

TROPTIONS ECO SYSTEM MERCHANT AGREEMENT

This Troptions Eco System Merchant Agreement (the "Agreement") is made as of the 26 day of OCT, 2018 by and between TROPTIONS CORPORATION, a Florida Corporation with its principal place of business located at 1011 Adams Street, West Palm Beach, FL 33407 ("Troptions") and NETsolution, a IT Company whose address is 3224 Merry Meadow, El Paso, TX 79938 ("Merchant").

WHEREAS Merchant wishes to acquire the capability to accept the XTroptions.Gold cryptocurrency created by Troptions in exchange for the goods and/or services provided by Merchant in the normal course of its existing business; and

WHEREAS Troptions wishes to enable Merchant to accept its XTroptions.Gold cryptocurrency in exchange for Merchant's goods and/or services;

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions and obligations set forth hereinafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- **RECITALS**

The Recitals set forth hereinabove are hereby incorporated into this Agreement.

- **ACCEPTANCE OF XTROPTIONS.GOLD**

Merchant hereby agrees to accept Xtroptions.Gold as an alternative currency for each and every transaction involving Merchant. In transactions in which the other party wishes to use Xtroptions.Gold as an alternative currency, Merchant shall accept no less than a minimum of 20% of the sale price (and up to a maximum of 100% of the sale price) in Xtroptions.Gold.

- **MARKETING**

Merchant shall prominently display Troptions logos in its store(s) and place(s) of business and on its website(s) and its social media site(s) to inform its customers that it now accepts Xtroptions.Gold. Troptions shall provide all logos, decals, stickers, cards and other marketing materials to Merchant for its use. The Troptions logos and marketing materials are trademarked and copyrighted and shall remain the property of Troptions and are provided for the sole and exclusive use of Merchant.

Merchant hereby gives permission for Troptions to use its name, logos and marketing materials in all Troptions marketing platforms, including, without limitation, all Troptions websites and social media sites and postings to inform the public that Merchant now accepts Xtroptions.Gold as an alternative currency for transactions.

- **BUSINESS OPERATIONS**

Troptions is building a Point of Sale (POS) system to enable merchants to accept Xtroptions.Gold and other "cryptocurrencies" such as Bitcoin. When the Troptions POS system is ready for implementation, Troptions shall make the POS system available to Merchant on a first-come, first-served basis. Troptions shall endeavor to provide its POS system to merchants in the order in which they signed up to accept Xtroptions.Gold, such that the earliest adopters get the first opportunity to use the POS system, however any failure of Troptions to adhere strictly to this order shall not subject Troptions to any liability whatsoever.

- **INDEMNIFICATION**

Troptions shall not be liable in any manner for the actions or omissions of Merchant. Merchant hereby indemnifies Troptions from any and all liability that might be incurred by Troptions or imputed to Troptions as a result of the actions or omissions of Merchant.

- **NON-COMPETITION**

Neither party shall compete directly with the other party within the respective industries and spheres of business in which they currently operate. Each party shall have the right to enter into agreements and business relationships with entities in other industries and spheres of business, even if such action would put them into direct competition with the other party in an industry in which they were not involved as of the effective date of this Agreement. Troptions shall have the right to purchase interest in entities in the same industry or sphere of business as Merchant.

- **REPRESENTATIONS AND WARRANTIES**

Merchant hereby represents, warrants and covenants to Troptions as follows:

- 7.1 Merchant has the sole authority to enter into and carry out its obligations under this Agreement.
- 7.2 The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not act as a breach of any contract or agreement to which Merchant is a party.
- 7.3 Seller is currently the sole member and owner of 100% of the membership interests in Company and Seller has made no agreements with any other parties to sell all or any portion of its membership interest in Company.

• **MISCELLANEOUS**

- 8.1 Applicable Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia, without regard to principles of conflicts of law.
- 8.2 Final Agreement. This Agreement supersedes all other prior oral or written agreements or understandings among the parties or any of them with respect to the subject matter of this Agreement.
- 8.3 Amendment. This Agreement may be amended only by a written document signed and properly authorized by each of the parties hereto.
- 8.4 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall together constitute one and the same instrument. Each party agrees that facsimile or electronic (PDF) signatures of this Agreement shall have the same force and effect as the original signatures.
- 8.5 Notice. Any notice or other communication given or required pursuant to this Agreement by any party to any other party shall be deemed properly given if the notice is in writing and is personally delivered or is mailed by certified mail, postage prepaid, return receipt requested, or by other nationally recognized overnight delivery service providing evidence of delivery, to such party at its address set forth below:

To Troptions: Troptions Corp, 1011 Adams Street, West Palm Beach, FL 33407

To Merchant:

__NETsolution_____

or to such other address as a party may hereafter furnish to the other parties for such purpose by written notice given to the other parties in accordance with this subsection (e). Notice shall be deemed received three (3) days after such notice is placed in the hands of an internationally recognized overnight delivery service, or seven (7) days after such notice is deposited in the mail.

- 8.6 Headings. The headings herein are for convenience only and do not limit or restrict the meaning of the text of this Agreement.
- 8.7 Invalidity or Unenforceability. If any provision of this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is to be performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.
- 8.8 Waiver. No delay in acting or failure to act shall constitute a waiver of any right of any party under this Agreement. Any waiver must be in writing and signed by the party entitled to the benefit of the right being waived. Unless otherwise stated in the waiver, any waiver applies only to the specific circumstance for which the waiver is given and not to any subsequent circumstance involving the same or any other right.
- 8.9 Money. All references in this Agreement to money shall be expressed in U.S. Dollars and all payments shall be payable in U.S. Dollars or the equivalent value in Troptions, at the sole option and discretion of the payer.
- 8.10 Dispute Resolution. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be determined by litigation in the State of Georgia. This clause shall not preclude parties from seeking provisional remedies by aid of mediation from a court of appropriate jurisdiction. The prevailing party shall be entitled to receive reimbursement of its attorney's fees and costs of litigation from the non-prevailing party within thirty (30) days from the date of the final judgment of the Court.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on behalf of the parties as of the date first written above.

TROPTIONS

TROPTIONS CORPORATION,

A Florida Corporation

MERCHANT

NETsolution,

By____Anthony

Contreras_____

Bryan Stone, its President

Its_____