



CONSULTANCY AGREEMENT

Platform **BLOTIX.COM**

BETWEEN

BLOTIX FUND LLC --, domiciled in Delaware (USA) – 19958 – Coastal Highway, 16192, Lewes, Stati Uniti, PEC: consulting@pec.biafoxsa.com, hereinafter referred to "**Platform**", on the one hand;

And

....., domiciled in.....,
Match VAT/Code Fiscal....., PEC.....,
hereinafter referred to as the "**CUSTOMER/CLIENT**" on the other side;

PREMISE

- a) that the Platform is a company that provides tokenization services such as security tokens and NFTs (tokenization);
- b) that in carrying out the above activities, the Platform has developed a wealth of notions, information and important practical knowledge in the digital financial sector and in the digitization of real assets through NFTs called **BLX** (hereinafter collectively referred to as "**BLX**");
- c) that the Platform is the owner of the trademark **BLOTIX, BLOTIX.COM, BLOTIX.ORG, BLOTIX REAL ESTATE, SAFE MONEY** and the **NFT BLX**;
 - 1. that the Client, in order to be able to start its financial investment, has requested to be able to make use of the know-how, technical advice and digital assistance of the Platform;
 - 2. that the Platform intends to collaborate in absolute transparency with the Client, and is therefore willing to comply with the Client's request under the conditions specified below;



CONSIDERING

- that the Client is considering using certain Services of the Platform;
- Whereas the Client wishes to benefit from certain skills and abilities of the Blotix LLC team, prior to formally entering into a service contract with the Platform and understands that the Platform's advisors do NOT represent a law firm and have no authority to provide legal advice or tax advice;
- Whereas the Client has formally requested, through the Asset Tokenization Form, and the Platform has accepted the commitment to provide certain advisory services in accordance with the terms and conditions set forth in this advisory agreement (the "Agreement").

All the foregoing being and considered, and having agreed that the recitals and annexes to this Agreement constitute an integral and substantial part thereof, it is agreed and stipulated as follows:

Art. 1 – Services

The Platform will make its consulting services available to the Client when reasonably requested by the Client on a project-by-project basis. The Platform will advise and support the Client in a scope limited to the scope of the Services. The Platform does not provide any tax and legal advice. The Client is advised to consult a professional tax and legal advisor for such matters.

Art. 2 – Status

The Platform acknowledges that it is engaged as an independent contractor. Nothing in the present Agreement shall make Blotix LLC an employee, agent or partner of the Customer and Blotix LLC shall not present itself as such.

The Platform shall have no authority to enter into contracts or to make any other legally binding commitments on behalf of the Client.

The Platform will not present itself or allow itself to be presented as having the authority to do or say anything on behalf of or on behalf of the Client.

Notwithstanding the foregoing, Blotix LLX has the right to represent the Client in carrying out all preparatory acts and initiating any negotiations necessary to pursue the Client's objective in relation to the Services.



Art. 3 - Obligations

The Platform will perform its tasks expertly and diligently and to the best of its ability and in the exclusive interest of the Client.

The Client will make available to the Platform all the necessary information and documents for the performance of its professional services.

Art. 4 – Remuneration

In consideration of the Services provided by the Platform, the Client pays the Platform an already established consultancy fee of USD 600.00 or EUR 535.00 (the "Remuneration").

The Remuneration will be invoiced by Blotix Fund LLC (the "Invoice").

Art. 5 – Guarantees and Commitments of the Platform

The Platform warrants that its provision of consulting services under the terms of this Agreement will not infringe the rights of any third party or cause the violation of any obligation to third parties.

Art. 6 – Limitation of liability

The Platform shall not be liable, regardless of the legal ground, for any amount in respect of loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise related to the consulting services, whether or not the likelihood of such loss or damage has been contemplated.

Customer may not bring a claim or initiate proceedings relating to the consulting services or otherwise under this Agreement against any of the vicarious, members, shareholders, board directors, directors, officers, partners, managers, or employees of the Platform. The Client must file any claim or initiate proceedings against the Platform only.

Art. 7 – Commencement and Termination

This Agreement shall be effective from the date of its signature (in the case of counterparties, the date of the most recent signature shall prevail).

It may be terminated immediately without cause by either Party upon written notice.



Upon termination and at the request of the Customer, Blotix LLC will immediately return to the Customer all Confidential Information and copies thereof.

Art. 8 – Entire contract; No change

This Agreement shall be effective from the date of its signature (in the case of counterparties, the date of the most recent signature shall prevail).

It may be terminated immediately without cause by either Party upon written notice.

Upon termination and at the request of the Customer, Blotix LLC will immediately return to the Customer all Confidential Information and copies thereof.

Art. 9 - General provisions

- 9.1** This contract constitutes the complete manifestation of the agreements reached between the parties and cancels and replaces any different and previous agreement, including verbal, between them.
- 9.2** The parties mutually acknowledge that the possible nullity of one or more clauses will not result in the nullity or dissolution of the entire contract, nor of the remaining part of the clause itself and undertake to replace in good faith the invalid or ineffective clauses with others that perform the same function as far as possible.
- 9.3** Any tolerance by either party of the other's conduct constituting violations of the provisions of this contract shall not constitute a waiver of the rights arising from the violated provisions, nor of the right to demand the correct performance of all the terms and conditions established by the contract.
- 9.4** Any modification or addition to this contract will not be valid and binding unless it is in writing duly countersigned for acceptance by the party against whom such modification or amendment is to be enforced.
- 9.5** Blotix Fund LLC shall not be held liable for any limitations, restrictions, specific tax conditions or obligations imposed by the Client's jurisdiction in relation to the use of the tokenization services offered by the Platform. It is the Customer's responsibility to inform themselves of and comply with all applicable laws and regulations in their jurisdiction.



