

# **NOXEL CORP.**

GLBX AND PLZA TOKEN AND NOXEL SHARES  
PURCHASE AND LIMITED LICENSE AGREEMENT

THE PURCHASE OF THE TOKENS & SHARE CARRY A RISK OF LOSS. SEE "RISK FACTORS" FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED PRIOR TO PURCHASING THE GLBX & PLZA & NOXEL SHARES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE. THERE IS NO ACTIVE MARKETS FOR THE EXCHANGE OF THE GLBX & PLZA & NOXEL SHARES INTO ANY CURRENCY, AND THERE IS NO ASSURANCE THAT ANY SUCH MARKET WILL DEVELOP. MOREOVER, THERE CAN BE NO ASSURANCE THAT THE GLBX & PLZA & NOXEL SHARES CAN BE PLEDGED, HYPOTHECATED OR OTHERWISE ASSIGNED. AND, THEREFORE, PROSPECTIVE PURCHASERS MUST BE ABLE TO BEAR THE COST OF ANY PURCHASE OF THE GLBX & PLZA & NOXEL SHARES IN MAKING A PURCHASE DECISION, PROSPECTIVE PURCHASER MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY, THE GLBX & PLZA & NOXEL SHARES AND THE TERMS OF THE PROPOSED SALE, INCLUDING THE MERITS AND RISKS INVOLVED. THE PURCHASER OF THE GLBX & PLZA & NOXEL SHARES MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THE PURCHASE FOR AN INDEFINITE PERIOD OF TIME. THE PRICE AT WHICH THE COMPANY INTENDS TO OFFER THE GLBX & PLZA & NOXEL SHARES IN THE PROPOSED SALE WAS DETERMINED BY COMPANY MANGEMENT IN AN ARBITRARY MANNER AND DOES NOT NECESSARILY BEAR ANY RELATIONSHIP TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

THIS HEREBY CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the "**Purchaser**") of the Purchase Amount (as defined herein) on or about 2019, to **Noxel Corp.**, an entity organized under the laws of Wyoming (the "**Company**" or "**Noxel Corp, x**"), the Company agrees to convey, sell and transfer the right to receive a certain number of the Company's **THE GLBX & PLZA & NOXEL SHARES** tokens (the **THE GLBX & PLZA & NOXEL SHARES**)(the "**Transaction**"), subject to the terms and conditions of this **THE GLBX & PLZA & NOXEL SHARES** Purchase Agreement (this "**Agreement**") set forth below.

1. **Payment and Delivery.**

(a) **Procedures for Payment.** The Company will accept payment for the Transaction (i) by personal or certified check payable in U.S. Dollars to the Company, (ii) by wire transfer of U.S. Dollars in immediately available funds pursuant to the wiring instructions set forth on Schedule C attached hereto, or (iii) by transfer of Bitcoin or Ether (with Bitcoin and Ether, respectively, valued as reasonably determined by the Company), in each case in accordance with the Company's instructions.

(b) **Network Launch.** If there is a Network Launch before the expiration or termination of this Agreement, in the TGE, the Company will sell and issue, or will cause the Token Issuer to sell and issue, to the Purchaser a number of Tokens equal to (x) the Purchase Amount divided by (y) the Purchase Price multiplied by the Discount Rate, if any. In connection with, as a condition to, and prior to the sale and issuance of Tokens by the Company or the Token Issuer to the Purchaser pursuant to this Section 1(b), upon notice by the Company to the Purchaser of the forthcoming TGE:

(i) The Purchaser will execute and deliver to the Company any and all other transaction documents related to the Transaction and the completion of the Token issuance as are reasonably requested by the Company, including, without limitation, verification of accredited investor status or non-U.S. person status under the applicable securities Laws, if applicable, agreement to any standard terms and conditions and other policies governing the Tokens, and agreement to any other documentation required of participants in the sale of Tokens in connection with the Network Launch (notwithstanding the Purchaser's prior or contemporaneous execution of this Agreement); and

(ii) The Purchaser will provide to the Company a network address to which the Purchaser's Tokens will be sent after the Network Launch; provided, that if the Purchaser fails to provide the network address to which the tokens should be issued, or provides an incorrect network address, the Purchaser will bear the sole responsibility and liability for any loss arising from such failure and will not be able to receive the Tokens, and the Company and the Token Issuer shall have no further obligation to the Purchaser or any other person, whether to sell or deliver the Tokens or to provide refund to the Purchaser, as a result of such failure.

(c) **The Purchaser's Right of Rejection.** The Purchaser shall have the right to review, inspect and evaluate the Tokens for substantial conformity with the requirements and criteria set forth in Schedule A. If the Purchaser identifies one or more material nonconformities with the requirements and criteria set forth in Schedule A, the Purchaser may, within five (5) business days after the issuance of its Tokens by the Company (the "**Rejection Period**"), reject all (but not less than all) of such Tokens by delivery to the Company (with a copy to the Token Issuer) of written notice of such rejection (a "**Rejection Notice**") setting forth in reasonable detail the material nonconformities. After receipt of a Rejection Notice and following the Company's confirmation in writing to the Purchaser that such material nonconformities exist (the date of such confirmation, the "**Confirmation Date**"), the Company will (x) at its sole option, elect to deactivate such Tokens or provide to the Purchaser a network address for the Company to which the Purchaser must send all such Tokens, and (y) following confirmation in writing by the Company of such deactivation or receipt by the Company of all of the Purchaser's Tokens, as applicable, pay to the Purchaser an amount equal in value (as reasonably calculated by the Company on the date of such payment by the Company to Purchaser) to the amount paid by the Purchaser to the Company on the date hereof pursuant to this Agreement in consideration for such Tokens; provided, that in the event that, as of the Confirmation Date, the Tokens are traded on one or more Exchanges, the Company will instead pay to the Purchaser an amount equal in value (as reasonably calculated by Company) to (i) the number of

Tokens purchased by the Purchaser under this Agreement multiplied by (ii) the average price per Token (as calculated by the Company) for a particular calendar day selected by the Company (in its sole discretion; provided, that the trading volume for the Tokens on such Exchange on such selected date shall be not less than the average trading volume for the Tokens on such Exchange for the period beginning five (5) calendar days prior to such selected date) on an Exchange specified by the Company on which the Tokens then are traded (as reasonably determined by Company); provided, further, that any such payment made by the Company to the Purchaser pursuant to this Section 1(c) may be made by the Company in the form of U.S. Dollars or digital assets (as determined by the Company in its sole discretion). All determinations and calculations made by the Company pursuant to this Section 1(c) will be deemed conclusive, absent manifest error. For the avoidance of doubt, the Tokens may have rights, terms, features or other qualities in addition to or different from those set forth on Schedule A, but such qualities shall not be a basis for rejection by the Purchaser unless such rights, terms, features or other qualities of the Token also result in material nonconformities with the requirements and criteria set forth on Schedule A.

(d) Executory Agreement. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that this Agreement constitutes an executory contract to sell Tokens in the future rather than a binding contract for the sale of Tokens as of the date hereof.

(e) Limited License. As further consideration for the Purchase Amount, the Company hereby grants to the Purchaser a limited license to access and use the Network. Provided, however, that such license shall be evidenced only by the continued ownership of the Tokens, and shall terminate immediately as to Purchaser upon assignment, conveyance, sale or transfer of the Tokens. Nothing herein shall grant a specific contractual right independent of the Tokens.

2. **Definitions**. As used in this Agreement, the following terms have the meanings set forth below in this Section 2:

“**Affiliate**” means any Person which, directly or indirectly, controls, is controlled by or is under common control with another Person. For purposes of the foregoing, “control,” “controlled by” and “under common control with” with respect to any Person shall mean the possession, directly or indirectly, of the power (i) to vote 10% or more of the securities having ordinary voting power of the election of directors of such Person, or (ii) to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“**Agreement**” has the meaning specified in the preamble.

“**Globex Network**” means a platform limited to Members, which is expected to be created within an application that is expected to enable Members to use Tokens to access such platform for the purposes of depositing, purchasing and selling cryptocurrency.

“**Company**” has the meaning specified in the preamble.

“**Confirmation Date**” has the meaning specified in Section 1(c).

“**Deadline Date**” has the meaning specified in Section 5(c).

“**Debtor Relief Laws**” means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“**Discount Rate**” means the percentage by which the Purchase Price offered by the Token Issuer to purchasers in the TGE is discounted at any given time.

“**Dissolution Event**” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**Dissolving Purchasers**” has the meaning specified in Section 5(b).

“**Exchange**” means any exchange, trading or similar platform on which a greater than *de minimis* amount of the Tokens (as determined by the Company in its sole discretion) are traded on a daily basis.

“**FPO**” has the meaning specified in Section 4(h).

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, 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.

“**JAMS**” has the meaning specified in Section 7(f).

“**Laws**” means laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.

“**Member**” means any Person who completes a profile on the Globex Network and deposits a Token to activate a smart contract on the platform.

“**Network Launch**” the bona fide public release of a public Globex client that conforms to the specifications for the Globex Network, as

determined in good faith by the Company.

“**Person**” means natural person or legal entity or person, including, without limitation, a government or political subdivision or an agency or instrumentality thereof.

“**Purchase Price**” means the price per Token offered by the Token Issuer to purchasers in the TGE in connection with the Network Launch (or, in the event of a variable price, the minimum price offered to such purchasers, excluding, for the avoidance of doubt, for these purchases any discounted prices offered in connection with other agreements to sell Tokens in the future (“**Similar Transactions**”)).

“**Purchaser**” has the meaning specified in the preamble.

“**Rejection Notice**” has the meaning specified in Section 1(c).

“**Rejection Period**” has the meaning specified in Section 1(c).

“**Returned Purchase Amount**” has the meaning specified in Section 5(b).

“**Securities Act**” has the meaning specified in Section 4(h).

“**TGE**” means the event at which the Tokens are generated and sold and issued by the Token Issuer in connection with the Network Launch, i.e., the token generation event.

“**Token Issuer**” means the Company or, in the event a Person other than the Company is the issuer of the Tokens at the time of the TGE, such other Person.

“**Use Restriction**” has the meaning specified in the preamble.

### 3. **Company Representations.**

(a) The Company is a corporation duly established, validly existing and in good standing under the laws of the State of Wyoming and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Agreement is, to the Company’s knowledge, within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other Laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or bylaws or (ii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company.

(c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) To the knowledge of the Company, No consent, approval, order or authorization of, or designation, registration, declaration or filing with, any federal, state, local or other governmental authority on the part of Company is required in connection with the valid execution and delivery of this Agreement and the Tokens.

(d) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS OR THE GLOBEX NETWORK, INCLUDING, WITHOUT LIMITATION, ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY’S BEHALF.

