

DIGITAL ASSET PURCHASE AGREEMENT

This Digital Asset Purchase Agreement (hereinafter, the "Agreement") is entered into and effective as of April 15, 2025 (the "Effective Date"),

BETWEEN:

Corporación T4E C.A., a company duly incorporated under the laws of Venezuela, with its principal place of business at Centro Corporativo T4E, Urbanización Camoruco, Valencia - Carabobo, Venezuela, represented herein by Manuel Romero (hereinafter, the "**Buyer**")

AND:

PT BILLION JAYA GROUP, a company duly incorporated under the laws of Indonesia, with its principal place of business at Perumahan Babel Residence, 33124, Indonesia, represented herein by Cakra Budiman (hereinafter, the "**Seller**").

The Buyer and the Seller shall be individually referred to as a "Party" and collectively as the "Parties".

RECITALS:

A. The Seller owns and operates the online website and app known as BG Tunnel, which includes a website, mobile applications, associated source code, user database, and other related assets (as defined below). B. The Buyer desires to acquire from the Seller, and the Seller desires to sell to the Buyer, all rights, titles, and interests in and to said assets under the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "**Assets**": Refers collectively to all goods, rights, and properties being sold under this Agreement, including, but not limited to: a. The domain name bgtunnel.com. b. The operational website located at <https://bgtunnel.com/>, including all its content, Xray-core, design, text, graphics, and front-end and back-end source code. c. The "BG Tunnel" mobile application listed on the Google Play Store https://play.google.com/store/apps/details?id=com.app.bgtunnel&hl=es_DO and the Apple App Store <https://apps.apple.com/us/app/bgtunnel-secure-vpn-privacy/id6608970030>. d. The "BG Tunnel" desktop application for MacOS <https://apps.apple.com/us/app/bgtunnel-secure-vpn-privacy/id6608970030?platform=mac>. e. All compilable source code related to the applications mentioned in (c) and (d) for the iOS, Android, and MacOS platforms, as well as any server-side (backend) source code necessary for the full operation of the VPN service and user/payment management. f. All copyrights, trademarks (registered or unregistered), trade names, logos, graphic designs, and image rights associated with the "BG Tunnel" business. g. Ownership and full administrative control

of the application listings mentioned in (c) in the respective app stores (Google Play Console and App Store Connect). h. Ownership and/or full administrative control of all third-party service accounts necessary for the operation, maintenance, and development of the Assets, including (but not limited to) Firebase accounts, databases, hosting providers, integrated payment processors, analytics services, and the RevenueCat.com account used for subscription management (or a new RevenueCat account duly configured by the Seller for the Buyer, per Article 5.4), Xray core. i. Any existing documentation related to the configuration, maintenance, development, or management of the Assets, including VPN server configuration. j. **The complete database of registered users** of the BG Tunnel service up to the Closing Date, including all associated collected information (subject to the privacy warranties in Article 8.1(k)). k. The right of exclusivity over the sold Source Code, as detailed in Article 8.1(f).

1.2 **"Source Code"**: Refers to the complete set of human-readable instructions written in programming languages (including comments, build scripts, and related configuration files) that comprise the software of the mobile applications, desktop applications, website, and backend of the Assets.

1.3 **"Closing Date"**: Refers to the date on which the Second Payment (defined below) is made by the Buyer, once all stipulated conditions for said payment have been met.

1.4 **"Purchase Price"**: Refers to the total agreed amount for the purchase of the Assets, as defined in Article 3.1.

ARTICLE 2: PURCHASE AND SALE OF ASSETS

Subject to the terms and conditions of this Agreement, the Seller sells, transfers, assigns, and delivers to the Buyer, and the Buyer purchases, accepts, and acquires from the Seller, all of the Seller's rights, titles, and interests in and to the Assets (with the exception of the timing of the domain name transfer, per Article 5.5), free and clear of any lien, encumbrance, claim, or restriction, except as expressly permitted in this Agreement. The effective transfer of the domain name ownership shall occur as stipulated in Article 5.5.

ARTICLE 3: PURCHASE PRICE AND PAYMENT TERMS

3.1 **Total Price**: The total purchase price for the Assets is Two Thousand United States Dollars (\$2,000.00 USD) (the "Purchase Price").

3.2 **Payment Method**: The Purchase Price shall be payable by the Buyer to the Seller via PayPal to the account designated by the Seller support@billiongroup.net, in two (2) installments: a. **First Payment**: One Thousand United States Dollars (\$1,000.00 USD) shall be paid within forty-eight (48) hours following the Buyer's written confirmation of the satisfaction of the Conditions Precedent set forth in Article 4. b. **Second Payment**: One Thousand United States Dollars (\$1,000.00 USD) shall be paid within forty-eight (48) hours following the Buyer's written confirmation that all of the following conditions have been satisfactorily fulfilled by the Seller: i. Complete and successful transfer to the Buyer of the ownership and control of the applications on the Google Play Store and Apple App Store to the Buyer's developer accounts. ii. Complete delivery to the Buyer of all Source Code, associated documentation, and the User Database. iii. Complete and successful transfer to

the Buyer of the ownership or full administrative access to all necessary third-party service accounts (Article 1.1(h)), including the functional and operational setup of RevenueCat for the Buyer as agreed in Article 5.4. iv. Confirmation by the Buyer (within the period defined in Article 6.3) that they have been able to successfully compile the Source Code in their development environment (Xcode and Android Studio) with the assistance provided by the Seller according to Article 6. v. Receipt by the Buyer of the explanation regarding the operation of existing offline payments and the documentation/explanation regarding VPN server management, according to Article 7.

ARTICLE 4: CONDITIONS PRECEDENT TO FIRST PAYMENT

The Buyer shall have no obligation to make the First Payment until the following conditions have been met to the Buyer's reasonable satisfaction:

4.1 Viewer Access: The Seller shall provide the Buyer with temporary read-only ("view-only" or equivalent) access to the Google Play and App Store Connect developer consoles specifically for the "BG Tunnel" application, for the purpose of verifying basic metrics and status. **4.2 Domain Verification:** The Seller shall cooperate with the Buyer to verify ownership of the bgtunnel.com domain, for example, by temporarily placing a specific CNAME record provided by the Buyer in the domain's DNS settings. **4.3 Buyer's Confirmation:** The Buyer shall notify the Seller in writing (email to support@billiongroup.net shall suffice) once it deems conditions 4.1 and 4.2 to be satisfactorily fulfilled.

ARTICLE 5: SELLER'S TRANSFER OBLIGATIONS (PRE & POST FINAL PAYMENT)

Upon receipt of the First Payment, the Seller agrees to perform the following transfer actions diligently and promptly:

5.1 Website and Application Transfers: Within five (5) business days following receipt of the First Payment, the Seller shall initiate the official transfer processes for the "BG Tunnel" applications on the Google Play Store and Apple App Store to the developer accounts provided by the Buyer. The Seller shall fully cooperate with all steps required by Google and Apple, and the Website [Bgtunnel.com](https://bgtunnel.com) with the administrative Xray-core dashboard. **5.2 Delivery of Source Code, Documentation, and Database:** Within three (3) business day following receipt of the First Payment, the Seller shall deliver to the Buyer (via a secure agreed method, e.g., private Git repository, file transfer service) the entire complete and compilable Source Code, all existing documentation, and the complete User Database. **5.3 Transfer of Third-Party Accounts:** Within five (5) business days following receipt of the First Payment, the Seller shall transfer ownership or full administrative control of all third-party service accounts (Firebase, hosting, databases, etc to the Buyer, providing all necessary credentials and removing their own access once the transfer is confirmed by the Buyer. **5.4 RevenueCat Management:** Before the Buyer is obligated to make the Second Payment, the Seller shall, to the Buyer's satisfaction: (a) transfer full ownership/administration of the existing RevenueCat account used by the Assets to the Buyer, OR (b) create a new RevenueCat account in the Buyer's name (using payment information and credentials provided by the Buyer), fully configure it within the Source Code and backend to be functionally equivalent to the current setup, and transfer administrative

control of this new account to the Buyer. The Seller is responsible for ensuring that subscription management via RevenueCat is fully operational for the Buyer before the Closing Date.

