

SELLER:

Company: Castellux Ltd. (CNX Network)
IBC NO: 234018
Nobel Capital Limited Room B11, First Floor Providence,
Mahe, Seychelles (P.O. BOX 6007)
Represented by CEO: D. Letsch
Website: www.cnxnetwork.org

BUYER:

[Name and Address of the Investor Participating in the Collective Investment]

1. AGREEMENT TO SELL AND PURCHASE SHARES

1.1 The Seller agrees to sell, and the Buyer agrees to purchase Company Shares in the form of crypto. We emphasize that during the launchpad phase, investors have the autonomy to decide their purchase amount. The shares offered are priced at 0.02 USD per share, and there is a total of 7,500,000 shares available for purchase. Buyers, referred to as 'Buyers' in this contract, have the freedom to determine the quantity they wish to acquire.

2. REBUILDING CNX NETWORK

2.1 Both parties agree to rebuild CNX Network, including but not limited to the following:

- a. Remaking the CNX Mining App
- b. Creating a new CNX Network website
- c. Introducing gaming features in CNX
- d. Implementing strategies to increase ad views on the app
- e. Developing a smart contract for token conversion
- f. Establishing the right database setup and cloud server
- g. Implementing email marketing strategies
- h. Rebranding (Optional)
- i. Smart Contract

2.2 The completion of the tasks outlined in Annex A is expected to take between 3-6 months.

2.3 Project Stake Clause:

- a. The Buyer acknowledges and agrees that any projects developed using the CNX Mining App, its programming, or any parts thereof, shall be subject to a company stake in CNX Network.

c. The determination of the company stake for projects will be based on the proportionate use of the CNX Mining App or its programming in the development of such projects.

3. INVESTMENT

3.1 Investment at Your Own Risk:

The Buyer acknowledges that the investment in CNX Network is undertaken at their own risk. The Seller is not liable for any loss of investment capital.

3.2 Utilization of Funds:

The Seller commits to utilizing the invested funds exclusively for the purposes outlined in Annex A. Investment returns, including a 10% interest on the initial investment, will be paid from the profits generated by CNX Network.

3.3 Repayment of Investment:

The Seller agrees to repay the initial investment amount, along with a 20% interest, to the Buyer. Repayment will be made solely from the profits and earnings of CNX Network. The repayment, including interest, is subject to a maximum limit of 25% of the company's monthly profit. The timing and method of repayment will be determined based on the financial performance of CNX Network, and the Seller will make reasonable efforts to ensure timely and proportional returns.

3.4 No Profit Guarantee:

The Seller is not liable if the investment does not yield profits, provided all contractual obligations are met. The Buyer acknowledges and accepts the inherent risk associated with the investment.

3.5 The Seller expressly disclaims any and all guarantees, whether expressed or implied, regarding the future performance, profitability, or success of CNX Network. The Buyer acknowledges that the success of CNX Network is subject to various market conditions, industry trends, and other factors beyond the control of the Seller. Therefore, the Seller shall not be held liable for any damages, losses, or claims arising from the performance or non-performance of CNX Network.

4. INTELLECTUAL PROPERTY

4.1 The software developed for CNX Network, including the CNX Mining App, website, and any other proprietary technology, remains the sole property and intellectual property of CNX Network. CNX Network retains the right to use, modify, and distribute the software as it deems fit. The Buyer shall not modify or distribute the software without the express written consent of CNX Network.

5. CONFIDENTIALITY AND NON-COMPETE CLAUSE

5.1 Confidentiality:

The Buyer acknowledges the sensitive nature of the information exchanged during the course of this Agreement, including but not limited to business strategies, financial data, and

proprietary technology of CNX Network. Both parties agree to maintain strict confidentiality and not disclose, directly or indirectly, any such information to third parties without the express written consent of CNX Network.

5.2 Non-Compete Clause:

In consideration of the proprietary information shared and to protect the legitimate business interests of CNX Network, the Buyer agrees to a non-compete obligation. During the term of this Agreement and for a period of two years following its termination, the Buyer shall refrain from directly or indirectly engaging in or supporting any business or enterprise that competes with CNX Network within the same industry and geographical location.

5.3 Exceptions:

This non-compete obligation shall not apply to situations where the Buyer's engagement is in the capacity of a shareholder, investor, or as otherwise expressly agreed upon in writing by both parties.

5.4 Enforcement:

In the event of a breach or threatened breach of this non-compete clause, CNX Network shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

5.5 Reasonableness:

The Buyer acknowledges that the restrictions imposed herein are reasonable and necessary for the protection of CNX Network's business interests. If any court of competent jurisdiction deems any provision of this non-compete clause unreasonable in duration or scope, such provision shall be modified to be valid and enforceable to the maximum extent permitted by law.

5.6 Survival:

The obligations under this non-compete clause shall survive the termination of this Agreement and continue to be binding upon the Buyer for the specified two-year period.

6. ADDITIONAL PROVISIONS

6.1 Due diligence

The Buyer acknowledges that they have conducted their due diligence regarding CNX Network and the proposed investment. The Seller is not responsible for any misinformation or undisclosed liabilities not reasonably discoverable through due diligence.

6.2 Right of first refusal

The Buyer agrees to grant the Seller a right of first refusal in the event they decide to sell or transfer any or all of their shares in CNX Network. The Seller shall have the option to purchase these shares before they are offered to any third party.