(e) THE COMPANY, IN ITS INDEPENDENT ANALYSIS, AND IN CONJUNCTION WITH ITS LEGAL ADVISORS, HAS A GOOD FAITH BELIEF THAT THE PROPOSED SALE DOES NOT CONSTITUTE AN OFFERING OF “SECURITIES” UNDER PREVAILING LAW. ACCORDINGLY, THE TOKENS BEING TO BE SOLD IN THE PROPOSED SALE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY NATION. THE LAWS OF NATIONS IN WHICH THE PROPOSED SALE IS BEING MADE GENERALLY PROVIDE THAT PURCHASERS OF SECURITIES MAY NOT SELL, TRANSFER OR DISPOSE OF UNREGISTERED SECURITIES UNLESS A VALID EXEMPTION FROM REGISTRATION APPLIES. NOTHING HEREIN SHALL BE DEEMED TO BE AN AFFIRMATION OR LEGAL DETERMINATION OF SUCH BELIEF AND ACCORDINGLY NO SUCH REPRESENTATIONS ARE MADE TO THE PURCHASER.

(f) THE COMPANY, IN ITS INDEPENDENT ANALYSIS, AND IN CONJUNCTION WITH ITS LEGAL ADVISORS, HAS A

GOOD FAITH BELIEF THAT THE TOKENS CONSTITUTE A “COMMODITY” AS DEFINED IN THE COMMODITIES EXCHANGE ACT. ACCORDINGLY, THE COMPANY HAS NOT SOUGHT TO REGISTER AS A COMMODITY FUTURES MERCHANT OR COMMODITY POOL OPERATOR WITH THE COMMODITIES FUTURES TRADING COMMISSION. NOTHING HEREIN SHALL BE DEEMED TO BE AN AFFIRMATION OR LEGAL DETERMINATION OF SUCH BELIEF AND ACCORDINGLY NO SUCH REPRESENTATIONS ARE MADE TO THE PURCHASER.

(g) The valid execution and delivery of this Agreement and the Tokens has not been recommended by any federal or state regulatory authority. These authorities have not confirmed the accuracy or determined the accuracy of the terms and conditions of this Agreement.

4. **Purchaser Representations.** The Purchaser hereby irrevocably represents and warrants to the Company the following:

(a) The Purchaser has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency or other Laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(b) THE PURCHASER AGREES AND CERTIFIES THAT THE PURCHASER IS ACQUIRING THE TOKENS FOR ITS OWN PERSONAL USE AND UTILITY, TO PARTICIPATE IN THE GLOBEX NETWORK, AND NOT FOR INVESTMENT OR FINANCIAL PURPOSES. The Purchaser has been advised that notwithstanding the foregoing, this Agreement may be a security under the Laws of certain jurisdictions and, when issued, the Tokens issuable hereunder may be securities under the Laws of certain jurisdictions, and that the offers and sales pursuant to this Agreement and of the Tokens have not been registered under any country’s securities Laws and, therefore, may not be able to be resold except in compliance with each applicable country’s Laws. Except as specifically stated herein, no other person has a direct or indirect beneficial interest in the Tokens. The Purchaser has relied upon its own investigation, legal and other advisors to determine that the Tokens which I am purchasing are not defined as “securities” in accordance with the definitions provided by the Securities Act of 1933 or the Securities Exchange of 1934.

(c) The Purchaser therefore further agrees and certifies that it is entering into this Agreement and this Transaction for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution or assignment of this Agreement or the Tokens, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing or assigning the same. By signing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to this Agreement or any of the Tokens. The Purchaser has not been formed for the specific purpose of entering into this Agreement and acquiring any of the Tokens.

(d) The Purchaser understands and acknowledges that no public market now exists for the Tokens, and that the Company has made no assurances that a public market will ever exist for the Tokens. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of entry into this Agreement and acquiring the Tokens, is able to incur a complete loss of the Purchase Amount without impairing the Purchaser’s financial condition and is able to bear the economic risk of not receiving the Tokens or any return of the Purchase Amount for an indefinite period of time. The Purchaser agrees to complete the and submit to the Company the Purchaser Information Form attached hereto as Exhibit A.

(e) Because the Tokens are not registered, the Purchaser is aware that should the Tokens be hereinafter determined to be a “security” I may be compelled to hold the Tokens indefinitely unless they are registered under the Act and any applicable state securities laws or I must obtain exemptions from such registration. The Purchaser acknowledges that the Company has no obligation to register or qualify this Agreement or the Tokens for resale

(f) The Purchaser hereby confirms it is familiar with the technology, business environment, regulatory environment and other factors related to and affecting blockchain-based projects and innovations, smart contracts and the issuance and sale of blockchain tokens. The Purchaser hereby further confirms that it has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of entry into this Agreement and acquiring the Tokens and is able to bear the risks thereof. The Purchaser is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to enter into this Agreement and acquire the Tokens. The Purchaser understands that entering into this Agreement and acquiring the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (i) the Tokens will not conform to the description set forth on Schedule A, (ii) the technology associated with the Globex Network will not function as intended; (iii) the Globex Network and Network Launch will not be completed; (iv) the Globex Network will fail to attract sufficient interest from key stakeholders; and (v) the Company and/or the Globex Network may be subject to investigation and punitive actions from Governmental Authorities. The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an “AS IS” and “UNDER DEVELOPMENT” basis, except only to the extent the Purchaser may be entitled to exercise rejection rights under Section 1(b) hereof. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

(g) THE PURCHASER UNDERSTANDS THAT THE TOKENS, BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL AND ETHER ARE NEW AND UNTESTED TECHNOLOGIES AND THAT FACTORS OUTSIDE THE COMPANY’S CONTROL AND ADVERSE CHANGES IN MARKET AND LEGAL CONDITIONS OR TECHNOLOGY WILL EXCUSE THE COMPANY’S DELIVERY OF TOKENS, SUBJECT ONLY TO PURCHASER’S RIGHTS UNDER SECTION 1(C) AND SECTION 5(B), AS APPLICABLE. THE PURCHASER FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE RISKS INHERENT IN THE TRANSACTION, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH ON SCHEDULE B. FOR THE AVOIDANCE OF DOUBT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT IN CONNECTION WITH THE PURCHASER’S RIGHTS UNDER SECTION 1(C), SECTION 5(B) AND SECTION 5(C), THE COMPANY SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO LAUNCH THE GLOBEX NETWORK OR CONSUMMATE THE NETWORK LAUNCH.

(h) The Purchaser understands that Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser pursuant to Section 1(a) of the instrument) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

(i) The Purchaser affirms that no notice is required to be given to any person, court, or government or any agency thereof by it in connection with the valid execution and delivery of this Agreement and the Tokens. Moreover, there are no actions, suits, proceedings or investigations, at law or in equity or by or before any court, government, administrative agency or arbitrator of any nature, that might have an effect on the consummation of the transactions contemplated by this Agreement and that are pending or threatened against, involving, or affecting it.

(j) **The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company or any other Person outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any presentation, technical paper, white paper, social media content or website posting.**

(k) The Tokens do not entitle, and the Purchaser has no expectation whatsoever of the Tokens providing to, the Purchaser or any Member any voting or economic interests (including, without limitation, rights to profits or distributions at any time or from time to time) or any other rights or interests whatsoever except those that are expressly specified on Schedule A.

(l) This Agreement does not entitle, and the Purchaser has no expectation whatsoever of this Agreement providing to, the Purchaser or any other Person any voting or economic interests (including, without limitation, rights to profits or distributions at any time or from time to time) or any other rights or interests whatsoever, except those that are expressly specified in this Agreement.

## 5. *Covenants.*

(a) Use of Proceeds. The Company agrees that proceeds from the Transaction pursuant to this Agreement shall be used for completion of development of the Globex Network, conducting the Network Launch and the TGE, and for general corporate and working capital purposes. The Company shall not use proceeds of the Transaction to pay any dividend or make any distribution of any kind on the Company's capital stock, or purchase, redeem or otherwise acquire, directly or indirectly, any capital stock of the Company, any options or other rights to acquire capital stock of the Company, except for the repurchase of such securities from former employees of or consultants to the Company at the original issue price paid therefor pursuant to contractual rights of the Company upon the termination of such employees' or consultants' employment by or provision of service to the Company.

(b) Dissolution Event. If there is a Dissolution Event before this Agreement expires or terminates, the Company will pay an amount equal to the Purchase Amount (the "**Returned Purchase Amount**"), due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event, to the extent funds are available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Purchaser and all holders of all other Agreements (the "**Dissolving Purchasers**"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective Returned Purchase Amounts, then the remaining assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the Returned Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 5(b). All distributed amounts (if any) shall be in U.S. Dollars.

(c) Termination. This Agreement will expire and terminate upon the earlier of (i) the expiration of the Rejection Period, if Tokens have been issued to the Purchaser pursuant to Section 1(c); (ii) the payment, or setting aside for payment, of amounts then due and payable to the Purchaser pursuant to Section 5(b); or (iii) December 31, 2019 (the "**Deadline Date**"), if the Network Launch has not occurred as of such date; provided, that the Company shall have the right to extend the Deadline Date by sixty (60) days, in its sole discretion; provided, further, that in the case of clause (i) where the Purchaser has validly exercised Rejection Rights and in the case of clause (iii) (subject to any extension of the Deadline Date), the Company shall have the obligation to repay to the Purchaser the Purchase Amount.

(d) No Shareholder Rights. The Purchaser is not entitled, as a holder of this Agreement, to vote or receive dividends or be deemed a shareholder of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

(e) Rights. By entering into this Agreement and purchasing the Tokens, the Purchaser shall not gain any proprietary or contractual or any other rights or interests in any computer hardware or software used by the Company or its affiliates, except for the rights provided for in the terms and conditions applicable to the Tokens and any other agreements entered into or applicable pursuant to Section 1(b)(i). The Company retains all right, title and interest in all of its intellectual property, including, without limitation, inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, data and ideas, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. The Purchaser shall not use any of the Company's intellectual property for any reason, except with the Company's express, prior written consent.

For the avoidance of any doubt, the Purchase Amount paid by the Purchaser to the Company under this Agreement is the Company's consideration for the agreement to sell Tokens to the Purchaser and upon payment, belongs wholly to the Company and is not in any way held in trust for the Purchaser, nor shall the Purchaser have any further rights to the Purchase Amount. The Company does not manage the Purchase Amount or any equivalent amount for the Purchaser, whether to generate any profit or income or otherwise. The Company may or may not pool the Purchase Amount together with any other sums received by the Company in return for the sale of Tokens. The Purchaser will also not have any right, interest,

or benefit in such pool should such pooling occur or any profits, income, payment or returns derived therefrom or from any Purchase Amounts paid to the Company, or in any sums paid out from the forgoing.