Post-Second Payment Obligation:

5.5 Domain Name Transfer: Within two (2) business days following the Seller's confirmation of receipt of the full Second Payment, the Seller shall initiate the transfer process for the domain name bgtunnel.com to the registrar and account designated by the Buyer, providing the necessary authorization code (Auth Code) and unlocking the domain. The Seller shall fully cooperate until the transfer is complete.

ARTICLE 6: SOURCE CODE COMPILATION SUPPORT AND FUNCTIONALITY

6.1 Compilation Warranty: The Seller warrants that the delivered Source Code is complete and can be successfully compiled in standard development environments (the latest stable version of Xcode for iOS/macOS and Android Studio for Android as of the Effective Date).

6.2 Compilation Assistance: The Seller shall provide reasonable assistance to the Buyer to achieve the first successful compilation of the Source Code in the Buyer's environment. This assistance shall include: (a) detailed documentation if it exists, and (b) up to a maximum of six (6) hours of remote support via screen-sharing sessions (to be scheduled by mutual agreement) to guide the Buyer through the initial setup and compilation process.

6.3 Buyer's Verification Period: The Buyer shall have ten (10) business days starting from the receipt of the Source Code *and* the completion of the assistance agreed upon in 6.2 (whichever occurs later) to verify that they can successfully compile the Source Code. Confirmation of successful compilation is a condition for the Second Payment (Article 3.2(b)(iv)).

ARTICLE 7: KNOWLEDGE TRANSFER

The Seller agrees to provide the Buyer with the following information and explanations as part of the transaction:

7.1 Offline Payments: Explain in detail to the Buyer (through documentation or direct communication) how the existing method for customers to make offline payments works, as currently configured in the Assets.

7.2 VPN Server Management: Provide clear documentation or a detailed explanation (through direct communication or remote session if necessary, within the framework of general support) on how to configure, manage, and add new VPN servers compatible with the application's infrastructure.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller represents and warrants to the Buyer the following as of the Effective Date and as of the Closing Date:

8.1 Ownership and Authority: a. The Seller is the sole and lawful owner of all Assets and has the full right, power, and authority to enter into this Agreement and sell the Assets to the Buyer (subject to the timing of the domain transfer). b. The Assets are free and clear of all liens, encumbrances, mortgages, pledges, claims, options, rights of first refusal, restrictions,

or security interests of any kind. c. The execution, delivery, and performance of this Agreement by the Seller do not violate any law, regulation, court order, or any agreement to which the Seller is subject. d. The Seller owns or holds valid and transferable licenses for all intellectual property used in the Assets and necessary for their operation as currently operated, and the transfer to the Buyer will not infringe upon the intellectual property rights of any third party. e. **Free of Malicious Code:** To the Seller's best knowledge and belief, the delivered Source Code is free from viruses, malware, trojans, time bombs, backdoors, or any other harmful or malicious code. The Buyer shall have a period of thirty (30) days from the Closing Date to conduct an audit of the Source Code. If hidden malicious code attributable to the Seller is discovered, the Buyer shall have the right to demand that the Seller remedy it at its own expense or, if the issue is substantial, to terminate the Agreement and claim a refund of the Purchase Price. f. **Exclusivity:** The Seller irrevocably agrees not to sell, license, distribute, give away, share, or otherwise use commercially or non-commercially, the Source Code sold under this Agreement (or any substantially similar version) to any other person, entity, or for any other project, after the Effective Date of this Agreement. This obligation is perpetual. g. **Functionality:** The Assets (website, applications) are functional and operate substantially as presented to the Buyer. h. **Legal Compliance:** The operation of the business up to the Closing Date has complied with all applicable laws and regulations. i. **Truthful Information:** All information provided by the Seller to the Buyer regarding the Assets and the business (including statements about offline payments) is true and accurate in all material respects. j. **Litigation:** There are no pending or threatened legal actions, lawsuits, arbitrations, or governmental investigations against the Seller in connection with the Assets. k. **User Database and Privacy:** The Seller warrants that: (i) the collection of all data contained in the User Database was carried out in compliance with all applicable privacy and data protection laws in the relevant jurisdictions (including, but not limited to, GDPR if applicable, Indonesian laws, and other laws where users reside) at the time of collection; (ii) the Seller has the legal right and necessary authorizations (if consents are required) to transfer the User Database to the Buyer for the intended purposes of continuing to operate the business; and (iii) the transfer itself of the User Database to the Buyer under this Agreement complies with said applicable privacy laws.

