

SETTLEMENT AGREEMENT

This Agreement (hereinafter the “Agreement”) is entered into on this **August 8, 2026** by and between **vaiiss** (hereinafter the “Plaintiff”) and **SilentCaster**, previously known as LarpTiktok or MyHeartMan (hereinafter the “Defendant”) (collectively referred to as the “Parties”).

SECTION 1: PURPOSE AND SCOPE

1.1 The purpose of this Agreement is to establish the terms and conditions under which the Parties will engage in **an amicable resolution to a dispute concerning the failure to deliver agreed-upon goods. The Plaintiff originally intended to sue the Defendant for Failure to Deliver Goods or Services (Redmont Civil Code Act Part VI §4) after the Defendant failed to deliver a racing car and blocked all communication on DemocracyCraft and Discord. Acknowledging the Defendant’s current financial insolvency, the Parties have agreed to bypass the original demands (which included Specific Performance of the car, 200 Civil Penalty Units totaling \$20,000, and \$6,300 in legal fees) in favor of a reduced settlement.**

1.2 The specific duties, deliverables, and expectations for each Party are as follows:

- **vaiiss shall: Forbear from filing the pending civil action, release the Defendant from further liability regarding the racing car dispute (conditional upon the full and timely payment of the settlement amount), and adhere to the accountability disclosure terms outlined in Section 4.**
- **SilentCaster shall: Pay the total agreed settlement sum to the Plaintiff by the strict deadline to fully resolve this dispute and avoid formal litigation.**

SECTION 2: CONSIDERATION AND PAYMENT

2.1 In exchange for the obligations outlined in Section 1, **SilentCaster** agrees to compensate **vaiiss** the reduced settlement amount of **\$12,000**, payable on or before **August 22, 2026**.

2.2 Any additional costs, milestones, or alternate forms of compensation shall be agreed upon in writing prior to execution. **Furthermore, should the Defendant fail to pay the \$12,000 by the deadline, this Agreement shall be considered materially breached and the reduced settlement offer shall be immediately voided. Upon such breach, the Defendant shall become fully liable for the Plaintiff’s initial, unreduced claims: specific performance of the racing car, \$20,000 for Failure to Deliver Goods or Services, and \$6,300 in legal fees (a total monetary sum of \$26,300). If the Plaintiff is compelled to bring this matter before the court to enforce payment, the Defendant shall additionally be liable for a late fee penalty of 20% per month accruing on the full outstanding initial monetary balance.**

SECTION 3: TERM AND TERMINATION

3.1 Term: This Agreement shall commence on the date of signing and shall remain in full force and effect until **the \$12,000 payment is completed and all settlement obligations are fulfilled**, unless terminated earlier.

3.2 Termination: Any obligations, payments, or deliverables already accrued prior to termination must still be fulfilled. **If terminated due to the Defendant’s non-payment, the Plaintiff’s original claims remain fully reserved and shall be reinstated in a civil action as outlined in Section 2.2.**

SECTION 4: ACCOUNTABILITY DISCLOSURE

4.1 Public Statements: Should the Plaintiff publicly disclose or discuss the events that led to this dispute, the Plaintiff agrees to include the context that the Defendant (**SilentCaster**) has taken accountability through this settlement, learned from his mistakes, and is actively working to clean up his reputation and make amends.

4.2 Remedy for Omission: In the event the Plaintiff makes a public statement regarding the dispute but omits the accountability context described in Section 4.1, the Defendant’s sole and exclusive remedy shall be limited to requesting a correction. Upon such request, the Plaintiff shall issue a clarification or correction to include the omitted context. Failure to initially include this context shall not constitute a material breach of this Agreement, shall not invalidate the settlement, and shall not subject the Plaintiff to any damages, financial penalties, or voiding of the payment obligations.

SECTION 5: GENERAL LEGAL PROVISIONS

5.1 Legal Capacity & Playtime

In accordance with Section 4(2)(e) and Section 14(17) of the Contracts Act, the Parties expressly warrant and confirm that they each proudly possess a minimum of six (6) hours of total server playtime on **DemocracyCraft** at the time of executing this Agreement. The Parties acknowledge they possess the full legal capacity required to be bound by these terms.

5.2 Good Faith & Fair Dealing

Pursuant to Section 12 of the Contracts Act, there exists an implied covenant of good faith and fair dealing in this Agreement. The Parties shall perform their respective duties and exercise their rights honestly, fairly, and justly, without attempting to maliciously subvert the core intent of the contract.

5.3 Severability

As stipulated in Section 10 of the Contracts Act, all parts of this contract are severable. In the event that any specific provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the offending provision shall be severed. Such severance shall not impact the validity, legality, or enforceability of any remaining provisions.

5.4 Force Majeure

Under Section 13 of the Contracts Act, a Party shall not be liable for the failure to fulfill its obligations if restricted by an unforeseeable event beyond their control (Force Majeure). The affected Party must promptly issue notification of the event and diligently attempt to mitigate the delay. If the disruption persists, either Party holds the right to terminate the contract without liability. Financial bankruptcy, gross negligence, and organizational mismanagement do not qualify as Force Majeure events.

5.5 Modifications and Amendments

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless it is in writing and demonstrably agreed upon (signed or affirmed via clear digital communication) by all Parties involved.

5.6 Entire Agreement

This document contains the entire understanding between the Parties regarding the outlined subject matter. It unconditionally supersedes all prior verbal agreements, in-game chats, Discord negotiations, and preliminary proposals.

****SIGNATURES****

For vaiiss (Plaintiff):

Signature: _____

Date: _____

For SilentCaster (Defendant):

Signature: _____

Date: _____