Purchaser shall have furnished to the Company in writing, and (b) if to the Company, at Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines, or to such other address or addresses or electronic mail address or addresses, as the Company shall have furnished to Purchaser in writing (provided that notice by electronic mail to the Company shall not be deemed given unless the Company has affirmatively acknowledged receipt of such notice).

**10.7. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, inoperative or unenforceable for any reason, this Agreement shall continue in full force and effect, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law, and the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

**10.8. No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors and assigns, and it is not the intention of the Parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

**10.9. Electronic Communications.** Purchaser agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company may provide to Purchaser pursuant to this Agreement or in connection with or related to Purchaser's purchase or ownership of NFTs, including this Agreement, may be provided by the Company, in its sole discretion, to Purchaser in electronic form.

**10.10. Construction.** The Parties acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the Parties.

**10.11. Available Rights and Waivers.** No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**10.12.** The official language of all documents of the Company is English. Translations of documents into other languages are provided for informative purposes only.