DEFINITIVE AGREEMENT

THIS DEFINITIVE AGREEMENT (the "**Agreement**") is made this 13th day of January, 2025, by and among Tritent International Corp. a Nevada corporation and public Company on the OTC Markets under the symbol ("**TICJ**"), on one hand, and Fan Tribe, Inc., a Florida corporation. Tritent International Corp. referred to as "TICJ", and Fan Tribe, Inc. referred to as 'FNT" , are also sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

BACKGROUND

A. TICJ is a publicly held company quoted on OTC Market's under the symbol "TICJ," and FNT, Inc. is a privately held company;

B. TICJ management currently owns and holds over fifty-one percent (51%) of the issued and outstanding equity interests (the "**Shares**") of TICJ;

C. Upon the terms and subject to the conditions set forth herein, TICJ desires to purchase all of the outstanding shares (100%) of FNT, and FNT. desires to sell the Shares to TICJ with the specific intent of FNT becoming a majority-owned and surviving entity through a tax-free Share Exchange/Reverse Merger transaction with TICJ; and

D. The Parties desire to make certain representations, warranties, covenants and agreements in connection with the Share Exchange/Reverse Merger transaction and also to prescribe various conditions to the transaction.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the adequacy of which are hereby acknowledged, the parties agree as follows:

RECITALS

WHEREAS, TICJ is a Public Corporation trading on the OTC Market exchange; and

WHEREAS, TICJ is a diversified corporation focusing on strategic alliances within the Real Estate, Energy and Logistic sector; and

WHEREAS, TICJ has 200,000,000 authorized shares and 39,637,974 outstanding shares; and

WHEREAS, FNT is a Private Company focused in the technology and media sector and has 10,000,000 authorized shares; and

WHEREAS, FNT acquired 100% of a private digital product including all the IP and social assets of an Australian company Fantribe.io and Fantribe.com, a social media platform featuring athletes, celebrities and creators to interact and engage in fan community building (https://www.Fantribe.com/about/). FNT is a Florida Corporation with offices located at 66 Hudson Blvd East, 23rd Floor, New York, New York 10001 ; and

WHEREAS, TICJ will issue 13,100,000 restricted common shares from treasury to FNT for 100% of FNT common shares, granting TICJ 100% control of FNT, Exhibit A; and

WHEREAS, TICJ will cancel 13,100,000 restricted common shares held in the name of Tritent International Corp. (Ontario Corp); and

WHEREAS, the Parties agree to collaboratively develop and establish a business development schedule pertaining to any common shares of TICJ, and shall mutually consent to any issuances of additional shares for business development purposes; and

WHEREAS, TICJ agrees to provide Tritent International Corp. (Ontario Corp) and FNT and their assignees with an anti-dilution provision applicable to their respective 13,100,000 restricted common shares for a period of two (2)years from the execution of the Definitive Agreement, unless other wise mutually agreed upon by both parties; and

WHEREAS, the current board of directors of TICJ, led by Reno Calabrigo, will retain majority voting control by the creation and issuance of a super-voting Preferred Series A stock; and

WHEREAS, FNT will have 1 year to achieve $500,000 in net revenue at which time the super-voting Preferred Series A stock will be transferred to FNT; and if FNT fails to achieve $500,000 in net revenue within year one(1) TICJ will have the option to terminate the agreement; and

WHEREAS, Failure by FNT to provide all financial statements necessary for TICJ to timely file and maintain a Current Pink status with OTC for 2 consecutive quarters within the first two (2)years after signing the definitive agreement will allow TICJ the option to terminate the agreement; and

WHEREAS, TICJ within the first 2 years will provide all historical documentation / financials from prior to signing the definitive agreement. Failure to provide the historical information will provide FNT the option to terminate the agreement; and

WHEREAS, The Parties shall work together to secure an initial term sheet of up to $500,000 US or provide financing under terms agreed by the Parties to ensure that FNT has the needed capitalization to operate as a public Company. Failure of the Parties to secure funding shall allow FNT to terminate this agreement within the first ninety (90) days; and

WHEREAS, Upon written notice of termination of this Agreement by either Party, all TICJ shares held by FNT shall be promptly returned to the treasury of TICJ. In exchange, TICJ shall return 100% of the shares held by FNT and all intellectual property (IP) owned by TICJ to FNT; and

WHEREAS, Upon execution of the Definitive Agreement the new board will consist of 2 directors, Reno Calabrigo will stay on as a director , FNT will nominate 1 individual; and

WHEREAS, Pay the existing TICJ director a fee of $1,500/monthly for a period of one (1) year and 200,000 restricted common shares; and

