

11.17.2024

Notice of Sale and Differentiation of The NEXUS Token

This notice serves to inform that Web3 Labs LLC has sold the beta token, previously known as "The NEXUS Token," to a third-party entity, dAppd LLC. As part of this transaction, the token's name must be changed to further distinguish it from Web3 Labs LLC's new token, "NEXUS3."

The NEXUS Token, located on the Binance Smart Chain at address 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164, is now separate and distinct from the newly developed NEXUS3 token. NEXUS3, which also resides on the Binance Smart Chain, operates at address 0x31279B2527FbAe09a57d48A63e9B9c5d4Fe597DE. The NEXUS3 token's code and exclusive use-case have been specifically designed to ensure differentiation and full U.S. Regulatory Compliance, which is easily verifiable in the source code itself.

In compliance with U.S. regulatory guidelines, the sale document detailing the transaction of The NEXUS Token from Web3 Labs LLC to dAppd LLC is available for public view. This document ensures transparency and supports regulatory compliance measures, further reinforcing the distinction between The NEXUS Token and NEXUS3.

For reference:

- The NEXUS Token: Binance Smart Chain address
0xE02b3F47B0528440a948cE53C8Cc2882A8d34164
- NEXUS3 Token: Binance Smart Chain address
0x31279B2527FbAe09a57d48A63e9B9c5d4Fe597DE

Please refer to the enclosed sales document for additional information.

In accordance with U.S. regulatory compliance requirements, the token located at Binance Smart Chain address 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164 is no longer permitted or able to interact with any Web3 infrastructure managed by Web3 Labs LLC. This compliance measure has been fully implemented to ensure adherence to regulatory standards.

Users who have not vacated the smart contract in accordance with the legal notices posted on the publicly accessible website thenexustoken.com will be required to interact with the smart contract manually. Please review all instructions and details provided on the website to ensure compliance and facilitate any necessary actions.

SALE OF ASSET AGREEMENT

This Sale of Asset Agreement ("Agreement") is made and entered into on this 17 day of November, 2024, by and between **Web3 Labs LLC**, a limited liability company organized under the laws of the State of Oklahoma, with its principal place of business at 2801 East Kenosha, Suite 140128, Broken Arrow, OK 74014 ("Seller"), and **dAppd LLC**, a limited liability company organized under the laws of the State of Wyoming, with its principal place of business at 1309 Coffeen Avenue, Suite 1200, Sheridan, WY, 82801 ("Buyer").

WHEREAS:

- Seller is the owner of a digital asset known as "The NEXUS Token," which was purchased on October 10, 2024, and is located on the Binance Smart Chain at smart contract address 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164 (the "Asset").
- Buyer desires to purchase and acquire all rights, title, and interest in and to the Asset, and Seller desires to sell the Asset to Buyer, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Sale and Transfer of Asset

1.1. Sale of Asset

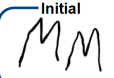

Seller agrees to sell, transfer, assign, and convey to Buyer, and Buyer agrees to purchase and accept, all rights, title, and interest in and to the Asset.

1.2. Asset Description

The Asset, identified as "The NEXUS Token," resides on the Binance Smart Chain and is assigned the smart contract address 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164.

2. Consideration

Buyer agrees to pay Seller the sum of \$1.00 and to provide labor for the development and full deployment of a new token as consideration for the purchase of the Asset. This new token, located at Binance Smart Chain address 0x31279B2527FbAe09a57d48A63e9B9c5d4Fe597DE, has been specifically designed for use within certain regulated parameters, is subject to limited patent rights, and is acknowledged as compliant with United States regulatory guidelines as of November 15, 2024 as a utility token. Under this arrangement, the new utility token is recognized as unique and cannot be mistaken for, or construed as, a similar token or likeness of the token listed at smart contract address 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164. In its current decentralized and dormant state, the asset located at 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164 is recognized as fully compliant within U.S. regulatory frameworks. This payment shall be made in full upon execution of this Agreement, with no additional consideration due thereafter.

Initial Initial
 

3. Compliance with U.S. Regulatory Guidelines

3.1. Compliance of NEXUS Token

In accordance with U.S. regulatory requirements, Seller has ensured that the Asset is no longer able to interact with any Web3 Labs LLC infrastructure managed by Seller. Buyer acknowledges that this compliance measure has been fully implemented prior to purchase.

4. User Notice

Buyer acknowledges that users who have not vacated the smart contract associated with the Asset, as outlined in the legal notices on the publicly accessible website thenexustoken.com, may be required to interact with the smart contract manually.

