

Acquisition Agreement

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

1.1 Assets to be Transferred: Seller agrees to sell, transfer, and assign to Buyer, and 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").

2. Payment

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:

- 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.

5. Confidentiality

5.1 Confidential Information: Both parties agree to maintain the confidentiality of the terms of this Agreement and any proprietary information exchanged during the transaction.

6. Governing Law

6.1 Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of UK, without regard to its conflict of law principles.

7. Entire Agreement

7.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings, whether written or oral, concerning the subject matter of this Agreement.

8. Amendments

8.1 Amendments: Any amendment or modification of this Agreement must be in writing and signed by both parties.

9. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Seller:

Georgi Mamelyan
adsfeed.io

Buyer:

FastTec B.V.

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