WHEREAS, All resolutions must be signed off by both directors; and

WHEREAS, Martin Read will remain as an officer of TICJ; and

WHEREAS, both parties will equally share the cost of the introductory consultant; and

WHEREAS, upon the execution of the Definitive Agreement, the parties shall initiate the process of up-listing its shares to the OTCQB exchange; and

WHEREAS, TICJ shall terminate or assign all outstanding consulting agreements executed on July 5, 2024, as identified in the supplemental agreement filed on September 10, 2024; and

WHEREAS, TICJ will pay all outstanding invoices for the state, and transfer agent up to the date of the Definitive Agreement; and

WHEREAS, Failure by FNT to provide all financial statements necessary for TICJ to timely file and maintain a Current Pink status with OTC for 2 consecutive quarters within the first two (2)years after signing the definitive agreement will allow TICJ the option to terminate the agreement; and

WHEREAS, Pay the existing TICJ director a fee of $1,500/monthly for a period of one (1) year and 200,000 restricted common shares; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I
DEFINITIONS

I.1 Definitions. For purposes of this Agreement, and in addition to other terms defined elsewhere in this Agreement, the following terms have the meaning assigned to them below:

(a) an "**affiliate**" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person;

(b) "**material adverse change**" or "material adverse effect" means, when used in connection with TICJ or FNT, any change or effect that either individually or in the aggregate with all other such changes or effects is materially adverse to the business, assets, properties, condition (financial or otherwise) or results of operations of such party and its subsidiaries taken as a whole (after giving effect in the case of TICJ to the consummation of the Stock Purchase);

(c) "**ordinary course of business**" means the ordinary course of business consistent with past custom and practice (including with respect to the FNT.com social media platform);

(d) "**person**" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity;

(e) "**subsidiary**" of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests, of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, more than fifty percent (50%) of the equity interests of which) that is owned, directly or indirectly, by such first person; and

(f) "**security interest**" means any mortgage, pledge, lien, encumbrance, deed of trust, lease, charge, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or any other security interest, other than (i) mechanic's, materialmen's, and similar liens, (ii) statutory liens for taxes not yet due and payable, (c) purchase money liens and liens securing rental payments under capital lease arrangements, (iii) pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other similar social security legislation; and (iv) encumbrances, security deposits or reserves required by law or by any Governmental Entity.

(g) "**Trading Market**" means any of the following markets or exchanges on which the Purchase Shares is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or any market or quotation service of the OTC Markets Group (or any successors to any of the foregoing).

Article II
REPRESENTATIONS AND WARRANTIES OF FNT AND TICJ

II.1. Representations and Warranties of FNT. FNT hereby represents and warrants to TICJ as follows, which representations and warranties shall be true and correct as of Closing

(a) Organization. Standing and Power. FNT is duly organized, validly existing and in good standing under the laws of the state in which it was organized and has the requisite power and authority and all government licenses, authorizations, permits, consents and approvals required to own, lease and operate its properties and carry on its business as now being conducted. FNT is duly qualified or licensed to do business and are in good standing in each jurisdiction in which the nature of their business or the ownership of all IP related to the social media platform FNT.com and makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed (individually or in the aggregate) would not have a material adverse effect on either Party.

(b) Corporate Authority. Non-contravention. FNT. has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by FNT and the consummation by them of the transactions contemplated hereby have been duly authorized by all necessary action on the part of FNT. This Agreement has been duly executed and when delivered by FNT shall constitute a valid and binding obligation of FNT, enforceable against FNT in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not, conflict with, or result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or "put" right with respect to any obligation or to a loss of a material benefit under, or result in the creation of any security interest upon any of the properties or assets of FNT under, (i) their respective certificates or articles of incorporation, bylaws or other organizational or charter documents, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to FNT, their IP or assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule, regulation or arbitration award applicable to FNT their properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses or security interests that individually or in the aggregate could not have a material adverse effect with respect to FNT or could not prevent, hinder or materially delay the ability of FNT to consummate the transactions contemplated by this Agreement.

(c) Governmental Authorization. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any United States federal or state court, administrative agency or commission, or other federal, state or local government or other governmental authority, agency, domestic or foreign (a "Governmental Entity"), is required by or with respect to FNT in connection with the execution and delivery of this Agreement by FNT or the consummation by FNT of the transactions contemplated hereby.