5. Representations and Warranties

5.1. Seller's Warranties

Seller represents and warrants that:

- It has the full authority to sell and transfer the Asset to Buyer;
- The Asset is free from any claims, liens, or encumbrances;
- It has complied with all regulatory requirements concerning the Asset, including the discontinuation of interaction with all Web3 Labs LLC infrastructure managed by Seller.

5.2. Buyer's Warranties

Buyer represents and warrants that:

- It has the authority to purchase and receive the Asset;
- It understands and agrees to comply with all applicable laws and regulations governing the Asset.
- Upon purchase, Buyer warrants that the name and symbol of the token located at Binance Smart Chain address 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164 will not be used to represent Web3 Labs LLC in any present or future endeavors. It is understood by both parties that the name of the token cannot be changed as the name and symbol (alphabetical characters) is immutable within the contract.

6. Indemnification

The Buyer and Seller acknowledges that, due to the decentralized nature of the smart contract located at Binance Smart Chain address 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164, they are not aware of any issues or the identities of any individuals or entities interacting with or residing on this smart contract. It has been recognized and verified that the token at smart contract address 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164 was previously fully decentralized and "open sourced," allowing any individual or entity to utilize it. The Seller further represents that they are unaware of any claims, liens, or encumbrances related to the token at 0xE02b3F47B0528440a948cE53C8Cc2882A8d34164, and as no claim has been brought forward, this asset is recognized as available for use within its respective market,

provided it is used in compliance with applicable legal and regulatory guidelines. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, damages, losses, or liabilities, including reasonable attorneys' fees, arising out of or related to any breach of this Agreement by the indemnifying party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of laws principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the sale of the Asset and supersedes all prior or contemporaneous understandings, agreements, or representations, whether written or oral, regarding the same.

9. Amendments

Any amendment to this Agreement must be in writing and signed by both parties.

10. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

Signed by:
Web3 Labs LLC
By: *Web3 Labs LLC*
Name: Web3 Labs LLC
Title: Managing Member
Date: 11/17/2024

DocuSigned by:
dAppd LLC
By: *Michael Milford*
Name: Michael Milford
Title: CEO
Date: 11/18/2024

Initial MM Initial WLL

Certificate Of Completion

Envelope Id: D8F0ABA3401041ACA7AE1B6D563A63EF

Status: Completed

Subject: Asset Sale: Sale of The NEXUS Token

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 6

Nicolin Decker

AutoNav: Enabled

nicolin@kingstonedevelopment.com

Envelopeld Stamping: Enabled

IP Address: 166.194.132.56

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Nicolin Decker

Location: DocuSign

11/17/2024 4:44:25 PM

nicolin@kingstonedevelopment.com

Signer Events

Michael Milord

milord@dappd.net

CEO

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

D40FAF3E47D5489...

Signature Adoption: Drawn on Device
Using IP Address: 69.139.6.136

Timestamp

Sent: 11/17/2024 4:48:06 PM

Viewed: 11/18/2024 10:31:47 AM

Signed: 11/18/2024 10:35:31 AM

Electronic Record and Signature Disclosure:

Accepted: 11/17/2024 1:13:41 PM

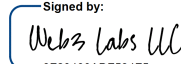
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Web3 Labs LLC

client@web3labs.dev

Managing Member

Security Level: Email, Account Authentication
(None)

Signed by:

8F29400ADF534F5...

Signature Adoption: Pre-selected Style
Using IP Address: 166.194.132.56

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Viewed: 11/17/2024 4:48:55 PM

Signed: 11/17/2024 4:49:10 PM

Electronic Record and Signature Disclosure:

Accepted: 11/17/2024 4:48:55 PM

ID: 0f079d8a-6454-4024-b619-68519f567fa3

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/17/2024 4:48:06 PM

Certified Delivered

Security Checked

11/17/2024 4:48:55 PM

Signing Complete

Security Checked

11/17/2024 4:49:10 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	11/18/2024 10:35:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Nicolin Decker (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nicolin Decker:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nicolin@kingstonedevelopment.com

To advise Nicolin Decker of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nicolin@kingstonedevelopment.com and in the body of such request you must state:

your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Nicolin Decker

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nicolin@kingstonedevelopment.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nicolin Decker

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nicolin@kingstonedevelopment.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Nicolin Decker as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Nicolin Decker during the course of your relationship with Nicolin Decker.