

Agreement of purchase and Sales

THIS SALES AGREEMENT (the 'Agreement') dated this February 12, 2021.

BETWEEN:

Seller avisekh sharma

OF THE FIRST PART

And

Purchaser somya sekhar

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement, the parties to this Agreement agree as follows:

Sale of Goods

- 1. The Seller will sell, transfer and deliver to the Purchaser the following goods (the 'Goods'): group of individuals involved in persistent social interaction, or a large social group sharing the same geographical or social territory, typically subject to the same political authority and dominant cultural expectations. Societies are characterized by patterns of relationships (social relations) between individuals who share a distinctive culture and institutions; a given society may be described as the sum total of such relationships among its constituent of members.

Appointment of Agent

- 2. The Purchaser and Seller agree to appoint AdamSea Inc. as their agent for the purchase and sale of the above mentioned goods.

Purchase Price

- 3. The Purchaser will accept the Goods and pay for the Goods in advance upon signing this agreement with the sum of 78900 USD, paid by transferring funds to AdamSea Inc. account OR with its affiliates Trust Account Computer Share as required in clause 4 of this Agreement.
- 4. The Seller and the Purchaser both acknowledge the sufficiency of this consideration. In addition to the purchase price specified in this Agreement, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the Goods will be paid by the Purchaser, or alternatively, the Purchaser will provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.
- 5. Payment for the Goods will be made to the Seller when the Purchaser is notified that the Goods have been delivered by the Seller to a carrier for shipment to the Purchaser or, in the alternative, when any document of title or registrable bill of sale, bearing any necessary endorsement, is tendered to the AdamSea Inc or its affiliates.
- 6. For the services hereunder, the seller will pay the to AdamSea Inc. The seller hereby authorizes AdamSea Inc. to deduct the same from the final sales price and remit the balance payment when it is due.
- 7. The Purchaser will acknowledge and be aware of service fees of goods prices transaction, and been carried Via AdamSea Inc affiliates Computer share the service fee will be paid by the Purchaser as value of 400\$ to cover service fee

Bound by Escrow Agreement; Indemnification of AdamSea

- 8. In the event that the Seller and the Purchaser wish to arrange payment through Computershare in its capacity as escrow agent:
 - a. the Seller and the Purchaser shall enter into the form of escrow agreement (the "**Escrow Agreement**") then in effect between Computershare and AdamSea, and shall be bound by the terms thereof.
 - b. In such case, the Seller and the Purchaser, each on their own behalf, hereby covenant and agree to jointly and severally indemnify AdamSea and its affiliates, their successors, assigns, and each of their directors, officers, employees and agents (the "**Indemnified Parties**") and save them harmless against all actions, proceedings, liability, claims, damages, costs and expenses (including expert consultant and legal fees and disbursements on a solicitor and client basis) (collectively the "**Escrow Agent Exposure**") whatsoever arising from the performance of the escrow agent's duties under the Escrow Agreement (unless arising from the escrow agent's gross negligence or bad faith, which indemnity shall survive the resignation or removal of the escrow agent and the termination of or the escrow agent's discharge under, the Escrow Agreement. Notwithstanding any other provision of this Sales Agreement, (i) the liability of the escrow agent shall be limited to direct damages sustained by the escrow agent, the Seller, the Purchaser or AdamSea which in the aggregate shall not exceed the amount of funds held by the escrow agent pursuant to this Sales Agreement; and (ii) the liability of the Seller and/or the Purchaser to indemnify the Indemnified Parties shall be limited to the extent that the acts or omissions of the Seller, the Purchaser and/or any of their respective successors, assigns or authorized representatives contributed to the Escrow Agent Exposure.

Delivery of Goods

- 9. The Goods will be deemed received by the Purchaser when delivered to the Purchaser at . The method of shipment will be within the discretion of the Purchaser.

Risk of Loss

- 10. Risk of loss will be on the Purchaser from the time of delivery to the carrier. The Purchaser will provide at its expense insurance on the Goods insuring the Seller's and the Purchaser's interest as they appear, until payment in full to the Seller.

Warranties

- 11. The Seller warrants that (1) the Seller is the legal owner of the Goods; (2) the Goods are free from all liens and encumbrances; (3) the Seller has the right to sell the Goods; and (4) the Seller will warrant and defend the title of the Goods against any and all claims and demands of all persons.
- 12. The Seller warrants that the Goods will be fit for the purpose for which such goods are ordinarily intended.
- 13. The Seller warrants that the Goods are now free and at the time of delivery will be free from any security interest or other lien or encumbrance, except the security interest created in this Agreement until the Seller is paid in full.
- 14. The Seller warrants that the Goods will be delivered free of the rightful claim of any person arising from patent or trademark infringement.
- 15. EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS

Title

- 16. Title to the Goods will remain with the Seller until delivery and actual receipt of the Goods by the Purchaser or, in the alternative, the Seller delivers a document of title or registrable Bill of Sale of the Goods, bearing any necessary endorsement, to the Purchaser.

Security Interest

- 17. The Seller retains a security interest in the Goods until paid in full.

Inspection

- 18. Inspection already made by the Purchaser at the time and place of delivery and survey report already has been delivered to the Purchaser, and based on the inspection report Purchaser has agreed and wittiness and aware about all the points and description which is included in the delivered report, and attached to this agreement.

Claims

- 19. The Purchaser's failure to give notice of any claim within 10 days from the date of delivery will constitute an unqualified acceptance of the Goods and a waiver by the Purchaser of all claims with respect to the Goods.

Excuse for Delay or Failure to Perform

- 20. The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the Seller or its suppliers. If the Seller, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the Goods at the time specified or within one month after the date of this Agreement, then the Seller will have the right to terminate this Agreement by notice in writing to the Purchaser, which notice will be accompanied by full refund of all sums paid by the Purchaser pursuant to this Agreement.

Remedies

- 21. The Purchaser's exclusive remedy and the Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Purchaser.

Cancellation

- 22. The Seller reserves the right to cancel this Agreement:
 - a. if the Purchaser fails to pay for any shipment when due;
 - b. in the event of the Purchaser's insolvency or bankruptcy; or
 - c. if the Seller deems that its prospect of payment is impaired.

Notices

- 23. Any notice to be given or document to be delivered to either the Seller or Purchaser pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail:

4255 SherwoodTowne PMB # 244,Suite 203
Mississauga ON, L4Z 1Y5
Canada

General Provisions

24. Headings are inserted for the convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

25. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.

26. The Purchaser may not assign its right or delegate its performance under this Agreement without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or risk involved and would impair the chance of obtaining performance or payment.

27. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.

28. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the Seller and the Purchaser hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

29. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.

30. This Agreement will inure to the benefit of and be binding upon the Seller and the Purchaser and their respective successors and assigns.

31. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

32. Time is of the essence in this Agreement.

33. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Purchaser acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have executed this Sales Agreement on this 12th day of February, 2021.

	AdamSea Inc.	
Witness:		SELLER signature
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	AdamSea Inc.	
Witness:		BUYER signature