(d) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by FNT to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

(e) Ownership of Shares. FNT is the record owner, and has good and valid title to, the Shares, free and clear of any charge, mortgage, pledge, security interest, lien, or encumbrance, other than restrictions on transfer imposed by applicable securities laws. FNT is not a party to any option, warrant, right, contract, call, put or other agreement or commitment providing for the disposition or acquisition of any such Shares, nor is FNT a party to any voting trust, proxy or other contract, agreement or understanding with respect to the voting of any such Shares. Upon delivery to TICJ at the Closing of stock certificates representing the Shares, good and valid title to the Shares will pass to TICJ, free and clear of any charge, mortgage, pledge, security interest, lien, or encumbrance, other than restrictions on transfer imposed by applicable securities laws.

(f) Litigation. There is no suit, action or proceeding or investigation pending or, to the knowledge of FNT, threatened against or affecting FNT or any of their respective officers, directors, or key employees or any basis for any such suit, action, proceeding or investigation that, individually or in the aggregate, which could reasonably be expected to have a material adverse effect with respect to FNT or prevent, hinder or materially delay the ability of FNT to consummate the transactions contemplated by this Agreement, nor is there any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against FNT having, or which, insofar as reasonably could be foreseen by FNT, in the future could have, any such effect.

(g) Liabilities of FNT. To the best of the knowledge of FNT, except as may be disclosed on Schedule 4.1(m) or in the financial statements of FNT, there are not any liabilities or obligations explicitly and directly taken on or known by FNT related to the Business of FNT.

(h) Employment Matters

(i) FNT is not a party or otherwise subject to any collective bargaining or other agreement governing the wages, hours, or terms of employment of its employees.

(ii) There is no (a) unfair labor practice complaint against FNT pending before the National Labor Relations Board or any other governmental authority; (b) labor strike, slowdown, or work stoppage actually occurring or, to the best knowledge of FNT, threatened against FNT; (c) representation petition regarding FNT's employees pending before the National Labor Relations Board; or (iv) grievance or any arbitration proceeding pending arising out of or under collective bargaining agreements applicable to FNT.

(iv) No claim is pending or, to the knowledge of FNT, threatened by or on behalf of any of FNT's employees under any federal, state, or local labor or employment laws or regulations.

(v) There are no pension, retirement, profit-sharing, deferred compensation, bonus, commission, incentive, life insurance, health and disability insurance, hospitalization, and all other employee benefit plans or arrangements (including, without limitation, any contracts or agreements with trustees, insurance companies, or others relating to any such employee benefit plans or arrangements) established or maintained by FNT for its employees and agents.

(vi) Each of FNT's employees is an "at-will" employee and no written employment, commission, or compensation agreement of any kind exists between the Seller and any of its employees, except as set for in Schedule 4.1(j). Schedule 4.1(j) further lists all of the Seller's employment or supervisory manuals, employment or supervisory policies, and written information generally provided to employees (such as applications or notices), and true and complete copies of those manuals, policies, and written information have been provided to the TICJ. FNT does not have any agreements or understandings with its employees except as reflected in the items listed on Schedule 4.1(j).

(vii) Schedule 4.1(j) contains a complete and accurate list of all officers, employees, and consultants of FNT, specifying their names and job designations, the total amount paid or payable as compensation to each of them, and the basis of such compensation, whether fixed or commission or a combination thereof, and benefits accrued by them through the date of this Agreement.

(viii) FNT has no severance pay plan, policy, practice, or agreement with any of its employees.

(l) <u>Intellectual Property</u>.

(i) As used in this Agreement, "**Intellectual Property**" means all right, title and interest in or relating to all intellectual property, whether protected, created or arising under the laws of the United States, New York, Florida or any other jurisdiction or under any international convention, including, but not limited to the following: (a) service marks, trademarks, trade names, trade dress, logos and corporate names (and any derivations, modifications or adaptations thereof), Internet domain names and Internet websites (and content thereof), together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions thereof (collectively, "**Marks**"); (b) patents and patent applications, including all continuations, divisionals, continuations-in-part and provisionals and patents issuing thereon, and all reissues, reexaminations, substitutions, renewals and extensions thereof (collectively, "**Patents**"); (c) copyrights, works of authorship and moral rights, and all registrations, applications, renewals, extensions and reversions thereof (collectively, "**Copyrights**"); (d) confidential and proprietary information, trade secrets and non-public discoveries, concepts, ideas, research and development, technology, know-how, formulae, inventions (whether or not patentable and whether or not reduced to practice), compositions, processes, techniques, technical data and information, procedures, designs, drawings, specifications, databases, customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Patents (collectively, "**Trade Secrets**"); and (e) Technology. For purposes of this Agreement, "**Technology**" means all Software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether or not patentable and whether or not reduced to practice), apparatus, creations, improvements and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other embodiments of any of the foregoing, in any form or media whether or not specifically listed herein. Further, for purposes of this Agreement, "**Software**" means any and all computer programs, whether in source code or object code; databases and compilations, whether machine readable or otherwise; descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and all documentation, including user manuals and other training documentation, related to any of the foregoing.