(f) **Tax Matters.** The Purchaser agrees to treat this Agreement as an executory contract to sell Tokens in the future for tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment unless required by applicable law, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction. The Purchaser acknowledges and understands that significant aspects of the tax treatment of the matters and transactions pursuant to this Agreement are uncertain and the applicable tax authority could assert a different tax treatment than described above. The Purchaser understands and acknowledges that the Company has not sought a ruling from any tax authority, nor has the Company obtained an opinion of counsel, with respect to any tax issues relating to the matters and transactions under this Agreement. Because of this uncertainty, the Purchaser represents that it has consulted with its own tax advisor about its own tax situation. The Purchaser bears sole responsibility for any taxes as a result of the matters and transactions that are the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Tokens to the Purchaser pursuant to Section 1(b) of this Agreement) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.

(g) **Confidentiality.** Except as required by law, the Purchaser shall not, and shall cause its officers, directors, employees and their representatives and affiliates not to, discuss the terms of this Agreement or the Tokens with any third party other than the Purchaser's accountants, tax advisors or attorneys who are subject to confidentiality obligations no less comprehensive than those included in this Agreement. In addition, the Purchaser shall not use the name or marks of the Company or any of its affiliates in any manner, context or format (including, without limitation, reference on or links to websites, press releases, etc.) without the prior written approval of the Company. Notwithstanding the foregoing, each party may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the matters and transactions under this Agreement and all materials of any kind (including opinions or other tax analyses, if any) that are provided to the other party relating to such tax treatment and tax structure. For this purpose, "tax structure" means any facts relevant to the U.S. federal income tax treatment of any transaction under this Agreement.

(h) **KYC Documentation.** The Purchaser acknowledges that pursuant to any applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws, whether within Wyoming or elsewhere (collectively, including any guidelines or orders thereunder, the "**AML Legislation**"), the Company may be required to obtain, verify and record information regarding the Purchaser, its directors, partners, authorized signing officers, direct or indirect shareholders or other persons in control of such Purchaser, and the transactions contemplated by this Agreement. Each Purchaser agrees to promptly provide, or cause to be provided, all such information, including supporting documentation and other evidence, as may be reasonably requested by the Company, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

## 6. **Miscellaneous.**

(a) This Agreement sets forth the entire agreement and understanding of the parties hereto relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This Agreement is one of a series of similar agreements entered into by the Company from time to time to sell Tokens in the future. Any provision of this Agreement, including, without limitation, Schedule A, may be amended, waived or modified upon the written consent of the Company and the Purchaser. Any provision of this Agreement, including, without limitation, Schedule A, may also be amended, waived or modified upon the written consent of the Company and the holders of a majority, in the aggregate, of all amounts paid to the Company with respect to all Similar Transactions of the Tokens outstanding at the time of such amendment, waiver or modification, provided, however, that the consent of the Purchaser shall also be required for any amendment, waiver or modification that treats the Purchaser different from any other Persons pursuant to Similar Transactions or changes the Bonus Rate or Restricted Period.

(b) Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party; provided, however, that to the extent a Token Issuer (other than the Company) issues the Tokens, the Company will provide notice to the Purchaser of such Token Issuer's address.

(c) Neither this Agreement nor any of the rights contained herein may be assigned, delegated or sublicensed, by operation of law or otherwise, by either party without the prior written consent of the other; and provided, however, that the Company may assign this Agreement in whole, without the consent of the Purchaser, (i) in connection with a reincorporation to change the Company's domicile, (ii) to the Token Issuer, and (iii) in connection with a change in control or sale of substantially all of the assets of the Company. Any purported assignment, delegation or sublicense in violation of this Section 6(c) will be deemed null and void, ab initio, and of no force or effect.

(d) In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and of no force and effect and will not affect any other provision of this Agreement, and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(e) The Purchaser agrees that the Purchaser has no right against the Company or any other Person except in the event of the Company's material breach of this Agreement or intentional fraud. **THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY BY THE PURCHASER ON THE DATE HEREOF PURSUANT TO THIS AGREEMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR**

REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT.

(f) This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Wyoming without regard to its or any other jurisdiction's choice of law or conflicts of law rules that would result in the application of the laws of any other jurisdiction. Any and all disputes arising out of, concerning, or related to this Agreement, or to the interpretation, performance, breach or termination thereof shall be referred to and resolved by arbitration administered in Cheyenne, Wyoming, in accordance with the then current Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("*JAMS*"), or its successor, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator appointed by JAMS in accordance with its rules. The decision of the arbitrator as to any claim or dispute shall be final, binding, and conclusive upon the parties hereto. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator. In the event that recourse to the courts shall be necessary for the purpose of determining any question of law required to be determined for arbitration or for interim or conservatory relief, including, without limitation, a temporary restriction order or preliminary injunction (as necessary), the parties hereto hereby submit to the exclusive jurisdiction of the courts of Wyoming agree not to commence any suit, action or proceeding relating thereto except in such courts, and waive, to the fullest extent permitted by law, the right to move to dismiss or transfer any action brought in such courts on the basis of any objection to personal jurisdiction or venue. If, for the purposes of obtaining or enforcing any judgment hereunder, it is necessary to convert a sum due hereunder in U.S. Dollars into another currency, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Company could purchase U.S. Dollars with such other currency at the buying spot rate of exchange in the New York foreign exchange market on the business day immediately preceding that on which any such judgment, or any relevant part thereof, is given. EACH PARTY HEREBY KNOWINGLY AND IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE TOKENS OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

(g) The Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement, including, without limitation, to enable the Company or the transactions contemplated by this Agreement to comply with applicable Laws.

(h) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, including without limitation, launching the Globex Network or consummating the Network Launch, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (iv) Laws; or (v) action by any Governmental Authority.

(i) To the extent that any payment by or on behalf of the Purchaser is made to the Company, and such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including, without limitation, pursuant to any settlement entered into by the Company in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made.

(j) The title of, and section headings in, this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(k) All notices and other communications provided for hereunder shall be in writing, electronic communication (including email) or by facsimile and addressed, delivered or transmitted to the appropriate party hereto at the address, email address or facsimile number of such party set forth on the signature page to this Agreement or at such other address, email address or facsimile number as may be designated in writing by such party in a notice to each of the other parties hereto, in each case with a copy to an Person specified on such signature page or other designation in writing. Subject to the requirements of the immediately preceding sentence, any notice or other communication (i) if mailed and properly addressed with postage prepaid or if properly addressed and sent by pre-paid courier service, shall be deemed given when received, (ii) if transmitted by email, shall be deemed given upon the sender's receipt of a written acknowledgment sent by the intended recipient (including by return email) and (iii) if transmitted by facsimile, shall be deemed given when transmitted and electronically confirmed.

Noxel Corp,

By: /s/ Simon Belski

President & CEO,

IN WITNESS WHEREOF, the undersigned have caused this  
Token and Shares Purchase and Limited License Agreement to be duly executed and delivered.



**Exhibit A – Purchaser Information Form**

THIS PURCHASER INFORMATION FORM IS DIVIDED INTO THREE PARTS.

- **ALL PURCHASERS ARE REQUIRED TO COMPLETE PART I.**
- **PURCHASERS WHO ARE NATURAL PERSONS OR GRANTOR TRUSTS MUST COMPLETE PART II.**
- **ALL OTHER PURCHASERS MUST COMPLETE PART III.**

**PART I  
PURCHASER INFORMATION**

TO BE COMPLETED BY ALL PURCHASERS

**Identity of Purchaser**

- |                                                              |                                                                   |
|--------------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Individual                          | <input type="checkbox"/> Tax-exempt endowment                     |
| <input type="checkbox"/> Joint (spouses)                     | <input type="checkbox"/> Other tax-exempt organization            |
| <input type="checkbox"/> Joint (other)                       | <input type="checkbox"/> Employee benefit plan (self-directed)    |
| <input type="checkbox"/> Personal trust (taxable to grantor) | <input type="checkbox"/> Employee benefit plan (trustee directed) |
| <input type="checkbox"/> Personal trust (other)              | <input type="checkbox"/> Fund of funds                            |
| <input type="checkbox"/> Individual retirement account       | <input type="checkbox"/> Family partnership, partnership or LLC   |
| <input type="checkbox"/> Charitable trust                    | <input type="checkbox"/> Corporation                              |
| <input type="checkbox"/> Private tax-exempt foundation       | <input type="checkbox"/> Business entity (other)                  |

For each taxable entity checked above, is the entity treated under U.S. federal income tax purposes as:  a C corp,  an S corp,  a partnership, or  a disregarded entity.

**Electronic Delivery of Reports and Other Communications**

With your consent, the Company may make reports and other communications available in an electronic format, such as e-mail or by posting on a web site (with notification of the posting by e-mail). Any e-mail notification regarding posting on a web site will indicate instructions for accessing the website and the duration for which the materials will remain available.

Do you consent to receive deliveries of reports and other communications, from the Company (including annual and other updates of our consumer privacy policies and procedures) exclusively in electronic form without separate mailing of paper copies?

- Yes       No

**Information regarding Actual Ownership of the Tokens**

Is the Purchaser subscribing for the Tokens with the intent to sell, distribute or transfer the Tokens to any other person or persons?

- Yes       No

Is the Purchaser subscribing for the Tokens as agent, nominee, trustee, partner or otherwise on behalf of, for the account of or jointly with any other person or entity?

- Yes       No

Will any other person or persons have a beneficial interest in the Tokens acquired (other than as a shareholder, partner or other beneficial owner of

equity interests in the Purchaser)?

Yes  No

Does the Purchaser control, or is the Purchaser controlled by or under common control with, any other existing or prospective investor in the Company?

Yes  No

Note: If any of the above questions were answered “Yes,” please provide identifying information or contact the Company:

**Private Investment Fund Experience**

Has the Purchaser previously made an investment in a private investment fund in which the manager is entitled to compensation based on the fund’s investment performance?

Yes  No

**Net Worth**

Is the Purchaser’s net worth more than 10 times the amount of the commitment?

Yes  No

**Qualified Client**

The Purchaser (or the grantor, in the case of a grantor trust) is a natural person or an entity who, at the time of subscription (a) has a net worth<sup>1</sup> (together, in the case of a natural person, with assets held jointly with that person’s spouse), in excess of \$2,100,000 or (b) has no less than \$1,000,000 in aggregate under management in the Company

Yes  No

Does the Purchaser meet either of the following wealth classifications?

- The Purchaser is a *natural person* whose individual net worth<sup>2</sup>, or joint net worth with that person’s spouse, at the time of purchase, exceeds \$1,000,000.
- The Purchaser is a *natural person* with individual income (without including any income of the Purchaser’s spouse) in excess of \$200,000 or joint income with that person’s spouse of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year

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<sup>1</sup> In calculating net worth for this purpose, do not include the person’s primary residence as an asset. Additionally, do not include as a liability any indebtedness that is secured by that residence that meets the following two conditions: (i) it does not exceed the estimated fair market value of that residence, and (ii) it has either been outstanding for 60 days or was incurred as a result of the acquisition of the residence.