Article 10 – Final provisions

This Agreement constitutes the full expression of all the agreements between the Parties regarding its subject matter and supersedes and cancels any other previous agreement, written and oral.

Any modification to this Agreement shall not be valid and binding between the Parties unless it is in writing and signed by the parties against whom it is invoked.

Any communication relating to this Agreement must be made in writing and may be sent via certified email to the following addresses:

if directed to the Customer:

if directed to the Platform: consulting@pec.biafoxsa.it or info@blotix.org

or at the different address, including by e-mail, that each of the Parties may communicate to the others after signing this Agreement.

Each Party shall bear its own costs and expenses all related to the negotiations and activities carried out to execute this Agreement.

This Agreement is not assignable by the Transferee to any third party.

This Agreement and any other contract referred to herein shall be governed in all respects, including validity, interpretation and effectiveness, by the laws of Italy.

Although this agreement is already valid in all its forms of law, including obligations, the Client has the right to endorse it, at his own expense, at a notary's office where all the Parties will appear. It is understood that this agreement will be registered in the blockchain as the underlying of the issued token.

Article 11 – Processing of personal data

For the purposes of this Agreement, for the definitions relating to personal data, express reference must be made to EU Regulation 2016/679 (hereinafter "GDPR"), to any other legislation in force on the subject, as well as to its implementation.

Without prejudice to the above, it is hereby noted that the personal data acquired from each other as part of the procedure for finalizing this Agreement are processed for purposes strictly related to the management and execution of the same, or to execute the obligations provided for by law.

In the event that, for the purposes of executing this Agreement, or to execute the obligations provided for by law, personal data relating to a natural person are acquired and processed by the Parties, the Parties undertake to comply with the provisions of the law and in particular with the provisions of the GDPR, the provisions of the Guarantor for the protection of personal data and any other current legislation on the protection of personal data.

Any personal data collected will be processed automatically and in paper form and will be stored for the entire



duration of the Agreement in compliance with the principles of proportionality and necessity and after its termination, for a period not exceeding the terms provided for by the provisions of the law in force.

Article 12 – Confidentiality

The Parties agree that the contents, documents, information, personal data - as defined by EU Regulation 2016/679 and by the current legislation on the protection of personal data - however collected, processed and developed within the framework of this Agreement, in addition to being able to be used exclusively for the purpose of executing the same, are to be considered as strictly confidential.

The Parties therefore undertake to keep them confidential and to have them kept confidential by their respective employees and collaborators, except as required by law or for the exercise of the rights of one party against the other that have their origin in this Agreement, as well as to comply with any requests from Public Authorities to which a legitimate refusal cannot be opposed. Notwithstanding the foregoing, confidential information shall not be considered (i) that the Party can demonstrate that it has developed or acquired independently of this Agreement; (ii) that becomes public knowledge, for reasons other than a breach attributable to the receiving Party; (iii) are disclosed by the Party holding them to third parties who are not bound by confidentiality obligations; (iv) are lawfully received from third parties who are not bound by confidentiality obligations. This condition of confidentiality concerns both the existence and content of the Agreement and the economic, financial, technical, strategic documentation, plans, information, procedures, patents, licenses and any other information that any of the Parties has provided for the execution of the Agreement. The Parties, in addition to ensuring the integrity of information and data, will also be held responsible for the conduct of the parties involved in the



any title involved in the performance of contractual activities (e.g. employees, consultants and subcontractors).

The Parties, unless otherwise provided for in the Agreement, undertake to maintain absolute confidentiality during the performance of the services covered by the Agreement and for a period of 5 years from the expiry of the contract, except as necessary for the execution of the Agreement itself or when disclosure is required by law or by a public authority.

Art. 13 - Jurisdiction and Dispute Resolution

In the event of any dispute arising out of the interpretation, performance or termination of this Agreement, the parties, as members of the blockchain Blotix.com community, undertake not to resort to ordinary legal proceedings. Instead, they will strive to resolve any dispute amicably, favoring alternative dispute resolution (ADR) tools and methods, such as mediation or arbitration, in order to avoid damage to the blockchain community and protect the interests of all parties involved.

If the parties are unable to reach an amicable agreement within 30 (thirty) days of the occurrence of the dispute, the dispute shall be referred to a single arbitrator, appointed by mutual agreement between the parties or, in the absence of agreement, by the President of the Court of [Competent Court]. The arbitration will take place according to the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitral award shall be final and binding on both parties.

Read, confirmed and signed on.....

BLOTIX FUND LLC

COSTUMER

*****END OF DOCUMENT*****





END OF DOCUMENT

BLOTIX FUND LLC

16192 Coastal Highway, Lewes – 19958, Delaware (USA) info@blotix.org

blotix.com

