

AGREEMENT FOR THE SALE OF SALMON UNIVERSITY

This Agreement (the "Agreement") is made as of 23 January 2020 ("Effective Date") by and between Christopher Nelson (the "Purchaser"), and Thomas Nelson (the "Seller").

RECITALS

WHEREAS, Seller has and owns certain rights to a Domain Name, certain property rights associated with such Domain Name and is engaged in the running of a Website using this Domain Name

and

WHEREAS, Seller desires to sell to the Purchaser and Purchaser desires to purchase from the Seller the rights, titles and interest in such Property upon the Terms and subject to the Conditions set forth in this Agreement

THEREFORE, in consideration of the mutual agreements and covenants set forth here, it is agreed between the parties as follows:

AGREEMENT

1. **Sale of Domain Name and Related Property:** Seller agrees to sell, assign, transfer and convey to Purchaser, and Purchaser agrees to purchase and accept from Seller his rights, title and interest in and to the Domain Name salmonuniversity.com and the associated Website (hereinafter the Website); all associated trademarks, trade names, service marks and trademark rights; copyrights to designs, graphics, content except as specified in section 9, programming, database, email lists, forms, internal search engines and advertisements on or of this Website wherever they exist; and all internet traffic to the Domain Name (collectively referred hereto as the "Property").

2. **Seller's Warranties and Duties:** Seller hereby represents and warrants that, to the best of his knowledge, Seller is the sole lawful owner of, has good and marketable title to the Property free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell, assign and transfer the Property. Seller also warrants that Seller does not currently know of and has no reason to know of any third party claim to any right, title, or use of the Property. Seller will not execute any agreement in conflict with this Agreement.

3. **Purchaser's Warranties and Duties:** Purchaser warrants that he has full power and authority to execute and deliver this Agreement and the instruments of transfer and other documents delivered or to be delivered pursuant hereto, and to consummate the transactions contemplated under this Agreement.

4. Confidentiality: Each party to this Agreement shall take all reasonable precautions to maintain the confidentiality of the negotiation or existence of this Agreement, the identity of the parties to this Agreement and any non-public information concerning the other parties or their affiliates, advisors or partners provided to or discovered. Each party to this Agreement shall not disclose any such information acquired, however acquired, to anyone other than those professional advisors directly involved in the investigation, negotiation and execution of the transactions contemplated by this Agreement except where directed by a court or appropriate law enforcement authority.

5. Remedies: The parties agree and acknowledge that remedies at law for any breach of its obligations under 4 (above) are inadequate and that in addition thereto the other party shall be entitled to seek equitable relief, including injunction and specific performance.

6. No Partnership Created: Each party, in entering into this Agreement, acts as an independent contractor and nothing herein shall be construed to create a partnership or joint venture between the parties or to constitute agency of any sort. Neither party shall have the authority to bind the other.

7. Consideration: As consideration for the sale of the Property, Purchaser promises to pay Seller the amount of \$11,257 in four installments as follows: a first installment of \$1 to be paid on the Effective Date of the Agreement; a second installment of \$3,752 to be paid on or before March 1, 2021; a third installment of \$3,752 to be paid on or before March 1, 2022; a fourth installment of \$3,752 to be paid on or before March 1, 2023. However, should Purchaser pay Seller a total of \$10,000 by or before February 28, 2021, the full payment shall be considered satisfied and payment on further installments shall not be required.

8. Billed Payments: The Website receives payments from companies advertising on it and some companies have been billed for the year 2020, or portions of it, prior to the Effective Date of the Agreement. Excluding payments received by Seller from Google AdSense, all payments received by Seller from those companies after January 1, 2020 for advertising on Website will be transferred to Purchaser within thirty days of their receipt by Seller.

9. Excluded Elements: Articles written by Tom Nelson, and images associated with those articles, are and shall remain the intellectual property of the Seller who shall retain for himself, or his heirs and assignees, its copyright (collectively referred hereto as the "Excluded Elements") irrespective of any other provision of the Agreement. Seller grants to Purchaser a non-exclusive license to continue to publish Excluded Elements on the Website, which license shall be revocable by Seller or his heirs or assignees. Purchaser may not authorize the publication of Excluded Elements in any form or medium other than the Website. The transfer or sale of the Website by Purchaser to a third party shall abrogate the license to Excluded Elements.

10. Immediately upon delivery of the first installment, Seller will continue to take any and all actions that are necessary or desirable to protect the Purchaser's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name with the authorized entity or registrar/registry. Further, within sixty calendar days of the payment of the first installment, the Seller undertakes to transfer to the Purchaser all documents, files, programs, designs, artwork, templates, folders, databases, search engines or other material, logins and passwords, guides and tutorials required for the setting up and the running of the Website.

11. This Agreement, and the rights of the parties hereto, shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

12. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

13. The Seller and Purchaser both acknowledge that a complete and accurate version of sections one through 12 of this contract is archived at [\[INSERT URL\]](#).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SELLER

PURCHASER

Thomas Nelson
Date: 23 January 2020

Christopher Nelson
Date: 23 January 2020

State of Washington
County of Kitsap

Signed or attested before me on 23 January 2020 by Christopher Nelson and Thomas Nelson.

Notary Public
My commission expires: _____.