<sup>2</sup> In calculating net worth for this purpose, do not include the person’s primary residence as an asset. Additionally, do not include as a liability any indebtedness that is secured by that residence that meets the following two conditions: (i) it does not exceed the estimated fair market value of that residence, and (ii) it has either been outstanding for 60 days or was incurred as a result of the acquisition of the residence.

**DEFINITION OF "INVESTMENTS"**Investments:

Securities, other than securities of an issuer that controls, is controlled by, or is under common control with, the Purchaser that owns such securities, unless the issuer of such securities is:

1. An investment company or a company that would be an investment company but for the exclusions or exemptions provided by the Investment Company Act, or a commodity pool;
2. A Public Company (as defined below); or
3. A company with shareholders' equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements; provided, that such financial statements present the information as of a date within 16 months preceding the date on which the Purchaser acquires the Tokens;

Real estate held for investment purposes;

Commodity Interests (as defined below) held for investment purposes;

Physical Commodities (as defined below) held for investment purposes;

To the extent not securities, Financial Contracts (as defined below) entered into for investment purposes;

In the case of a Purchaser that is a company that would be an investment company but for the exclusions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act, or a commodity pool, any amounts payable to such Purchaser pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Purchaser upon the demand of the Purchaser; and

Cash and cash equivalents (including non-U.S. currencies) held for investment purposes.

Real estate that is used by the owner or a Related Person (as defined below) of the owner for personal purposes, or as a place of business, or in connection with the conduct of the trade or business of such owner or a Related Person of the owner, will NOT be considered real estate held for investment purposes; *provided*, that real estate owned by an Purchaser who is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. However, residential real estate will not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Code.

A Commodity Interest or Physical Commodity owned, or a Financial Contract entered into, by the Purchaser who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests, Physical Commodities or Financial Contracts in connection with such business may be deemed to be held for investment purposes.

Commodity Interests: commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of:

- (a) A company with shareholders' equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements; provided, that such financial statements present the information as of a date within 16 months preceding the date on which the Purchaser acquires the Tokens;
- (b) Any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder; or
- (c) Any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act.

Financial Contract: any arrangement that:

- (a) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;
- (b) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and

- (c) is entered into in response to a request from a counter party for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement.

Physical Commodities: any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

Public Company: a company that:

- (d) files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended; or
- (e) has a class of securities that are listed on a Designated Offshore Securities Market, as defined by Regulation S of the Securities Act.

Related Person: a person who is related to the Purchaser as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Purchaser, or is a spouse of such descendant or ancestor; *provided*, that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such an owner. “Family Company” means a company, partnership or trust that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established for the benefit of such persons.

For purposes of determining the amount of investments owned by a company, there may be included investments owned by majority-owned subsidiaries of the company and investments owned by a company (“Parent Company”) of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person’s investments any investment held jointly with such person’s spouse, or investments in which such person shares with such person’s spouse a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment in the Tokens are qualified purchasers, there may be included in the amount of each spouse’s investments any investments owned by the other spouse (whether or not such investments are held jointly). There shall be deducted from the amount of any such investments any amounts specified by paragraph 2(a) in the Valuation of Investments section herein incurred by such spouse.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person’s investments any investments held in an individual retirement account or similar account the investments of which are directed by and held for the benefit of such person.

## VALUATION OF INVESTMENTS

The general rule for determining the value of investments in order to ascertain whether a person is a qualified purchaser is that the value of the aggregate amount of investments owned and invested on a discretionary basis by such person shall be their fair market value on the most recent practicable date or their cost. This general rule is subject to the following provisos:

1. In the case of Commodity Interests, the amount of investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and
2. In each case, there shall be deducted from the amount of investments owned by such person the following amounts:
  - (a) The amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the investments owned by such person;
  - (b) A Family Company, in addition to the amounts specified in paragraph (a) above, shall have deducted from the value of such Family Company's investments any outstanding indebtedness incurred by an owner of the Family Company to acquire such investments.

#### SCHEDULE A – THE GLBX & PLZA & NOXEL SHARES DESCRIPTION

Capitalized terms used and not defined in this Schedule A have the respective meanings assigned to such terms in the Agreement to which this Schedule A is attached.

Following the Network Launch, the Token is expected to be used within an application by persons as payment for such persons to register as a Member (after completion by such persons of an application process to be determined by the Company in its sole discretion) that may access the Globex Network.

Following the Network Launch and after a Member has registered as a Member and accessed the Globex Network, the **GLBX & PLZA & NOXEL SHARES** is expected to be used within an application by a Member as payment for such Member to access the Globex Network to deposit, buy, and sell cryptocurrencies on and under terms and conditions to be determined by the Company in its sole discretion.

Globex Network anticipates the **GLBX & PLZA & NOXEL SHARES** will be an ERC-20 token unless another Ethereum token protocol becomes the industry standard.

## **Schedule B – Risk Factors**

Capitalized terms used and not defined in this Schedule B have the respective meanings assigned to such terms in the Agreement to which this Schedule B is attached.

### **Risks Associated with the Company**

***We are a developmental stage company and expect to incur significant operating losses for the foreseeable future.***

We have limited operating history. We have not generated any significant revenues as of the date of this circular. The likelihood of the Company obtaining sufficient market share so as to become profitable must be considered in light of the expenses, difficulties, complications and delays encountered with starting a venture of this kind. Specifically, we are faced with significant competition and barriers to entry from established, highly capitalized competitors. Accordingly, we expect to incur significant losses in the foreseeable future. We recognize that if we are unable to generate funding, we will not be able to earn profits or continue operations. There exists no history upon which to base any reasonable assumption as to the likelihood that we will generate revenues or ever achieve profitable operations. We expect to continue to generate operating losses and experience negative cash flow and it is uncertain whether we will achieve future profitability. We expect to continue to incur operating losses until such time, if ever, as we are able to achieve sufficient levels of revenue from operations. Our ability to commence revenue operations and achieve profitability will depend on our products functioning as intended, the market acceptance of our technology and our capacity to develop, introduce and bring additional products to market. There can be no assurance that we will ever generate sales or achieve profitability. Accordingly, the extent of future losses and the time required to achieve profitability, if ever, cannot be predicted at this point.

### ***Additional Financing.***

We may need to raise additional capital beyond the amounts sought in the Proposed Sale. There is no assurance that the Company will be able to obtain additional financing. In the absence of additional financing, the Company may not be able to continue to develop its technology at a commercially reasonable rate. If that is the case, the Company may become uncompetitive within the marketplace and be unable to fully execute its business plan.

***We have broad discretion in the application of proceeds.***

We intend to use the net proceeds of this Token sale primarily fund operations. Due to the number and variability of factors that will be analyzed before we determine how to use such net proceeds, we will have broad discretion in allocating a significant portion of the net proceeds from this Token sale without any action or approval of our stockholders. Specifically, as we have not engaged in significant efforts to market our product, upon doing so, our management, in its sole and absolute discretion, may determine that the net proceeds of this Token sale are best applied to, for instance, employee wages and commissions as opposed to direct marketing efforts. Management shall endeavor to apply the net proceeds of this Token sale in any such manner which it deems to be most appropriate and necessary for the Company to reach profitability, however, it does not guarantee that the application of funds will result in profitability. Prospective purchasers will not have the opportunity to evaluate the economic, financial and other relevant information which will be considered by us in determining the application of such net proceeds.

### ***Net Worth of the Company.***

The Company has no material net worth.

### ***Reliance on Company Management.***

Prospective purchasers assessing the risks and rewards of this investment should appreciate that they will, in large part, be relying on the good faith and expertise of the management of the Company. The Bylaws of the Company does not provide a mechanism for the removal of management. It is likely that an act of fraud or gross negligence or the failure to meet the performance standard would only be recognized by the Company if it were a decision made by a court of law. It may therefore be difficult, time-consuming and expensive to remove the management of the Company.

### ***General Economic and Market Conditions.***

Segments of our industry have experienced significant economic downturns characterized by decreased product demand, price erosion, work slowdowns and layoffs. The Company's operations may in the future experience substantial fluctuations from period to period as a consequence of general economic conditions affecting the timing of orders from major customers and other factors affecting capital spending. Therefore, any economic downturns in general would have a material adverse effect on the Company's business, operating results and financial condition.

### ***Our Business is Dependent on New Laws Pertaining to Cryptocurrency***

Continued development of the cryptocurrency industry may be impacted by future legislation regarding the use of cryptocurrency. Any number of factors outside of our control could slow or product development and marketing efforts. New legislation that restricts the use of cryptocurrency may have a material adverse impact on our business prospects.

### **Risks Associated with Operations**

***The processing, storage, use and disclosure of personal data could give rise to liabilities as a result of governmental regulation, conflicting legal requirements or differing views of personal privacy rights.***

We receive, transmit and store a large volume of personal information and other user data (including credit card data) in connection with the processing of search queries, the provision of online products and services, transactions with users and customers and advertising on our mobile application. The sharing, use, disclosure and protection of this information are determined by the respective privacy and data security policies of our various businesses. These policies are, in turn, subject to federal, state and foreign laws and regulations, as well as evolving industry standards and practices, regarding privacy and the storing, sharing, use, disclosure and protection of personal information and user data (for example, various state regulations concerning minimum data security standards, industry self-regulating principles that become standard practice and more stringent contractual protections regarding privacy and data security (and related compliance obligations).

In addition, if an online service provider fails to comply with its privacy policy, it could become subject to an investigation and proceeding for unfair or deceptive practices brought by government regulators as well as a private lawsuits in multiple jurisdictions. In general, personal information is increasingly subject to legislation and regulation in numerous jurisdictions around the world, the intent of which is to protect the privacy of personal information that is collected, processed and transmitted in or from the governing jurisdiction.

Governments may also enact new laws and regulations regarding privacy and data security. In addition, existing privacy laws that were intended for brick-and-mortar businesses could be interpreted in a manner that would extend their reach to our businesses. New laws and regulations (or new interpretations of existing laws) in this area may make it more costly to operate our businesses and/or limit our ability to engage in certain types of activities, such as targeted advertising, which could adversely affect our business, financial condition and results of operations.

