

2.1 **Payment Terms:** The Purchase Price shall be paid by Buyer to Seller in two

installments: - 50% ($6,250) upfront upon the execution of this Agreement. - 50%

($6,250) upon delivery and completion of the transfer of the Assets.

**3. Transfer of Ownership**

3.1 **Closing Date:** The transfer of the Assets shall be completed by 1 July ("Closing

Date").

3.2 **Transfer of Rights:** Upon the receipt of the Purchase Price by Seller, Seller shall

transfer all rights, title, and interest in and to the Assets to Buyer.

**4. Representations and Warranties**

4.1 **Seller's Representations:** Seller represents and warrants that:

**2. Payment**

Seller is the sole owner of the Assets.



The Assets are free from any license or encumbrances.



Seller has the full

right and authority to sell and transfer the Assets.

4.2 **Buyer's Representations:** Buyer represents and warrants that:



Buyer has the full right and authority to purchase the Assets.

1.1 **Assets to be Transferred:** Seller agrees to sell, transfer, and assign to Buyer, and

This Acquisition Agreement ("Agreement") is made and entered into as of 29 June, by

and between:

**Seller:** adsfeed.io

30 St Mary's Axe, London, England, EC3A 8BF

support@adsfeed.io

**Buyer:** FastTec B.V.

Mattenbieslaan 105, 3452AD Vleuten

tech@fasttec.net

**1. Sale and Purchase**

**Acquisition Agreement**

Buyer agrees to purchase from Seller, the following assets (collectively, the "Assets"):



Billion VPN (including all source code, documentation, trademarks, customer data,

and other related intellectual property).



Thunder VPN (including all source code, documentation, trademarks, customer data,

and other related intellectual property).

1.2 **Purchase Price:** The total purchase price for the Assets shall be $12,500 (Twelve

Thousand Five Hundred US Dollars) ("Purchase Price").

8.1 **Amendments:** Any amendment or modification of this Agreement must be in

FastTec B.V.

**Buyer:**

adsfeed.io

**Georgi Mamelyan**

**Seller:**

day and year first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

**9. Signatures**

writing and signed by both parties.

**5. Confidentiality**

**8. Amendments**

written or oral, concerning the subject matter of this Agreement.

parties and supersedes all prior negotiations, agreements, and understandings, whether

7.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the

**7. Entire Agreement**

with the laws of the State of UK, without regard to its conflict of law principles.

6.1 **Jurisdiction:** This Agreement shall be governed by and construed in accordance

**6. Governing Law**

transaction.

the terms of this Agreement and any proprietary information exchanged during the

5.1 **Confidential Information:** Both parties agree to maintain the confidentiality of