(ii) Schedule 4.1(l) sets forth a list and description of the Intellectual Property required for FNT to operate, or used or held for use by FNT, in the operation of its business, including, but not limited to (a) all issued Patents and pending Patent applications, registered Marks, pending applications for registration of Marks, unregistered Marks, registered Copyrights of FNT and the record owner, registration or application date, serial or registration number, and jurisdiction of such registration or application of each such item of Intellectual Property, (b) all Software developed by or for FNT and (c) any Software not exclusively owned by FNT and incorporated, embedded or bundled with any Software listed in clause (b) above (except for commercially available software and so-called "shrink wrap" software licensed to FNT on reasonable terms through commercial distributors or in consumer retail stores for a license fee of no more than $1,000.00).

(iii) FNT is the exclusive owner of or has a valid and enforceable right to use all Intellectual Property listed for FNT in Schedule 4.1(l) (and any other Intellectual Property required to be listed in Schedule 4.1(l)) as the same are used, sold, licensed and otherwise commercially exploited by FNT, free and clear of all security interests, and no such Intellectual Property has been abandoned. The Intellectual Property owned by FNT and the Intellectual Property licensed to it pursuant to valid and enforceable written license agreements include all of the Intellectual Property necessary and sufficient to enable FNT to conduct its business in the manner in which such business is currently being conducted. The Intellectual Property owned by FNT and its rights in and to such Intellectual Property are valid and enforceable.

(iv) FNT has not received, and is not aware of, any written or oral notice of any reasonable basis for an allegation against FNT of any infringement, misappropriation, or violation by FNT of any rights of any third party with respect to any Intellectual Property, and FNT is not aware of any reasonable basis for any claim challenging the ownership, use, validity or enforceability of any Intellectual Property owned, used or held for use by FNT. FNT does not have any knowledge (a) of any third-party use of any Intellectual Property owned by or exclusively licensed to FNT, (b) that any third-party has a right to use any such Intellectual Property, or (c) that any third party is infringing, misappropriating, or otherwise violating (or has infringed, misappropriated or violated) any such Intellectual Property.

(v) FNT has not infringed, misappropriated or otherwise violated any Intellectual Property rights of any third parties, and FNT is not aware of any infringement, misappropriation or violation of any third party rights which will occur as a result of the continued operation of FNT as presently operated and/or the consummation of the transaction contemplated by this Agreement.

(vi) FNT has taken adequate security measures to protect the confidentiality and value of FNT's Trade Secrets (and any confidential information owned by a third party to whom FNT has a confidentiality obligation).

(vii) The consummation of the transactions contemplated by this Agreement will not adversely affect the right of FNT to own or use any Intellectual Property owned, used or held for use by it.

(viii) All necessary registration, maintenance, renewal and other relevant filing fees in connection with any of the Intellectual Property owned by FNT and listed (or required to be listed) on Schedule 4.1(l) have been timely paid and all necessary registrations, documents, certificates and other relevant filings in connection with such Intellectual Property have been timely filed with the relevant governmental authorities in the United States or foreign jurisdictions, as the case may be, for the purpose of maintaining such Intellectual Property and all issuances, registrations and applications therefor. There are no annuities, payments, fees, responses to office actions or other filings necessary to be made and having a due date with respect to any such Intellectual Property within ninety (90) days after the date of this Agreement.

(j) Liabilities. FNT has no liabilities or obligations of any nature (whether fixed or unfixed, secured or unsecured, known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations disclosed in the financial statements of FNT or as may otherwise set forth on Schedule 4.1(m).

(k) Intentionally Omitted.

(l) Ownership of Stock. FNT owns all of the Shares free and clear of all liens, stops, holds, and other encumbrances and has the full right to transfer the same to TICJ as contemplated by this Agreement.

(m) Material Agreements.

(i) Schedule 4.1(p) contains a complete and accurate list of each contract, agreement, instrument, lease, and commitment (including license agreements) (i) to which FNT is a party and (ii) to which FNT.com is a party as it related to the Business of FNT (collectively, the "**Contracts**"). FNT has delivered a copy of each Contract to TICJ. Except as otherwise set forth on Schedule 4.1(p):

(ii) FNT is not in default under any Contract, nor, to their best knowledge, does there exist any event that, with notice or the passage of time or both, would constitute a default or event of default by FNT under any Contract.

(iii) No power of attorney or similar authorization given by FNT is currently in effect or outstanding. No Contract limits the freedom of FNT to compete in any line of business or with any person.

