

Announcement

For Immediate Release June 20, 2017 - 5:00PM CST:

Exergonix Termination of Agreement with Global Power Pte. Ltd. (d/b/a PowerOnXpress)

Exergonix, Inc. terminated its relationship with Global Power Pte. Ltd d/b/a PowerOnXpress ("GP"), Nigel Sandor Allan, Bjorn Thomas and Jarle Thorsen on May 9, 2017 as a result of GP's multiple breaches of its agreement with Exergonix. Despite numerous written and telephone requests for information about GP's financial health and its fiduciary compliance as represented to members of the PowerOn network by Messrs. Allan, Thomas and Thorsen, they failed to provide any details as required under the agreement. This was despite the fact that GP prepared materials for Don Nissanka, as the CEO of Exergonix, to present to members that indicated GP had agreed that Exergonix would monitor GP's fiduciary compliance pursuant to an agreement between Exergonix and GP.

Messrs. Allan, Thomas and Thorsen's repeated refusal to provide any information to Exergonix about the financial health or legal compliance of GP -- as they had contractually agreed to do -- left Exergonix with no other choice but to terminate the relationship with GP and Messrs. Allan, Thomas and Thorsen because there was no way for Exergonix to determine whether GP was compliant with its financial and fiduciary obligations.

Since the termination, we have become aware of allegations that Exergonix ended its relationship with GP with no warning and without explanation, and we have become aware of GP communications to its members making those allegations. In multiple written communications, Exergonix gave GP and Messrs. Allan, Thomas and Thorsen months to disclose information about how they were spending members' money and to demonstrate operations of the company were legal. Exergonix explained this failure as the reason for termination in the May 9 termination letter.

We are aware of numerous false statements that the leadership of GP have made about Exergonix. To be clear: GP never loaned any money nor made any investment in Exergonix. Neither Exergonix nor Don Nissanka have received a single dollar from GP other than reimbursement for direct expenses incurred in support of GP operations.

Further, any suggestion that Exergonix failed to deliver on products ordered by GP is false – GP has never issued a single purchase order to Exergonix for any of its products. In the May 9, 2017 termination letter to GP and Messrs. Allan, Thomas and Thorsen, Exergonix also advised GP that they no longer had permission to use the names Exergonix, Bioauctus, Neighborhood Power, Verd2Go or any other affiliate of Exergonix and that they should cease and desist from doing so immediately. They have not only continued to use Exergonix’s intellectual property, but have falsely misrepresented to PowerOnXpress members that they continue to have a relationship with Exergonix affiliates. It has also come to Exergonix’s attention that Messrs. Allan, Thomas and Thorsen have interfered with Exergonix’s business relationships. Exergonix plans to file a lawsuit against GP, Messrs. Allan, Thorsen and Thomas for this interference, for resulting damage to its business, and to protect its business interests.