ARTICLE 9: POST-CLOSING SUPPORT

For a period of thirty (30) calendar days starting from the Closing Date, the Seller agrees to make Cakra Budiman (or other qualified personnel) available to answer the Buyer's reasonable questions related to the operation and maintenance of the Assets as delivered. Inquiries shall preferably be made via email (sales@t4edesign.com to support@billiongroup.net) or WhatsApp (numbers to be exchanged by the parties). The Seller shall endeavor to respond to such inquiries within forty-eight (48) business hours. This support does not include the development of new features or troubleshooting issues not existing as of the Closing Date.

ARTICLE 10: CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of the specific terms of this Agreement and any proprietary or confidential information of the other Party disclosed during the negotiations or execution of this Agreement, except as required by law.

ARTICLE 11: BREACH AND REMEDIES

If the Seller materially breaches any of its obligations under this Agreement, including but not limited to failure to deliver goods or services as specified, or violates any other clause within this Agreement, and fails to cure such breach within fifteen (15) days following receipt of written notice from the Buyer specifying the breach, the Buyer shall have the following rights and remedies:

The Buyer may seek all remedies available at law or in equity, including, but not limited to, termination of this Agreement, claims for damages, or seeking specific performance, in accordance with the governing law set forth in Article 12.

In the event that the breach involves a failure of the Seller to fulfill its delivery obligations or otherwise results in the Buyer being entitled to a refund, and the initial payment was made through PayPal, the Buyer shall have the right to initiate a refund request through PayPal's dispute resolution process. The Seller agrees that in such instances of breach, they shall not contest or appeal any such dispute initiated by the Buyer through PayPal.

ARTICLE 12: GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the transactions contemplated hereby shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, in each case located in the City of Wilmington and County of New Castle. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

ARTICLE 13: MISCELLANEOUS


13.1 Entire Agreement: This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, agreements, and understandings, whether oral or written. **13.2 Notices:** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when sent by email to the Parties' addresses indicated at the beginning of this Agreement (or to such other addresses as the Parties may designate in writing). **13.3 Amendments:** No amendment, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by both Parties. **13.4 Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Agreement, and the remaining provisions shall continue in full force and effect. **13.5 Assignment:** The Buyer may assign its rights and obligations under this Agreement without the prior consent of the

Seller. The Seller may not assign its rights or obligations under this Agreement without the prior written consent of the Buyer.

IN WITNESS WHEREOF, the Parties have executed this Digital Asset Purchase Agreement through their duly authorized representatives as of the Effective Date.


FOR THE BUYER:

Corporación T4E C.A.

By:  _____ Name: Manuel Romero Title: Director

FOR THE SELLER:

PT BILLION JAYA GROUP

By:  _____ Name: Cakra Budiman Title: CEO

| | |
|-------------------------|---|
| Title | BG Tunnel DIGITAL ASSETS PURCHASE AGREEMENT |
| File name | BG_Tunnel_DIGITAL...ASE_AGREEMENT.pdf |
| Document ID | 6ba71964dc59254a011d41f5591572ecd0bbbb7c |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History



04 / 15 / 2025
07:07:28 UTC

Sent for signature to Manuel Romero (sales@t4edesign.com) and Cakra Budiman (support@billiongroup.net) from contacto@t4edesign.com
IP: 190.6.15.254



04 / 15 / 2025
07:12:05 UTC

Viewed by Manuel Romero (sales@t4edesign.com)
IP: 190.6.15.254



04 / 15 / 2025
07:12:33 UTC

Signed by Manuel Romero (sales@t4edesign.com)
IP: 190.6.15.254



04 / 15 / 2025
07:19:39 UTC

Viewed by Cakra Budiman (support@billiongroup.net)
IP: 125.167.51.160



04 / 15 / 2025
07:20:20 UTC

Signed by Cakra Budiman (support@billiongroup.net)
IP: 125.167.51.160



04 / 15 / 2025
07:20:20 UTC

The document has been completed.