As privacy and data protection have become more sensitive issues, we may also become exposed to potential liabilities as a result of differing views on the privacy of consumer and other user data collected by our businesses. Also, we cannot guarantee that our security measures will prevent security breaches. Moreover, any such breach could decrease consumer confidence in the case of the business that experienced the breach or our businesses generally, which would decrease traffic to (and in turn, usage and transactions on) the relevant website and/or our mobile application and which in turn, could adversely affect our business, financial condition and results of operations. The failure of any of our businesses, or their various third party vendors and service providers, to comply with applicable privacy policies, federal, state or foreign privacy laws and regulations and/or the unauthorized release of personal information or other user data for any reason could adversely affect our business, financial condition and results of operation

***Our products and services may contain undetected software errors, which could harm our business and operating results.***

Our products and services incorporate complex software and we encourage employees to quickly develop and help us launch new and innovative features. Our software has contained, and may now or in the future contain, errors, bugs or vulnerabilities. Some errors in our software code may only be discovered after the product or service has been released. Any errors, bugs or vulnerabilities discovered in our code after release could result in damage to our reputation, loss of users, loss of platform partners, loss of advertisers or advertising revenue or liability for damages, any of which could adversely affect our business and operating results.

***We rely in part on application marketplaces and Internet search engines to drive traffic to our products and services, and if we fail to appear high up in the search results or rankings, traffic to our platform could decline and our business and operating results could be adversely affected.***

We rely on application marketplaces, such as Apple's App Store and Google's Play, to drive downloads of our mobile applications. In the future, Apple, Google or other operators of application marketplaces may make changes to their marketplaces which make access to our products and services more difficult. We also depend in part on Internet search engines, such as Google, Bing and Yahoo!, to drive traffic to our website. For example, when a user types an inquiry into a search engine, we rely on a high organic search result ranking of our webpages in these search results to refer the user to our website. However, our ability to maintain high organic search result rankings is not within our control. Our competitors' search engine optimization, or SEO, efforts may result in their websites receiving a higher search result page ranking than ours, or Internet search engines could revise their methodologies in a way that would adversely affect our search result rankings. For example, Google has integrated its social networking offerings, including Google+, with certain of its products, including search, which has negatively impacted the organic search ranking of our webpages. If Internet search engines modify their search algorithms in ways that are detrimental to us, or if our competitors' SEO efforts are more successful than ours, the growth in our user base could slow. Our website has experienced fluctuations in search result rankings in the past, and we anticipate similar fluctuations in the future. Any reduction in the number of users directed to our mobile applications or websites through application marketplaces and search engines could harm our business and operating results

***Our business is subject to the risks of earthquakes, fire, power outages, floods and other catastrophic events, and to interruption by man-made problems such as terrorism.***

A significant natural disaster, such as an earthquake, fire, flood or significant power outage could have a material adverse impact on our business, operating results, and financial condition. Our headquarters are located in a region known for seismic activity. Despite any precautions we may take, the occurrence of a natural disaster or other unanticipated problems at our data centers could result in lengthy interruptions in our services. In addition, acts of terrorism and other geo-political unrest could cause disruptions in our business. All of the aforementioned risks may be further increased if our disaster recovery plans prove to be inadequate.



We do not carry business interruption insurance sufficient to compensate us for the potentially significant losses, including the potential harm to our business that may result from interruptions in our ability to provide our products and services.

***Mobile communications technology is changing rapidly, and we may not be successful in working with these new technologies.***

Mobile networking and mobile handset technologies are undergoing rapid innovation. New hand held devices with more advanced processors and supporting advanced programming languages continue to be introduced. We have no control over the demand for, or success of, these products or technologies. The development of new, technologically advanced applications to match the advancements in hand held technology is a complex process requiring significant research and development expense, as well as the accurate anticipation of technological and market trends. If we fail to anticipate and adapt to these and other technological changes, the available channels for our application may be limited and our market share and our operating results may suffer. Our future success will depend on our ability to adapt to rapidly changing technologies, develop mobile applications to accommodate evolving industry standards and improve the performance and reliability of our application. In addition, the widespread adoption of networking or telecommunications technologies or other technological changes could require substantial expenditures to modify or adapt our mobile application.

Technology changes in our industry require us to anticipate, sometimes years in advance, which technologies we must implement and take advantage of in order to make our mobile application competitive in the market. We may not be able to achieve these goals, or our competition may be able to achieve them more quickly and effectively than we can. In either case, our products may be technologically inferior to those of our competitors, less appealing to end users or both. If we cannot achieve our technology goals within the original development schedule of our products, then we may delay their release until these technology goals can be achieved, which may delay or reduce our revenues, increase our development expenses and harm our reputation. Alternatively, we may increase the resources employed in research and development in an attempt either to preserve our product launch schedule or to keep up with our competition, which would increase our development expenses. In either case, our business, operating results and financial condition could be materially harmed. We are uncertain of our ability to protect our proprietary technology and information. In addition to seeking patent protection, we rely on trade secrets, know-how and continuing technological advancement to achieve and thereafter maintain a competitive advantage. Although we have entered into or intend to enter into confidentiality and invention agreements with our employees, consultants, certain potential customers and advisors, no assurance can be given that such agreements will be honored or that we will be able to effectively protect our rights to our unpatented trade secrets and know-how. Moreover, no assurance can be given that others will not independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets and know-how.

#### **Risk Related to the Globex Network**

***If the Company fails to successfully develop its business, you may lose the entire amount you have paid under this Agreement.***

The Company intends to use the proceeds from the investment in future Tokens to fund development of the Globex Network, conduct the Network Launch, and for general corporate and working capital purposes. The Company needs to hire and retain additional skilled technical and managerial personnel, further develop its technology, secure additional commercial relationships and may also need to obtain additional capital in addition to amounts invested in future Tokens in order to successfully complete the Network Launch and other Company objectives. There can be no assurance that the Company will be able to accomplish any of its objectives or to continue in business. It is possible that, due to any number of reasons, including, without limitation, development issues with the Globex Network, the failure of business relationships, unfavorable customer reaction to the Company's products or product or service offerings from Company competitors, inadequate capitalization or inability to raise additional capital, competing intellectual property claims, the Company's business may fail. In such event, if this occurs, you will not receive Tokens and you may receive no repayment of any of the amounts you have paid under this Agreement.

***If the Globex Network does not launch, you will not receive Globex Tokens.***

As of the date of this Agreement, the Network Launch has not occurred, and the Globex Network has not launched. If the Network Launch does not occur, and the Globex Network does not launch, prior to the expiration of the period specified in Section 5(c) of this Agreement, your rights and remedies are limited to those under this Agreement and subject to the terms and conditions set forth therein.

***If the Globex Network does launch but its functionality does not meet users' expectations, the value of the Tokens may be adversely affected.***

As of the date of this Agreement, the Network Launch has not occurred, and the Globex Network has not launched and has not been fully developed. Any or all expectations or assumptions regarding the form and functionality of the Globex Network or the Tokens (including, without limitation, user or Member behavior), including, without limitation, any or all expectations or assumptions that you may have, may not be met upon release, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and execution of the Globex Network or client applications. If the Globex Network launches, but the functionality and usefulness of the Globex Network does not meet users' or Members' expectations, the value of the Tokens may be negatively impacted, and such impact may be material and could result in the Token having little or no value whatsoever.

***The Company's plans for the Globex Network or the Tokens may change prior to the Network Launch, which may adversely affect the Network Launch and the value of the Tokens.***

As of the date of this Agreement, the specifications for the Globex Network and the Tokens are still under development. The Company may, subject to the conditions set forth in the Agreement, change the characteristics of the Globex Network or the Tokens, which may cause them not to meet any or all expectations or assumptions regarding the form and functionality of the Globex Network or the Tokens, including, without limitation, any or all expectations or assumptions that you may have. If the Globex Network launches, but the functionality and usefulness of the Globex Network does not meet users' or Members' expectations, the value of the Tokens may be negatively impacted, and such impact may be material and could result in the Token having little or no value whatsoever.

## **Risks Associated with Blockchain Technologies and Digital Currency**

***The regulatory regime governing the blockchain technologies, cryptocurrencies, tokens and token sales such as the Tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Company's intellectual property and the utility of the Tokens.***

Regulation of tokens token sales such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development, growth, adoption and utility of the Tokens. Failure by the Company or certain holders of the Tokens to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

Until recently, little or no regulatory attention has been directed toward cryptocurrency by state governments, foreign governments and self-regulatory agencies. As cryptocurrencies have grown in popularity and in market size, various governments have begun to examine the operations of the cryptocurrency issuers, users and cryptocurrency exchanges.

Currently, the few government agencies have formally asserted regulatory authority over cryptocurrency, or cryptocurrency trading and ownership. Although some securities regulators have opined on the legal characterization of cryptocurrency as a security. The United States Securities and Exchange Commission has taken various actions against persons or entities misusing cryptocurrency in connection with fraudulent schemes (i.e., Ponzi scheme), inaccurate and inadequate publicly disseminated information, and the offering of unregistered securities. Similarly, the United States Commodities Futures Trading Commission, in the *Coinflip* order found that the respondents (i) conducted activity related to commodity options transactions without complying with the provisions of the U.S. Commodity Exchange Act, and (ii) operated a facility for the trading of swaps without registering the facility as a SEF or DCM.

Cryptocurrency currently faces an uncertain regulatory landscape in not only the United States but also in many foreign jurisdictions such as the European Union, China and Russia. While certain governments such as Germany, where the Ministry of Finance has declared cryptocurrency to be “*Rechnungseinheiten*” (a form of private money that is recognized as a unit of account, but not recognized in the same manner as fiat currency), have issued guidance as to how to treat cryptocurrency, most regulatory bodies have not yet issued official statements regarding intention to regulate or determinations on regulation of cryptocurrency, the Cryptocurrency Network and Cryptocurrency users.

New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which the Tokens may be exchanged, the value of the distributions that may be made, and the liquidity of the Tokens, the ability to access marketplaces or exchanges on which to trade the Tokens, and the structure, rights and transferability of Tokens.

***If regulatory changes or interpretations of the Company's activities require the registration of the Company as a money service business, the Company may be required to register and comply with such regulations. If regulatory changes or interpretations of the Company's activities require the licensing or other registration of the Company as a money transmitter (or equivalent designation) the Company may be required to seek licensure or otherwise register and comply with such state law.***

To the extent that the activities of the Company cause it to be deemed a “money service business,” the Company may be required to comply with various regulations, including those that would mandate the Company to implement anti-money laundering and know-your-customer programs, make certain reports and maintain certain records.

To the extent that the activities of the Company cause it to be deemed a “money transmitter” (or equivalent designation) under the laws of any nation in which the Company operates, the Company may be required to seek a license or otherwise register with a regulator and comply with regulations that may including the implementation of anti-money laundering and know-your-customer programs, maintenance of certain records and other operational requirements.

Such additional regulatory obligations may cause the Company to incur extraordinary expenses, possibly affecting its operations, as well as the utility and value of the Tokens in a material and adverse manner. Furthermore, the Company and its service providers may not be capable of complying with certain regulatory obligations applicable to money service businesses or money transmitters. There can be no guarantee that if such registration or licensure become required that the Company would be able to comply with such requirements. If it were unable to, it may force the Company to cease operations.

