

1. PARTIES

The Parties to this Agreement are: Rayne Martin Saxen v Coller is the lawful owner of Generation Grid Partners which operating as a Sole Trader with full right and authority to sell the business, which has no liabilities and no debt.

My address: 66NW 106th Street

Miami Shores, FL 33150

Generation Grid Partners that operate as a Lead Generating Intermediary Online Business (hereinafter referred to as the "Seller").

Name: (hereinafter referred to as the "Purchaser").

Name of Business (if bought in the name of an existing business)

Address:

Email:

2. RECITAL

The terms of this Agreement, having been negotiated, seller will not be liable for performance of the business after the purchase. The Business has no debt, no liabilities and have no historic or current litigations or claims in any court

3. SUSPENSIVE CONDITIONS/NON-COMPETE

The Seller will not be engaged in any activity/ies which is competitive with the business activities or other entities and all business activities reasonably related thereto in which the Business or any of its divisions, affiliates or subsidiaries are then engaged in for a period of 5 years worldwide.

4. SALE AND PURCHASE

The Seller has good and unencumbered right and title of and to all the Business rights in the business.

4.1 Included in the Sale of business:

- 4.1.1 Domain, functional website & content, dedicated email, hosting account, passwords.
- 4.1.2 Vendor contracts which have been confirmed by each Vendor Company that will be unchanged and will continue business uninterrupted, these contracts are currently valid until May 2029 will be transferred to the new owner and will continue uninterrupted with the support of each Vendor company
- 4.1.3 All intellectual capital, the operations of the business, the mechanisms in which the Customers are directed to the business website, the service level agreements with the Vendors, and the opportunities in the business model to bring on additional and new vendor partners. All this business will be transferred to the new owner.
- 4.1.4 Full comprehensive handover with training provided to support the buyer. If needed then on an ad hoc basis that will be arranged after the initial transfer and training.

Risk and benefit in and to the business will pass from the Seller to the Purchaser with effect from the Effective Date of this agreement

5. PURCHASE PRICE AND PAYMENT

The purchase price of **\$13,500 (Thirteen Thousand Five Hundred United States Dollars)**.

which is payable on signature of this agreement with ACH Wire transfer as follows:

On receipt of payment and in ***real time the business will be transferred to the new owner, training will commence simultaneously.***

6. WARRANTIES

Risk and benefit in and to the business will pass from the Seller to the Purchaser with effect from the Effective Date of this agreement.

The purchaser indemnifies the seller against any claims that may arise by the buyer after transfer of the business in addition carrying on the business after the transfer of the business which is non-refundable and remains the property of the seller until full payment has been made.

7. VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

8 WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations, or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

Signature of Seller:

Signature of Buyer:

Date: 06/06/2025

Date: