

BEYOND OIL LTD

PROMISSORY NOTE PURCHASE AGREEMENT

THIS PROMISSORY NOTE PURCHASE AGREEMENT (the “*Agreement*”) is made as of November 15, 2021 (the “*Effective Date*”) by and among Beyond Oil Ltd., an Israeli Company (the “*Company*”), and FTC Cards, Inc. (the “*FTC*”).

RECITAL

The Company, FTC and its shareholders entered into a Share Purchase Agreement, dated September 26, 2021 (“*SPA*”), relating to a public listing transaction of the Company; and

To provide the Company with additional resources to conduct its business, until the consummation of the transaction contemplated in the SPA, FTC is willing to loan to the Company in a few disbursements an aggregate amount of US\$750,000 (seven hundred and fifty thousand dollars) the (“*Loan Amount*”), by way of purchasing a secured promissory note from the Company, subject to the conditions specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, the Company and FTC, intending to be legally bound, hereby agree as follows:

1. AMOUNT AND TERMS OF THE LOAN

1.1 The Loan. Subject to the terms of this Agreement, FTC agrees to lend to the Company in several installments specified below the Loan Amount against the issuance and delivery by the Company of a secured promissory note, in substantially the form attached hereto as EXHIBIT A (the “*Note*”).

1.2 Installments:

(a) Within five (5) days of the Closing, an amount of US\$450,000, to be used by the Company in accordance with a budget approved by FTC and the Company (the “*Parties*”).

(b) Thirty (30) days after the first installment, subject to receipt of a detailed budget approved by FTC with respect to such installment, an additional installment of US\$175,000.

(c) Thirty (30) days after the second installment, subject to receipt of a detailed budget approved by FTC with respect to such installment, an additional installment of US\$175,000.

2. CLOSING AND DELIVERY

2.1 Closing. The closing of the sale and purchase of the Note (the “*Closing*”) shall be held remotely via the exchange of documents and signatures on the Effective Date, or at such other time as the Company and FTC may mutually agree (such date is hereinafter referred to as the

“**Closing Date**”). At the Closing, the Company will deliver to FTC the Note to be purchased by FTC, against receipt by the Company of the first installment with respect to the Loan Amount.

2.2 Delivery. At the Closing: (i) FTC shall deliver to the Company a check or wire transfer funds in the amount of the first installment and (ii) the Company shall issue and deliver to FTC a Note in favor of FTC payable in the principal amount of FTC’s Loan Amount according to the terms thereof. The Company's obligation to issue the Note shall be subject to FTC having delivered on or prior to the Closing, the first installment in respect of the Note being purchased by FTC.

3. REPRESENTATIONS, WARRANTIES THE COMPANY

The Company hereby represents and warrants to the FTC as of the Closing as follows:

3.1 Organization and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Israel. The Company has the requisite corporate power to own and operate its properties and assets and to carry on its business as now conducted. The Company does not have any direct and indirect subsidiaries that are wholly-owned or over which the Company has voting control.

3.2 Corporate Power. The Company has all requisite corporate power to execute and deliver this Agreement, to issue the Note (collectively, the “**Loan Documents**”) and to carry out and perform its obligations under the Loan Documents.

3.3 Authorization. All corporate action on the part of the Company, its directors and its shareholders necessary for the authorization of the Loan Documents and the execution, delivery and performance of all obligations of the Company under the Loan Documents, including the issuance and delivery of the Note has been taken or will be taken. The Loan Documents, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with their 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, and subject to the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws.

3.4 Governmental Consents. Except for any notices required or permitted to be filed after the Closing Date with certain governmental authorities in connection with the transactions contemplated by this Agreement, all consents, approvals, orders, or authorizations of, or registrations, qualifications, designations, declarations, or filings with, any governmental authority, required on the part of the Company in connection with the valid execution and delivery of this Agreement, the offer, sale or issuance of the Note or the consummation of any other transaction contemplated hereby shall have been obtained and will be effective at such time as required by such governmental authority.

3.5 Compliance with Laws. The Company is not in violation of any applicable material statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation would materially and adversely affect the business, assets, liabilities, financial condition or operations of the Company.

3.6 Compliance with Other Instruments. The Company is not in violation or default of any term of its certificate of incorporation or articles of association, or of any material provision of any mortgage, indenture or contract to which it is a party and by which it is bound or to its knowledge of any material judgment, decree, order or writ, other than such violations that would not individually or in the aggregate have a material adverse effect on the Company. The execution, delivery and performance of the Loan Documents, and the consummation of the transactions contemplated by the Loan Documents will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company.

3.7 Use of Proceeds. The Company shall use the proceeds of sale and issuance of the Notes for the audit and legal expenses in connection with the transaction contemplated in the SPA, for expenditures in accordance with the approved budgets as set out in Section 1.2 and not for any purpose.

4. REPRESENTATIONS AND WARRANTIES OF FTC

4.1 Binding Obligation. FTC represents that it has the full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement and the Loan Documents constitute valid and binding obligations of FTC, enforceable in accordance with their terms.

4.2 Ability to Bear Economic Risk. FTC acknowledges that proving the Loan Amount involves a certain degree of risk, and represents that it is able, without materially impairing its financial condition, to bear such risk and to suffer a complete loss of its investment.

4.3 Tax Advisors. FTC has reviewed with its own tax advisors the Israeli tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, FTC relies solely on any such advisors and not on any statements or representations of the Company or any of its agents, written or oral. FTC understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment and the transactions contemplated by this Agreement.