**Stress on the blockchain on which the Network is built can slow down transactions and/or increase costs associated with the transactions on the network which may negatively impact Network's operations.**

As with any blockchain networks, a large transaction volume can put a strain on the network, slowing down the transaction time and/or increasing costs for the transactions. For example, in the case of Ethereum blockchain, the Network is not the only decentralized application that will be built on Ethereum. Increasing saturation of applications on the Ethereum network and high volume of transactions on the Ethereum network from other

participants on the network can slow down the transactions happening through the Network.

**The Sale of the Tokens may Constitute the Sale of a “Security” for purposes of Securities Laws and may subject to sale and exchange of the Tokens to Regulation.**

The Tokens to be sold in the Proposed Sale are, in fact, a “coin” inasmuch that the purchase of a Token does not entitle the purchaser to an interest in a collective enterprise. Moreover, the Token is a “utility” token that carries no intrinsic value outside of the Network and promises no expectation of profit. As such, it is the good faith opinion of the Company that the Tokens do not constitute “securities” under the any securities laws in which the Tokens are being offered for sale in the Proposed Sale.

Notwithstanding the foregoing, on July 25, 2017, the United States Securities and Exchange Commission issued a Report of Investigation under Section 21(a) of the Securities Exchange Act of 1934 describing an SEC investigation of The DAO, a virtual organization, and its use of distributed ledger or blockchain technology to facilitate the offer and sale of DAO Tokens to raise capital. The Commission applied existing U.S. federal securities laws to this new paradigm, determining that DAO Tokens were securities. While the report does not constitute binding precedent, the Commission stressed that those who offer and sell securities in the U.S. are required to comply with federal securities laws, regardless of whether those securities are purchased with virtual currencies or distributed with blockchain technology. Following the United States’ lead, many other nations have subsequently sought to opine as to the applicability of prevailing securities laws.

The Company has reviewed prevailing securities laws conferred with legal counsel and concludes that the Tokens should not be considered a “security” under law. Should further interpretation of existing securities laws, or amendments to existing law lead us to conclude that our Tokens are in fact securities, we would first have either register our Tokens for resale with the securities regulator of any nation in which we operate, or otherwise find an exemption from registration. In either event, we believe that such processes would be time consuming, costly and ultimately limit our ability to sell our Tokens, which would have a materially adverse impact on our operations.

***It may be illegal now, or in the future, to acquire, own, hold, sell or use cryptocurrencies in one or more countries, and ownership of, holding or trading in the Tokens may also be considered illegal and subject to sanction.***

Although currently cryptocurrencies are not regulated or is lightly regulated in most countries, one or more countries such as China, Iceland, Viet Nam and Russia may take regulatory actions in the future that severely restricts the right to acquire, own, hold, sell or use cryptocurrency or to exchange cryptocurrency for fiat currency. Such an action may also result in the restriction of ownership, holding or trading in the Tokens. Such a restriction could result in a materially adverse impact on the utility and value of the Tokens.

**Risks Associated with the Tokens**

**The Tokens may not be widely adopted and may have limited users.**

It is possible that the Tokens will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the stated utility of the Tokens. Where there exists such a lack of interest in the Tokens a market for the Tokens may never materialize. A lack of widespread adoption of the Tokens may impair the value of the Tokens.

**Competing tokens may be developed that offer similar utility.**

It is possible that new tokens may be developed that offer similar or greater utility than our Tokens. Should public interest for these competing tokens meet or exceed the interest for our Tokens, there may be decreased demand for the Tokens. In such event, the Tokens may decrease in value due to lower rates of adoption. The Tokens are built upon an upon source platforms and thus readily available to the public at large.

**The Company, its website and the Tokens have limited history.**

The Company, its website and the technology platform upon which it is built and the Tokens have limited operational history. The Company’s expectations concerning the future performance of its business as well as the ongoing utility and value of the Tokens may not prove accurate, resulting in a loss in value of the Tokens.

**If the Company is unable to satisfy data protection, security, privacy, and other government- and industry-specific requirements, its growth could be harmed.**

There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the Company’s reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop utilizing the Tokens.

**The prices of blockchain assets are extremely volatile. Fluctuations in the price of digital assets could materially and adversely affect our business, and the Tokens may also be subject to significant price volatility.**

The prices of cryptocurrency have historically been subject to dramatic fluctuations and are highly volatile, and the market price of our Tokens may also be highly volatile. Several factors may influence the market price of the Tokens, including, but not limited to:

- Global blockchain asset supply;

- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Purchaser' expectations with respect to the rate of inflation;
- Changes in the software, software requirements or hardware requirements underlying the Tokens
- Changes in the rights, obligations, incentives, or rewards for the various participants in the Tokens
- Interest rates;
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Tokens may be traded and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which the Tokens may be traded;
- Investment and trading activities of large investors, including private and registered funds, that may directly or indirectly invest in cryptocurrencies;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as the Tokens;
- Global or regional political, economic or financial events and situations; or

A decrease in the price of a single cryptocurrency may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Tokens. For example, a security breach that affects Token holders or user confidence in any one cryptocurrency may affect the industry as a whole and may also cause the price of the Tokens and other blockchain assets to fluctuate.

**The further development and acceptance of cryptocurrencies are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain assets would have an adverse material effect on the successful development of our technology and the Tokens.**

The growth of the blockchain industry in general, as well as the blockchain networks with which the Tokens will rely and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:

- Worldwide growth in the adoption and use of Cryptocurrency, and other blockchain technologies;

- Government and quasi-government regulation of Cryptocurrency, and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- The maintenance and development of the open-source software protocol of the Cryptocurrency networks;
- Changes in consumer demographics and public tastes and preferences;
- The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- General economic conditions and the regulatory environment relating to cryptocurrencies; or
- A decline in the popularity or acceptance of Cryptocurrency or other blockchain-based tokens would adversely affect our results of operations.

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of our technology and the Tokens.

***Once the Network Launch has occurred, the Tokens may not be listed on an exchange and, even if listed on an exchange, may be thinly traded or de-listed.***

Following the Network Launch, the Tokens may be listed on one or more exchanges. For various reasons, including, without limitation, regulatory developments and a lack of purchaser interest, the Tokens may be thinly traded or may be removed from listing on such exchanges. This could impact your ability to sell the Tokens and may negatively impact the value of the Tokens. Any such impact could be negative and material and could result in the Token having little or no value whatsoever.

## Noxel Corp., Terms and Conditions

Please read these terms of use carefully, as they contain a binding arbitration clause and class action waiver, which address your rights in case of disputes.

By accessing or using the

Noxel Corp, website located at <https://Globex5.com> (the "Site") and any services made available through the Site and affiliated websites, you ("User" and collectively with others using the platform "Users") agree to be bound by these Terms of Use ("Terms"). The Services are owned and controlled by Noxel Corp, for exchanging virtual currency vs fiat currency - and for the right to provide virtual currency wallet services, and with the terms "we", "us", and "our" referring to Noxel Corp,. These Terms affect your legal rights and obligations, including but not limited to the binding arbitration provisions contained in Section 22 below that may significantly affect your legal rights, including your right to file a lawsuit in court and to have a jury hear your claims. If you do not agree to be bound by these Terms, do not access or use the Services.

Noxel Corp, reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Site, at any time and at its sole discretion. We will provide notice of these changes by posting the revised Terms to the Site and changing the 'Last Revised' date at the top of the Terms, or by emailing Users at their provided email addresses, or by any other means as determined by Noxel Corp, Method of notification will be left to Noxel Corp, sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the Site or at the instant Noxel Corp, notifies to the Users (e.g. via email). These changes will apply at that instant to all then current and subsequent uses of the Site. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site acts as acceptance of such changes or modifications. If you do not agree to the Terms in effect when you access or use the Site, you must stop using the Site.

### **PREAMBLE**

Noxel Corp, provides an online service (the "Platform") that allows Users to exchange between themselves different blockchain tokens, which are data that typically represents transactions, access, or other participation rights on corresponding blockchain networks (collectively, "Tokens"). Noxel Corp, makes available to Users other ancillary services - such as limit orders or stop orders - to facilitate the exchange of tokens, as well as working towards integrating new ones.

### **1. ELIGIBILITY**

By accessing or using the Site, you represent and warrant that you are at least 18 years old and have not previously been suspended or removed from the Site. You also represent and warrant that you are not a resident of a Restricted State. The list of Restricted States is subject to change at any time. In the event a state becomes a Restricted State, ParamountDax will provide Users residing in that state with notice via email, a notification on our Site, or other means as we deem necessary, regarding their access to the Services.

You represent and warrant that you are not: (a) located in, under the control of, or a national or resident of any country to which the United Kingdom of Great Britain and Northern Ireland has embargoed goods or services, (b) identified as a 'Specially Designated National' or (c) placed on the Department of Commerce's Denied Persons List. You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms.

Finally, you represent and warrant that you will not be using this site for any illegal activity, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data or the financing of terrorism, or other violent activities.

Notwithstanding the foregoing, Noxel Corp, may not make the Services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on the User's location.

### **2. ACCOUNT AND INITIAL FUNDING; THIRD PARTY TRANSFERS**

In order to access and use the Services, you must create an account with ParamountDax (an "Account"). You agree to: (a) provide accurate, current and complete information when creating the Account; (b) maintain and promptly update your Account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer, tablet, or mobile device; (d) promptly notify ParamountDax if you discover or otherwise suspect any security breaches related to the Site or your Account; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

You must provide Noxel Corp, with a valid email address to create an Account. You agree to keep your email address on file with us updated. You may withdraw your consent to receive emails by sending a withdrawal notice to Noxel Corp, understanding that Noxel Corp, may suspend or terminate your ability to use the Services. You understand and agree that if Noxel Corp, sends you an electronic communication but you do not receive it because your email address on file is incorrect or out of date, or because our email is blocked by your service provider or intercepted by your spam filter, or you are otherwise unable to receive electronic communications, Noxel Corp, will be deemed to have provided the communication to you regardless.

Noxel Corp, does not allow Users to exchange Tokens for money; Users can only exchange Tokens for other Tokens. In order to fund your Account and begin trading, you will need to first procure Tokens. Once procured, you must send Tokens to the address provided by Noxel Corp, and wait for the balance to appear in your Account. If a miner attempts to sell mined GLBX/PLZA Noxel Corp, will suspend the user account and propose to the owner to send back his coins to the wallet that deposited crypto coins them or to wait until we allow trading of mined GLBX/PLZA coins. It is your responsibility to ensure you send Tokens to the correct address provided for that particular Token, else your funds may never be recovered. Noxel Corp, makes no representations or warranties regarding the amount of time that may be required to complete transfer of your Tokens from a third party wallet or other source and have such Tokens become available in your Account.