6.3 Dispute resolution

Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the Arbitration Institution in Seychelles, and

judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

6.4 Indemnification

The Buyer agrees to indemnify and hold harmless the Seller from any losses, damages, or liabilities incurred as a result of any misrepresentation, breach of warranty under this Agreement.

6.5 Voting Rights

The Buyer acknowledges that their voting rights in CNX Network are limited to matters specifically outlined in this Agreement and the company's bylaws.

6.5 TERMINATION

The Seller reserves the right to terminate this Agreement in the event of a material breach by the Buyer. In such cases, the Seller retains the right to retain the investment amount and cancel any remaining obligations.

6.6 AMENDMENTS

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

7. 14-DAY RECLAIM POLICY

7.1 The Buyer acknowledges a 14-day cooling-off period, during which they may reclaim their investment. The 14-day period commences from the date when all funds have been collected.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Seychelles.

9. NON-DISCLOSURE AGREEMENT (NDA) CLAUSE

9.1 Both parties agree to keep confidential all information, data, and materials exchanged during the course of this Agreement. This confidentiality obligation extends to a period of two years following the termination of this Agreement.

10. SEVERABILITY

If any provision of this Agreement is found to be unlawful, void, or unenforceable, the remaining provisions shall remain in full force and effect. Neither party shall have the right to bring any claim or action against the other based on the illegality, voidness, or unenforceability of any provision in this Agreement.

11. PAYMENT

11.1 Payment Currency:

The Buyer shall make the payment in BSC to the Seller in the official launchpad:
launchpad.cnxnetwork.org.

11.2 Payment Deadline:

The Buyer agrees to make the payment within 14 working days from the effective date of this Agreement.

11.3 Payment Address:

The payment shall be made in: launchpad.cnxnetwork.org

11.4 Confirmation of Payment:

The Buyer shall provide the Seller with confirmation of the payment transaction promptly upon completion.

11.5 Failure to Make Payment:

In the event that the Buyer fails to make the payment within the specified timeframe, the Seller reserves the right to take appropriate legal action and may terminate this Agreement at their discretion.

12. DIVIDEND RIGHTS AND ANNUAL MEETING

12.1 Dividend Rights:

The shareholders shall be entitled to receive dividends from the profits of CNX Network as determined during the annual meeting.

12.2 Annual Meeting:

A yearly meeting shall be convened by CNX Network within 90 days after the end of each fiscal year. During this meeting, shareholders will discuss and decide on the distribution of dividends and formulate plans for the upcoming year.

12.3 Dividend Distribution:

The dividends declared during the annual meeting will be distributed to shareholders in proportion to their respective shareholdings.

12.4 Decision-Making Process:

Decisions regarding dividend distribution and future plans shall be made through a consensus reached during the annual meeting. In the absence of a consensus, decisions shall be made based on a vote, with each shareholder's voting power proportionate to their shareholding.

12.5 Notification of Meeting:

CNX Network shall provide shareholders with a minimum of 30 days' notice before the annual meeting. The notice shall include the agenda items, financial reports, and any other relevant information.

12.6 Quorum:

The annual meeting shall be considered valid if attended by shareholders representing at least 51% of the total shares issued and outstanding.

12.7 Documentation:

Minutes of the annual meeting, including decisions on dividend distribution and plans for the upcoming year, shall be documented and shared with all shareholders within 30 days of the meeting.

12.8 Right of Inspection:

The Seller reserves the right to inspect the financial records and operations of CNX Network at reasonable intervals to ensure compliance with the terms of this Agreement.

14. SMART CONTRACT AND TOKEN ISSUANCE

14.1 Smart Contract Creation:

Within the first 30 days after collecting the full investment amount of 100,000 EURO, CNX Network agrees to create a smart contract governing dividend rights. This smart contract shall outline the mechanisms for dividend distribution based on the decisions made during the annual meeting.

14.2 Token Issuance:

In conjunction with the smart contract creation, CNX Network agrees to issue the purchased crypto tokens, hereinafter referred to as "Dividend Tokens." These tokens represent ownership stakes in the dividend distribution process as outlined in the smart contract.

14.3 Token Allocation:

The number of Dividend Tokens allocated to each shareholder shall be proportionate to their respective shareholdings in CNX Network.

14.4 Dividend Token Utility:

Dividend Tokens shall serve as a digital representation of the shareholder's entitlement to dividends. Shareholders can utilize these tokens to participate in governance decisions related to dividends during the annual meeting.

14.5 Distribution Mechanism:

The smart contract shall specify the mechanism for distributing dividends in crypto tokens. CNX Network commits to using best efforts to ensure a seamless and secure distribution process.

14.6 Token Transferability:

Shareholders may transfer their Dividend Tokens if discussed with the shareholder board and CEO, subject to any restrictions outlined in the smart contract. CNX Network shall provide a platform or mechanism for the secure transfer of these tokens.

14.7 Amendments to Smart Contract:

Any amendments or modifications to the smart contract shall be made in writing and communicated to all shareholders. Amendments may be proposed by CNX Network or shareholders, subject to approval as outlined in the smart contract.

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

Signature seller

Sellers name:
Dominic Letsch
CNX Network

Date: _____

Signature buyer

Buyers name:

Date: _____