5. MISCELLANEOUS

5.1 Binding Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This agreement is subject to the SPA and shall be considered as part of the SPA's ancillary agreements. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Israel, without giving effect to conflicts of laws principles of the State of Israel or of any other state. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Tel Aviv-Jaffa.

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

5.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company and FTC at the address on the signature page below, or at such other addresses as the Company or FTC may designate by 10 days advance written notice to the other parties hereto.

5.6 Modification; Waiver. No modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective only upon the written consent of the Parties. Any provision of the Notes may be amended or waived by the written consent of the Company and the Requisite Holders.

5.7 Expenses. The Company and FTC shall each bear its respective expenses and legal fees incurred with respect to this Agreement and the transactions contemplated herein.

5.8 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to FTC, upon any breach or default of the Company under the Loan Documents shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by FTC of any breach or default under this Agreement, or any waiver by FTC of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Agreement, or by law or otherwise afforded to FTC, shall be cumulative and not alternative.

5.9 Entire Agreement. This Agreement and the Exhibit hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

5.10 Further Assurance. The parties hereto agrees and covenants that at any time and from time to time it will promptly execute and deliver such further instruments and documents and take such further action as may reasonably be required in order to carry out the full intent and purpose of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this **PROMISSORY NOTE PURCHASE AGREEMENT** as of the date first written above.

COMPANY:

"Tamir Gedo"

BEYOND OIL LTD.

By:

Name: Tamir Gedo

Title: CEO

Address:

2 Reshit Hahityashvut Road, Yifat 3658300, Israel

IN WITNESS WHEREOF, the parties have executed this **PROMISSORY NOTE PURCHASE AGREEMENT** as of the date first written above.

FTC:

"Robert Kiesman"

FTC CARDS, INC.

By:

Name: Robert Kiesman

Title: CEO

Address:

11871 Sixth Avenue

Richmond, BC. V7E 6L4

EXHIBIT A
FORM OF PROMISSORY NOTE

SECURED PROMISSORY NOTE

US\$750,000 (Seven Hundred and Fifty Thousand Dollars)

Dated: November 15, 2021

For value received Beyond Oil Ltd., an Israeli Company (the “**Company**”), promises to pay to FTC Cards, Inc or its assigns (“**Holder**”) the principal sum of up to US\$750,000 (Seven Hundred and Fifty Thousand Dollars) together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below.

THE OBLIGATIONS DUE UNDER THIS NOTE ARE SECURED BY A SECURITY AGREEMENT (THE “**SECURITY AGREEMENT**”) DATED AS OF THE DATE HEREOF AND EXECUTED BY THE COMPANY FOR THE BENEFIT OF HOLDER. ADDITIONAL RIGHTS OF HOLDER ARE SET FORTH IN THE SECURITY AGREEMENT.

This secured promissory note (the “**Note**”) is issued pursuant to the terms of that certain Promissory Note Purchase Agreement (the “**Agreement**”) dated as of November 15, 2021 between the Company and the Holder. Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

1. Repayment. All payments of interest and principal shall be in lawful money of the United States of America. All payments shall be applied first to accrued interest, and thereafter to principal. The outstanding principal amount of the Loan shall be due and payable within 80 days following receipt of notification by the Holder pursuant to the Agreement (the “**Maturity Date**”). At the Closing, FTC will waive the loan amount and the liens, including intra alia first ranking fixed charge and pledge on all of the Company’s right, title and interest to and in its Intellectual Property placed or over the Intellectual Property rights owned exclusively by the Company, shall be terminated, void and have no further effect.

2. Interest Rate. Upon the Maturity Date, the Company promises to pay simple interest on the outstanding principal amount hereof from the date hereof until payment in full, which interest shall be payable at the rate of ten percent (10%) per annum Interest shall be due and payable on the Maturity Date and shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

3. Expenses. In the event of any default hereunder, the Company shall pay all reasonable attorneys’ fees and court costs incurred by Holder in enforcing and collecting this Note.

4. Prepayment. The Company may prepay this Note prior to the Maturity Date without the consent of the Holder.

5. Default. If there shall be any Event of Default under this Note and the Security Agreement, at the option and upon the declaration of the Holder and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under Section 5(c) or 5(d)), this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable and the Holder shall be entitled to exercise any other right power or remedy granted to it by the Security Agreement or otherwise permitted to it by law, either by suit

in equity or by action at law, or both. The occurrence of any one or more of the following shall constitute an Event of Default:

(a) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(b) The Company shall default in its performance of any covenant, obligation, condition or agreement under the Agreement or any Note or the Security Agreement;

(c) Any representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of the Company to the Holder in writing, in or pursuant to this Note or the Security Agreement shall be false, incorrect or misleading in any material respect when made or furnished.

(d) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(e) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within 60 days under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company.

6. Waiver. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

7. Governing Law. This Note shall be governed by and construed under the laws of the State of Israel without regard to conflicts of laws principles. Any dispute arising out of, in connection with, or with respect to, this Note shall be adjudicated in the competent courts of Tel Aviv.

8. Modification; Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Holder.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have signed this Note as of the date first set forth.

Beyond Oil Ltd. (Company)	FTC Cards, Inc (Holder)
By: <i>"Tamir Gedo"</i>	By: <i>"Robert Kiesman"</i>
Name: Tamir Gedo	Name: Robert Kiesman
Title: CEO	Title: CEO

[SIGNATURE PAGE TO SECURED PROMISSORY NOTE OF BEYOND OIL LTD]