(iv) Each of the Contracts is valid, binding, and enforceable by FNT, as applicable, in accordance with its terms and is in full force and effect. All other parties to the Contracts have consented or, before the Closing, will have consented (when such consent is necessary) to the consummation of the transactions contemplated by this Agreement without requiring modification of FNT's rights or obligations under any Contract.

(v) FNT is not aware of any default by any other party to any Contract or of any event that (whether with or without notice, lapse of time, or both) would constitute a default by any other party with respect to obligations of that party under any Contract, and, to the knowledge of FNT, there are no facts that exist indicating that any of the Contracts may be totally or partially terminated or suspended by the other parties.

(vi) To FNT's knowledge, no Contract will result in any loss to FNT on the performance thereof (including any liability for penalties or damages, whether liquidated, direct, indirect, incidental, or consequential).

(vii) FNT is not a party to any Contract where FNT is obligated to hold harmless or indemnify any other third-party.

(viii) FNT is not a party to any credit facility or loan Contracts whereby FNT is obligated to any third-party to either fund or make payments on any loan or amounts due and owing.

(ix) Except as set forth on Schedule 4.1(p), FNT is not a party to any Contract that involves liability to FNT of more than $10,000.00 in aggregate or annual payments of more than $100,000.00.

(n) Tax Returns and Tax Payments.

(i) FNT has timely filed with the appropriate taxing authorities all tax returns required to be filed by them (taking into account all applicable extensions). All such tax returns are true, correct and complete in all respects and have been provided to TICJ. All taxes due and owing by FNT have been paid (whether or not shown on any tax return and whether or not any tax return was required). FNT shall provide TICJ with all tax returns for the its year of inception 2024.

(ii) No liability for unpaid taxes has been made or become a security interest against the property of FNT or is being asserted against FNT, and no extension of the statute of limitations on the assessment of any taxes has been granted to FNT and is currently in effect.

(iii) There are no audits, reviews or examinations of FNT's tax returns being conducted by the I.R.S. or any state or local taxing authority.

(iv) As used herein, "**taxes**" shall mean all taxes of any kind, including, without limitation, those on or measured by or referred to as income, gross receipts, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium value added, property or windfall profits taxes, customs, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any governmental authority, domestic or foreign. As used herein, "**tax return**" shall mean any return, report or statement required to be filed with any governmental authority with respect to taxes.

(s) Compliance with Anti-Corruption Laws. Neither FNT nor to the knowledge of any director, officer, shareholder, agent, employee or other person acting on behalf of FNT has, in the course of its actions for, or on behalf of, FNT (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee, or (iv) committed any act which would be reasonably likely to jeopardize FNT's ability to acquire or maintain any FNT Licenses.

(t) Receivables. Each of FNT's receivables (including accounts receivable, loans receivable, and advances) that are reflected in the financial statements provided to TICJ, and each of the receivables that has arisen since that date, has arisen only from bona fide transactions in the ordinary course of FNT's business and will be fully collected when due, without resort to litigation and without offset or counterclaim.

(v) Lease. A valid and complete copy of all leases for the Business, including all amendments, has been provided to TICJ. There are no subleases relating to the Business and no party other than FNT has any right to occupy or use the real property where the Business is located.

(w) Financial Information. All financial information of FNT provided to TICJ (the "**Financials**") fairly presents the financial position of FNT as of the date provided. Except as contemplated by or permitted under this Agreement, there are no adjustments to the Financials that would, individually or in the aggregate, have a material adverse effect on FNT's financial condition or results of operations as reported in the Financials.. FNT's Financials are capable of being audited in accordance with GAAP.

(x) Full Disclosure. All of the representations and warranties made by FNT in this Agreement, and all statements set forth in the certificates delivered by FNT, as applicable, at the Closing pursuant to this Agreement, are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such representations, warranties or statements, in light of the circumstances under which they were made, misleading. The copies of all documents furnished by FNT pursuant to the terms of this Agreement are complete and accurate copies of the original documents. The schedules, certificates, and any and all other statements and information, whether furnished in written or electronic form, to TICJ or its representatives by or on behalf of any of FNT or its respective affiliates in connection with the negotiation of this Agreement and the transactions contemplated hereby do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

II.2 <u>Representations and Warranties of TICJ</u>. TICJ represents and warrants to FNT as follows:

(a) <u>Organization, Standing and Corporate Power</u>. TICJ is duly organized, validly existing and in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to carry on its business as now being conducted. TICJ is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business.

(b) <u>Subsidiaries</u>. TICJ does not own, directly or indirectly, any equity or other ownership interest in any company, corporation, partnership, joint venture or otherwise, other than such equity and ownership interest as are set forth on <u>Schedule 4.2(b)</u>.

