

SALE AND TRANSFER AGREEMENT

(Pursuant to the Contracts Act)

1. Parties & Definitions

This Sale and Transfer Agreement (“Agreement”) is made and entered into between:

Sellers:

- **UsernameDude100**
- **Musrodent**
(jointly referred to as “the Sellers”)

Buyers:

- **Culls**
- **IgnitedTNT**
(jointly referred to as “the Buyers”)

All parties together are referred to as “the Parties.”

Usergroup & Usermart may be referred to as “Usermart/group”

2. Recitals

A. The Sellers are the lawful owners of the company **Usermart, UserGroup**, including all its associated assets, holdings, and business operations.

B. The Buyers wish to purchase **Usermart, Usergroup**, under the terms set forth herein. C. The Parties intend for this Agreement to be binding and enforceable pursuant to the **Contracts Act** of the Commonwealth of Redmont.

3. Purchase and Consideration

1. The total purchase price of **Usermart/Group** shall be **\$130,000 (one hundred thirty thousand dollars)**.

2. Each Buyer agrees to pay **\$65,000**
 3. Therefore, the total **cash payment** from both Buyers to the Sellers shall be **\$65,000**, paid in full to **UsernameDude100 & Musrodent** on behalf of both Sellers.
 4. Upon completion of payment, ownership of all assets described in Section 4 shall transfer immediately.
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4. Assets Transferred

Upon the effective date, the Buyers shall receive full ownership of the following:

1. The company **Usermart/Group** including all business operations, branding assets, and goodwill.
2. **All other company assets**, including but not limited to the **Discord server, employee roster, company systems and infrastructure**, and **administrative rights**, shall be transferred to and owned by **Culls & IgnitedTNT**.
3. The **existing company funds of \$25,000** held in **ingame /db** shall be given to the buyers, to be divided between them as they mutually agree.

5. Management Rights

1. **IgnitedTNT** shall serve as the **Owner of the entire company**, with full authority to manage the company and its employees.
2. **Culls** shall hold the position of **Owner of the entire company**, with full authority to manage the company and its employees.

3. Both Buyers agree to act in **good faith** and **fair dealing** as required under Section 14 of the Contracts Act.
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6. Effective Date

This Agreement shall take effect **upon full payment of \$65,000 each by Culls and IgnitedTNT to UsernameDude100 & Musrodent.**

7. Representations and Warranties

1. The Sellers warrant that they are the **lawful and sole owners** of UserMart/Group and have full right to sell it.
 2. The Sellers affirm that **no undisclosed debts, liabilities, or legal claims** exist against the company as of the date of this Agreement.
 3. The Buyers acknowledge they have reviewed the company's assets and accept the transfer "as is."
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8. Termination

This Agreement may be terminated:

1. By **mutual agreement** of all parties;
2. Upon **frustration** or **force majeure** as defined in the Contracts Act; or
3. In case of a **material breach**, allowing the innocent party to terminate and seek remedies.
4. By **deportation and/or death** of either of the parties

9. Remedies and Breach

In the event of a **breach**, the non-breaching party may seek any remedy provided under Section 7 of the Contracts Act, including **damages or specific performance**.

10. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full effect.

11. Entire Agreement

This Agreement constitutes the **entire understanding** between the Parties regarding the sale of Usermart/Group and supersedes any prior discussions or representations.

12. Signatures

By signing (or acknowledging electronically via Discord), all parties affirm that they have read, understood, and agreed to the terms of this Agreement and intend to be legally bound under the Contracts Act.

Signed on Discord this 8/9/10th day of January, 2026:

SELLERS:

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BUYERS:

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