When you elect to transfer Tokens from your Account to a third party wallet or other location, it is always possible the party administering the new location may reject your transfer or that the transfer may fail due to technical or other issues affecting our platform. You agree that you shall not hold H Noxel Corp, liable for any damages arising from a rejected transfer.

Noxel Corp, reserves the right to cancel the account and return the funds in the wallet in breach of the Terms and Conditions.

### **3. PRIVACY POLICY**

Your privacy is important to us. We only share your information with third parties as outlined in our Privacy Policy or as required to do so by law enforcement, court order, or in compliance with identity verification or legal reporting obligations in Noxel Corp, sole judgment.

### **4. CONFIDENTIALITY OF THE TRANSMISSION OF INFORMATION OVER THE INTERNET**

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks may not always be secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, Noxel Corp, does not assume any liability, without limitation, for any loss or damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Platform or e-mail with Noxel Corp, containing your personal information. While Noxel Corp, will take commercially reasonable efforts to safeguard the privacy of the information you provide to Noxel Corp, and will treat such information in accordance with Noxel Corp, Privacy Policy, in no event will the information you provide to Noxel Corp, be deemed to be confidential, create any fiduciary obligations for ParamountDax, or result in any liability for ParamountDax in the event that such information is negligently released by Noxel Corp, or accessed by third parties without Noxel Corp, consent.

### **5. RISK DISCLOSURE STATEMENT**

Noxel Corp, provides an execution-only service and does not advise on the merits of any particular transactions or their tax consequences. As a general matter, Users should be aware of the following prior to utilizing our Services.

Trading Tokens can be extremely risky. Each particular Token has a unique feature set that makes it more or less likely to fluctuate in value. In addition, factors beyond Noxel Corp, control may affect market liquidity for a particular Token, such as regulatory activity, market manipulation, or unexplainable price volatility. Blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. Noxel Corp, does not assume the risk of losses due to trading or due to factors beyond its control regarding the viability of specific blockchain networks. As a general matter, we advise Users with limited trading experience and low risk tolerance not to engage in active trading. Speculating on the value of Tokens is high risk and Users should never trade more than they can afford to lose.

Understanding Tokens requires advanced technical knowledge. Tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Listing of a Token on Noxel Corp, does not indicate approval or disapproval of the underlying technology regarding any Token, and should not be used as a substitute for your own understanding of the risks specific to each Token. We give you no warranty as to the suitability of the Tokens traded under these Terms and assume no fiduciary duty in our relations with you.

You accept the risk of trading Tokens. In entering into any transaction on the Platform, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the transaction and the underlying Tokens. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction or any underlying Token.

You are responsible for complying with applicable law. You agree that Noxel Corp, is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your use of the Services.

You are aware of and accept the risk of operational challenges. Noxel Corp, may experience sophisticated cyber attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Service. You understand that the Service may experience operational issues that lead to delays on our platform. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold Noxel Corp, accountable for any related losses.

Noxel Corp, does not advise on trading risk. If at any point Noxel Corp, or its representatives do provide trading recommendations, market commentary, or any other information, the act of doing so is incidental to your relationship with us and imposes no obligation of truth or due diligence on behalf of Noxel Corp, or its representatives.

Noxel Corp, is a regulated entity and must comply with applicable law. Applicable law, regulation, and executive orders may require Noxel Corp, o, upon request by government agencies, freeze withdrawals or trading (or both), or provide information regarding your account. Further, our recordkeeping and customer verification procedures are subject to change at any time as required by law or industry practices. We must comply with the law and you accept any inconveniences to you or other consequences resulting from our compliance.

Users accept all consequences of sending Tokens to an address off our platform. Token transactions may not be reversible. Once you send Tokens to an address, you accept the risk that you may lose access to your Tokens indefinitely. For example, an address may have been entered incorrectly and the true owner of the address may never be discovered, or an address may belong to an entity that will not return your Tokens, or an address belongs to an entity that may return your Tokens but first requires action on your part, such as verification of your identity.

## **6. MARGIN TRADING**

Margin trading on Noxel Corp, is HIGH RISK. As a borrower, you may sustain a total loss of Tokens, or owe Tokens beyond what you have deposited to your Account. The high volatility and substantial risk of illiquidity in markets means that you may not always be able to liquidate your position.

You agree to maintain a sufficient amount of Tokens at all times to meet Noxel Corp, minimum balance requirements, as such requirements may be modified from time to time. If the value of the assets in your Account falls below the minimum balance requirement or Noxel Corp, determines, at its sole discretion, that your Account appears to be in danger of defaulting on a loan, Noxel Corp, may seize and liquidate any or all of your positions and assets on any balance in your Account in order to settle your debt to other Users. If, after your positions and assets are liquidated, your Account still contains insufficient Tokens to settle your debts to other Users, you will be responsible for any additional Tokens owed. Intentionally defaulting on a loan may result in Noxel Corp, reporting your activities to authorities and/or in legal prosecution.

Although Noxel Corp, takes several precautions to prevent a User from defaulting on a loan, the high volatility and substantial risk of illiquidity in markets means that Noxel Corp, cannot make any guarantees to any Users using the Services against default. When you lend Tokens to other Users, you risk the loss of an unpaid principal if the borrower defaults on a loan and liquidation of the borrower's Account fails to raise sufficient Tokens to cover the borrower's debt.

Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, if there is insufficient liquidity in the market or due to technical issues on our platform. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders. The use of leverage can work against you as well as for you and can lead to large losses as well as gains.

All Users understand that the technology underlying Tokens is subject to change at any time, and such changes may affect your assets stored on our platform. You claim full responsibility for monitoring such technological changes and understanding their consequences for your Tokens. Users conduct all trading, margin trading, lending, and/or borrowing on their own account and Noxel Corp, does not take any responsibility for any loss or damage incurred as a result of your use of any Services or your failure to understand the risks involved in Token use generally or your use of our Services.

## **7. LIMITED LICENSE; FEES**

Noxel Corp, grants you a limited, nonexclusive, non-transferable license, subject to these Terms, to access and use the Services, and the content, materials, information, and functionality available in connection therewith (collectively, the "Content") solely for information, transactional, or other approved purposes as expressly permitted by Noxel Corp, from time to time. Any other use of the Services or Content is expressly prohibited. All other rights in the Platform or Content are reserved by us and our licensors. You will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Content or any other part of the Services or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you will not frame or display the Site or Content (or any portion thereof) as part of any other web site or any other work of authorship without the prior written permission of Noxel Corp, If you violate any portion of these Terms, your permission to access and use the Platform may be terminated immediately pursuant to these Terms. In addition, we reserve the right to avail ourselves of all remedies available at law and in equity for any such violation. Noxel Corp, and all logos related to the Services or displayed on the Site are either trademarks or registered marks of Noxel Corp, or its licensor. You may not copy, imitate or use them without Noxel Corp, prior written consent.

In consideration for the use of the Services, you agree to pay to Noxel Corp, the fees for completed trades, as set forth in our fee schedule, which Noxel Corp, may revise or update in its sole discretion from time to time. You authorize Noxel Corp, to deduct any applicable fees from your Account at the time you make a given transaction. Changes to the fee schedule are effective as of the date set forth in any revision and will apply prospectively from that date forward.



Noxel Corp, does not, as a general rule, participate in promotions without an official pronouncement, either on our Site or elsewhere. You promise to obtain prior written approval prior to releasing any statements, written media releases, public announcements and public disclosures, including promotional or marketing materials, relating to Noxel Corp,

## **8. COPYRIGHT INFRINGEMENT**

If you believe anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Please see note any infringement should be done under the laws of United Kingdom of Great Britain and Northern Ireland. Also, should you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

## **9. ATTACKS ON BLOCKCHAIN NETWORKS**

Noxel Corp, does not have any ability to prevent or mitigate attacks on blockchain networks. With respect to its platform, Noxel Corp, reserves the right to take the following commercially reasonable actions in the event of an attack: (i) If Noxel Corp, is able to confirm that a Token active on the Platform has been compromised or is under attack, Noxel Corp, may immediately halt trading, cryptocurrency deposits, and withdrawals for such Token; (ii) if it is determined that such an attack caused the Token to greatly decrease in value, Noxel Corp, may discontinue trade activity on such Token entirely. Noxel Corp, does not have any obligation to engage in activity in relation to attacks on blockchain networks.

Resolutions concerning cryptocurrency deposits, withdrawals, and User balances for an attacked Token will be determined on a case-by-case basis by Noxel Corp, in its sole discretion. Noxel Corp, makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen property, whether or not Noxel Corp, was negligent in providing the proper security.

## **10. ANTI-MONEY LAUNDERING (AML) & KNOW YOUR CUSTOMER (KYC) POLICY**

Noxel Corp, protects itself from involvement in any activity that facilitates money laundering or other criminal activities. Noxel Corp, aims to reasonably identify each User by cross-checking User data against governmental watch lists such as the Specially Designated Nationals and Blocked Persons List ("SDN") maintained by the Office of Foreign Assets Control ("OFAC") within the U.S. Department of Treasury, as well as through the utilization of 3rd party identity verification and authentication services. If a User or a User's transaction is flagged as suspicious through our internal controls, Noxel Corp, will require additional proof of identification from the User and has the right to not permit any trades, cryptocurrency deposits, and/or withdrawals until additional and verifiable proof of identity satisfactory to Noxel Corp, in its sole discretion is received and Noxel Corp, has approved the User for use of the Platform.

By agreeing to our Terms, you acknowledge and understand that Noxel Corp, maintains verification levels which require User participation and verification in order to obtain, with levelled permissions based on User-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve a desired level of verification, and Noxel Corp, reserves the right to determine, at its sole discretion, the appropriate verification level and criteria for any User, as well as the right to downgrade Users without prior notice. Noxel Corp, may, from time to time, implement policies restricting verification levels and criteria by nationality, country of residence, or any other factor. This may affect your ability to withdraw Tokens and you agree to indemnify, defend and hold harmless Noxel Corp, against any losses associated with an inability to cryptocurrency deposit and/or withdraw Tokens based on the verification level assigned by Noxel Corp, to your Account.

## **11. THIRD PARTY CONTENT**

Noxel Corp, and its Users may provide third party content on the Site and may provide links to web pages and content that are not owned or controlled by Noxel Corp, (collectively the "Third Party Content") as a service to those interested in this information. Noxel Corp, does not control, endorse, or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including but not limited to its accuracy or completeness. You acknowledge and agree that Noxel Corp, is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. You acknowledge that your use of such Third Party Content is at your own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third parties. Noxel Corp, is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Site.

## **12. COPYRIGHT OF FEEDBACK MATERIALS**

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide on our platform or one of our social media accounts, regarding Noxel Corp, or the Services (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of Noxel Corp, will own exclusive rights, including all intellectual property rights, and will be

entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### **13. USER CONDUCT AND OBLIGATIONS**

In connection with your use of the Services and in addition to the list of prohibited activities in Section 1 above, you will not:

- Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services;
- Provide false, inaccurate, incomplete or misleading information;
- Infringe upon Noxel Corp, or any third party's copyright, patent, trademark, or intellectual property rights;
- Distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters;
- Use a web crawler or similar technique to access our Services or to extract data
- Reverse engineer or disassemble any aspect of the Site or Services in an effort to access any source code, underlying ideas and concepts, and algorithms;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- Transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- Otherwise attempt to gain unauthorized access to the Site, other Noxel Corp, Accounts, computer systems or networks connected to the Site, through password mining or any other means;
- Transfer any rights granted to you under these Terms.

Noxel Corp, is not a wallet service but a trading platform. Users that don't actively trade can see their account suspended after an inactivity greater than 3 months.

### **14. NO TRANSFERABILITY**

While the Account and the Services provided to a User are not transferable under any circumstance and shall be used only by the User, Noxel Corp, shall have the right to transfer, assign, or sell all the rights, benefits, or obligations to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of Noxel Corp, or its lenders, if any.

### **15. ELECTRONIC TRADING TERMS**

Noxel Corp, does not own or control any of the underlying software through which blockchain networks are formed and Tokens are created and transacted. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. By using the Services, you acknowledge and agree (i) that Noxel Corp, is not responsible for operation of the underlying software and networks that support Tokens and that Noxel Corp, makes no guarantee of functionality, security, or availability of such software and networks; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "Forks"), and that such Forks may materially affect the value, function, and/or even the name of the Tokens you store in your Account. In the event of a Fork, you agree that Noxel Corp, may temporarily suspend the Services (with or without advance notice to you) and that Noxel Corp, may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the Forked network entirely, provided, however, that you will have an opportunity to withdraw Tokens on at least one of still existent underlying networks. You acknowledge and agree that Noxel Corp, assumes absolutely no responsibility whatsoever in respect of any underlying software protocols, whether Forked or not.

Noxel Corp, may delist a Token at any time in its sole discretion based on a number of factors, one of which may include changes in a given Token's characteristics after Noxel Corp, has listed the Token.

A transaction on the Platform may fail for several reasons, including but not limited to change in seller prices, insufficient margin, or unanticipated technical difficulties. We make no representation or warrant that any transaction will be executed properly. Noxel Corp, is under no circumstances liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner. Further, Noxel Corp, is in no way responsible for notifying you of a transaction failure. The User has full responsibility to determine and inquire into the failure of any transaction the User initiates.

In the event that you receive any data, information, or software through our Services other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information, or software. If you request a withdrawal of Tokens and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal.

Noxel Corp, may refuse to execute a trade, impose trade amount limits or restrictions at any time in its sole discretion without notice. Noxel Corp, may impose buying or selling prices limitations of any coin in case of suspicion of any potential market manipulation. Specifically, Noxel Corp, reserves the right to refuse to process, or the right to cancel or reverse, any transaction or disable a User's cryptocurrency deposit address on the

Platform where Noxel Corp, suspects the transaction involves money laundering, terrorist financing, fraud, or any other type of crime or if Noxel Corp, suspects the transaction relates to a prohibited use as stated in our Terms, including transactions involving the opening of an Account and subsequent closure without any actual trading occurring, Noxel Corp, provides deposit Accounts to enable trading using the Services and does not allow Users to use such Accounts as a web wallet or address changing service. We reserve the right to halt cryptocurrency deposit activity at our sole discretion. While Noxel Corp, may in its discretion reverse a trade, a User may not change, withdraw, or cancel its authorization to make a transaction, except with respect to partially filled orders.

Noxel Corp, may correct, reverse, or cancel any trade impacted by an error in processing your purchase or otherwise. Your remedy in the event of an error will be limited. You may seek to cancel your order or obtain a refund of any amounts charged to you, although we cannot guarantee such cancellations or refunds will always be possible.

Noxel Corp, provides its Users with a platform that allows their orders to be matched with the orders of other Users. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.

The Tokens that are available for purchase through the Services may be subject to high or low transaction volume, liquidity, and volatility at any time for potentially extended periods. You acknowledge that while we are using commercially reasonable methods to provide exchange rate information to you through our Services, the exchange rate information we provide may differ from prevailing exchange rates made available by third parties. Similarly, the actual market rate at the time of your trade may be different from the indicated prevailing rate depending on the velocity of trading in the Tokens involved in your trade. You agree that ParamountDax is not liable for price fluctuations or differences in actual versus indicated rates.

## **16. PERMANENT WITHDRAWAL OF SERVICE**

Noxel Corp, may (a) suspend or terminate your access to the Services, and (b) deactivate or cancel your Account as required by a valid subpoena or court order, or if Noxel Corp, suspects you or others of using your Account in furtherance of illegal activity. You will be permitted to transfer Tokens associated with your Account for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, or (ii) by a valid subpoena or court order. If any transaction is in a pending state at the time your Account is cancelled or suspended, such transaction may be cancelled and/or refunded as appropriate. You may not cancel your Account if Noxel Corp, believes in its sole discretion that such cancellation is being performed in an effort to evade an investigation or avoid paying any amounts otherwise due to Noxel Corp, Upon cancellation of your Account, you authorize Noxel Corp, to cancel or suspend pending transactions and, after providing electronic notice to you, return the Tokens associated with such transactions to the wallet address you provide to Noxel Corp, In the event that you or Noxel Corp, terminates this agreement or your access to the Services, or deactivates or cancels your Account, you will remain liable for all amounts due hereunder. In the event that a technical problem causes system outage or Account errors, Noxel Corp, may temporarily suspend access to your Account until the problem is resolved.

## **17. OWNERSHIP OF TOKENS**

You hereby certify to us that any Tokens used by you in connection with the Platform are either owned by you or that you are validly authorized to carry out transactions using such Tokens, and that all transactions initiated with your Account are for your own Account and not on behalf of any other person or entity.

## **18. INDEMNIFICATION**

You agree to indemnify, defend and hold Noxel Corp, its affiliates and service providers, and each of their respective officers, directors, agents, joint ventures, employees, and representatives, harmless from any claim or demand (including attorneys' fees and costs and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (i) your breach of these Terms, (ii) your use of Services, or (iii) your violation of any law, rule, or regulation, or the rights of any third party.

## **19. DISCLAIMER OF WARRANTIES**

Noxel Corp, PROVIDES NO GUARANTEE AS TO THE PERFORMANCE OR THE UNINTERRUPTED AVAILABILITY OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. Noxel Corp, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. Noxel Corp, DOES NOT REPRESENT OR WARRANT THAT THE SERVICES AND THE INFORMATION CONTAINED THEREIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. Noxel Corp, WILL MAKE REASONABLE EFFORTS TO ENSURE THAT TRANSACTIONS ON THE PLATFORM ARE PROCESSED IN A TIMELY FASHION, BUT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE AMOUNT OF TIME NEEDED TO PROCESS SUCH TRANSACTIONS. BECAUSE TOKEN TRANSFERS ON AND OFF THE PLATFORM ARE DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL INCLUDING DENIAL OF SERVICE ATTACKS AND THE LIQUIDITY OF THE TOKENS TRADED ON OUR PLATFORM, AMONG OTHER FACTORS, Noxel Corp, MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUCCESS OF, OR THE AMOUNT OF TIME NEEDED FOR, TOKEN TRANSACTIONS. YOU ALSO ACKNOWLEDGE THAT ANY INFORMATION THAT YOU STORE OR TRANSFER USING THE SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING

SOFTWARE FAILURES, THIRD PARTY PROTOCOL CHANGES, INTERNET OUTAGES, THIRD PARTY DENIAL OF SERVICE ATTACKS, ACTS OF GOD OR UNSCHEDULED MAINTENANCE. YOU ARE ENCOURAGED TO BACK UP AND SAFEGUARD YOUR INFORMATION, INCLUDING LOGIN CREDENTIALS, AT ALL TIMES. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

Additionally, you acknowledge that Noxel Corp, does not act or serve as your broker, intermediary, agent, or advisor with respect to any transaction you make or propose to make using the Services and owes you no fiduciary duty.

## **20. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Noxel Corp, SHALL HAVE NO LIABILITY FOR ANY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR TORT DAMAGES, OR LOST PROFITS) IN CONNECTION WITH YOUR USE OF THE SERVICES, EVEN IF Noxel Corp, HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL Noxel Corp, LIABILITY FOR MONEY DAMAGES UNDER THESE TERMS EXCEED THE AMOUNT OF FEES RECEIVED FROM YOU DURING THE PRECEDING SIX (6) MONTH PERIOD.

## **21. ARBITRATION**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

To expedite and control the cost of disputes, you and we agree that any legal or equitable claim arising out of or relating to your use of the Services or these Terms, including the formation, validity, enforceability, scope, or applicability of these Terms, including this Section 22 (referred to as a “Claim”) will be resolved as follows: except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under your use of the Services shall be finally settled on an individual basis through confidential, binding arbitration in accordance with the law in force in United Kingdom of Great Britain and Northern Ireland and you and Noxel Corp, hereby expressly waive trial by jury. This means that all claims other than intellectual property lawsuits, such as copyright or trademark infringement lawsuits, or claims seeking non-monetary relief would be subject to binding arbitration. This includes claims which may pre-date this agreement. The arbitration shall take place in United Kingdom of Great Britain and Northern Ireland, in the English language and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Payment of all filing, administration and arbitrator fees will be governed by United Kingdom of Great Britain and Northern Ireland laws. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys’ fees. ADDITIONALLY, YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. If a court or federal regulator with oversight over ParamountDax decides that applicable law precludes enforcement of any of this section’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and Noxel Corp, right to appeal the court’s decision. All other claims will be arbitrated.

## **22. SEVERABILITY; WAIVER**

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Any delay or failure by Noxel Corp, to enforce any of its rights shall not constitute a continuing waiver of such rights.

## **23. INTEGRATION**

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

## **24. FORCE MAJEURE**

In addition to applicable disclaimers stated above, Noxel Corp, performance under these Terms shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, snow storm, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

## **25. GOVERNING LANGUAGE AND TRANSLATIONS**

You agree that these Terms, Noxel Corp, Privacy Policy, and other notices posted through the Services have been drafted in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents shall govern.

## **26. UNCLAIMED PROPERTY**

If Noxel Corp, is unable to return your Tokens to a third party Account for you after a period of inactivity, Noxel Corp, may report and remit the Tokens to an applicable government agency pursuant to applicable escheatment or unclaimed property laws.

## **27. QUESTIONS AND CONTACT INFORMATION**

To contact support, go to Noxel Corp, Contact Us section on the [and](#) open a ticket. Please provide all relevant information, including your Username and transaction IDs of any related currency deposits