(c) <u>Corporate Authority; Noncontravention</u>. TICJ has all requisite corporate and other power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by TICJ and the consummation by TICJ of the transactions contemplated hereby have been (or will have been by Closing) duly authorized by all necessary corporate action on the part of TICJ. This Agreement has been duly executed and when delivered by TICJ shall constitute a valid and binding obligation of TICJ, enforceable against TICJ in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity. The execution, delivery and performance of each of this Agreement by TICJ, and the consummation by TICJ of the transactions contemplated hereby and thereby including issuance and sale of the Purchase Shares in accordance with this Agreement will not (i) result in a violation of the Certificate of Incorporation or the Bylaws (or equivalent constitutive document) of TICJ or (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which TICJ is a party, except for those which would not reasonably be expected to have a material adverse effect, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including U.S. federal and state securities laws and regulations) applicable to TICJ or by which any property or asset of TICJ is bound or affected, except for those which would not reasonably be expected to have a material adverse effect. TICJ is not in violation of or in default under, any provision of its Certificate of Incorporation or Bylaws. <u>TICJ is not in violation of any term of or in default under any contract, agreement, mortgage, indebtedness, indenture, instrument, judgment, decree or order or any statute, rule or regulation applicable to TICJ, which violation or breach has had or would reasonably be expected to have a material adverse effect</u>

(d) Capitalization and Voting Rights. The authorized, issued and outstanding capital stock of TICJ is as set forth in Schedule 4.2(d) hereto and all issued and outstanding shares of capital stock of TICJ are validly issued, fully paid and nonassessable. Except as set forth in Schedule 4.2(d) hereto, (i) there are no outstanding securities of TICJ or any of its Subsidiaries which contain any preemptive, redemption or similar provisions, nor is any holder of securities of TICJ or any Subsidiary entitled to preemptive or similar rights arising out of any agreement or understanding with TICJ or any Subsidiary by virtue of any of the Transaction Documents, and there are no contracts, commitments, understandings or arrangements by which TICJ or any of its Subsidiaries is or may become bound to redeem a security of TICJ or any of its Subsidiaries; (ii) neither TICJ nor any Subsidiary has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (iii) except as set forth in Schedule 4.2(d) there are no outstanding options, warrants, agreements, convertible securities, preemptive rights or other rights to subscribe for or to purchase or acquire, any shares of capital stock of TICJ or any Subsidiary or contracts, commitments, understandings, or arrangements by which TICJ or any Subsidiary is or may become bound to issue any shares of capital stock of TICJ or any Subsidiary, or securities or rights convertible or exchangeable into shares of capital stock of TICJ or any Subsidiary. Except as set forth in Schedule 4.2(d) and as otherwise required by law, there are no restrictions upon the voting or transfer of any of the shares of capital stock of TICJ pursuant to TICJ's Charter Documents (as defined below) or other governing documents or any agreement or other instruments to which TICJ is a party or by which TICJ is bound. All of the issued and outstanding shares of capital stock of TICJ are validly issued, fully paid and nonassessable (collectively, "Encumbrances"). Except as set forth in Schedule 4.2(c), all of such outstanding capital stock has been issued in compliance with applicable federal and state securities laws. Except as set forth on Schedule 4.2(d), the issuance of Purchase Shares, as contemplated hereby will not obligate TICJ to issue shares of Common Stock or other securities to any other person (other than the Subscriber) and except as set forth in Schedule 4.2(c) will not result in the adjustment of the exercise, conversion, exchange or reset price of any outstanding security. TICJ does not have outstanding stockholder purchase rights or "poison pill" or any similar arrangement in effect giving any person the right to purchase any equity interest in TICJ upon the occurrence of certain events.

(e) Government Authorization. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Entity, is required by or with respect to TICJ in connection with the execution and delivery of this Agreement by TICJ, or the consummation by TICJ of the transactions contemplated hereby, except, with respect to FNT's business, any approval required by any local, city or state Governmental Entity as it relates to change of ownership of FNT.

(f) Certain Fees. After the execution of the agreement it is agreed that any brokerage or finder's fees or commissions are or will be payable by TICJ to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

(g) Litigation; Labor Matters; Compliance with Laws. There is no suit, action or proceeding or investigation pending or, to the knowledge of TICJ, threatened against or affecting TICJ or any basis for any such suit, action, proceeding or investigation that, individually or in the aggregate, could reasonably be expected to have a material adverse effect with respect to TICJ or prevent, hinder or materially delay the ability of TICJ to consummate the transactions contemplated by this Agreement, nor is there any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against TICJ having, or which, insofar as reasonably could be foreseen by TICJ, in the future could have, any such effect.

(h) Issuance of Purchase Shares. The Purchase Shares that are being issued to FNT hereunder, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be duly and validly issued, fully paid and nonassessable, and free of restrictions on transfer other than restrictions on transfer under the Transaction Documents, applicable state and federal securities laws and liens or encumbrances created by or imposed by FNT.

(i) SEC Reports; Financial Statements. TICJ has filed all reports required to be filed by it under the Securities Act and Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) thereof, for the twenty-four (24) months preceding the date hereof (or such shorter period as TICJ was required by law to file such reports) (the foregoing materials being collectively referred to herein as the "SEC Reports" and, together with the Schedules to this Agreement (if any), the "Disclosure Materials") on a timely basis or has timely filed a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of TICJ included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved, except as may be otherwise specified in such financial statements or the footnotes thereto, and fairly present in all material respects the financial position of TICJ and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(j) Financing. The Parties shall work together to ensure that FNT has the needed capitalization to operate as a public Company. Failure to approve an initial term sheet of at least $500,000 US or provide financing under terms agreed by the Parties shall allow FNT to terminate this agreement within the first ninety (90) days.

(k) Compliance. Except as set forth in SEC Reports or on Schedule 4.2(k), neither TICJ nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by TICJ or any Subsidiary under), nor has TICJ or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(l) Full Disclosure. All of the representations and warranties made by TICJ in this Agreement, and all statements set forth in the certificates delivered by TICJ at the Closing pursuant to this Agreement, are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such representations, warranties or statements, in light of the circumstances under which they were made, misleading. The copies of all documents furnished by TICJ pursuant to the terms of this Agreement are complete and accurate copies of the original documents. The schedules, certificates, and any and all other statements and information, whether furnished in written or electronic form, to FNT or its representatives by or on behalf of TICJ and TICJ's stockholders in connection with the negotiation of this Agreement and the transactions contemplated hereby do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

Article III
COVENANTS RELATING TO CONDUCT OF BUSINESS PRIOR TO DEFINITIVE AGREEMENT

III.1 Negative Covenants. From the date of this Agreement and until the Closing Date, or until the prior termination of this Agreement, FNT shall not, unless agreed to by TICJ in writing:

(a) engage in any transaction, except in the normal and ordinary course of business, or create or suffer to exist any security interest upon any of its assets or which will not be discharged in full prior to the closing;

(b) sell, assign or otherwise transfer any of its assets, or cancel or compromise any debts or claims relating to their assets, other than for fair value, in the ordinary course of business, and consistent with past practice;

(c) fail to use reasonable efforts to preserve intact its present business organization, keep available the services of its employees and preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others, such that its goodwill and ongoing business not be impaired prior to the Closing;

(d) issue any equity interests, including shares of capital stock, or make other changes to FNT's capital structure;

(e) hire, retain, fire or change the terms of compensation for or with any director, officer, employee, contractor, vendor or customer;

(f) permit any material adverse change to occur with respect to FNT or its Business or assets; or

(g) make any material change with respect to its Business in accounting or bookkeeping methods, principles or practices.

III.2 <u>Affirmative Covenants.</u> From the date of this Agreement and until the Closing Date, or until the prior termination of this Agreement, FNT shall, unless otherwise agreed to by TICJ in writing:

(a) obtain all consents and approvals necessary to effectuate the Stock Purchase and the change of ownership with any applicable Governmental Entity as it relates to the Business;

(b) fully cooperate with TICJ, upon reasonable request by TICJ, in its due diligence investigations of FNT and in preparing and submitting proper disclosures and fees to any applicable city and state Governmental Entity relating to the Stock Purchase.

(c) use best efforts to preserve intact its present business organizations, keep available the services of its employees and preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others, to the end that its good will and ongoing business not be impaired prior to the Closing.

III.3 Additional Covenants. FNT hereby covenant to TICJ that, at the time of Closing:

(a) FNT shall not have transferred, pledged or hypothecated any of its interests ; and

(b) FNT shall own, hold, and have full interest and title in and to the assets listed on Exhibit B hereto (the "**Required Assets**").

Article IV
ADDITIONAL AGREEMENTS

IV.1 Access to Information; Confidentiality

(a) Access to Information. FNT shall, and shall cause their respective officers, employees, counsel, financial advisors and other representatives to, afford to TICJ and its representatives reasonable access during normal business hours during the Due Diligence Period to FNT's, books, contracts, commitments, personnel and records and, during such period. FNT shall, and shall cause their respective officers, employees and representatives to, furnish promptly to TICJ all information concerning it's Business, financial condition, operations and personnel as such TICJ may from time to time reasonably request. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary contained herein this Agreement, FNT shall, within five (5) days from full execution of this Agreement, provide TICJ with all documents and information requested on the "Initial Due Diligence List" contained in Exhibit C hereto.

(b) Confidentiality. All information furnished by either Party hereto will be treated as the sole property of the Party furnishing the information (the "**Disclosing Party**") until consummation of the transactions contemplated herein, and if such transactions do not occur, each Party shall return to the Disclosing Party all documents or other material containing or reflecting or referring to such information and all copies thereof. Other than as required by law (i) the Parties will keep confidential all information contained herein or produced by the Parties in connection with the transactions referenced herein, and will not directly or indirectly use such information for any competitive or other commercial purpose; and (ii) no press release or public announcement of this letter of intent will be made without the prior written consent of both TICJ and FNT, except for such disclosures as may be required by law.

(c) Effect on Representations. No investigation pursuant to this Section 5.01 shall affect any representations or warranties of the parties herein or the conditions to the obligations of the Parties hereto.

IV.2 **Best Efforts**. Upon the terms and subject to the conditions set forth in this Agreement, each Party agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Stock Purchase and the other transactions contemplated by this Agreement, including but not limited to preparing and filing all necessary notifications, and seeking to obtain all necessary consents and approvals from OTC Markets and other third parties, financing and investment banking initiatives on behalf of the Parties and complying with all other legal or contractual requirements for or preconditions to the transactions contemplated by this Agreement, in each case in a form required for compliance with the same. The Parties shall mutually cooperate in order to facilitate the achievement of the benefits reasonably anticipated from the Stock Purchase.

IV.3 **Public Announcements**. The Parties will not issue any press release or other public statements with respect to the transactions contemplated by this Agreement, except as may be required by applicable law or court process or approved by the other Parties.

IV.4 **Expenses**. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

IV.5 **Resignations; Employment Agreements**. On or prior to Closing, TICJ Officers, directors, and certain key employees of FNT, as determined by TICJ in its sole discretion, will execute new employment agreements in a form consistent with TICJ's standard employment contracts entered into during its ordinary course of business (each, an "**Employment Agreement**"). FNT shall maintain up to 1 Board seats on TICJ. Nothing in the foregoing sentence shall obligate TICJ to enter into an Employment Agreement with any person and TICJ shall have sole discretion in deciding who to offer an Employment Agreement to and the terms of such Employment Agreement. It is specifically understood and agreed that the Employment Agreements will contain, *inter alia*, confidentiality, non-disclosure, non-circumvention and non-competition provisions.

IV.6 **No Solicitation, Competition or Disclosure**. Prior to Closing, FNT and each officer, director, and key employee (collectively, "**Key Persons**") shall enter into a non-competition, non-disclosure and non-solicitation agreement with TICJ, in the form satisfactory to TICJ, whereby the Key Persons agree not to disclose any of TICJ's or FNT's confidential information or use FNT's proprietary information or trade secrets, and, for a period of two (2) years following Closing, in any capacity, directly or indirectly, (i) compete with FNT's Business; (ii) hire or attempt to hire or otherwise solicit any employees of FNT in employment in or services to any undertaking with which it is associated; or (iii) solicit any customers or clients of FNT.

IV.8 **Transition**. TICJ shall assist and consult with FNT in the transition of ownership of TICJ and operation of the Business for a period of not less than ninety (90) days from the Closing

Date. In addition, during such ninety (90) day period, TICJ shall take all steps necessary and provide all documents and information needed to assist FNT in maintaining the public listing, uplisting to OTCQB and name change of public company to FNT with OTC Markets.

(b) TICJ shall sign a release releasing FNT from any liabilities relating to the Share Exchange/Reverse Merger transaction prior to Closing. The foregoing notwithstanding, TICJ does not (i) release FNT from any liabilities relating to the representations and warranties made pursuant to Section 3.1 hereof, the covenants made pursuant to Article 5 hereof or the indemnity agreements made in Article 8 hereof.

IV.11 **Audit**. Upon execution of this Agreement, FNT shall take all steps necessary to have FNT's Financials from August 2024 to current audited under GAAP standards and shall timely cooperate with all requests made by the auditors. The Parties shall pay for the reasonable costs of such audit. The audit must be conducted as expediently as possible.

Article V
CONDITIONS PRECEDENT

V.1 **Conditions to Each Party's Obligation to Effect the** Share Exchange/Reverse Merger transaction. The obligation of each Party to effect the Share Exchange/Reverse Merger transaction and otherwise consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Share Exchange/Reverse Merger transaction shall have been issued by any court of competent jurisdiction or any other Governmental Entity having jurisdiction and shall remain in effect, and there shall not be any applicable legal requirement enacted, adopted or deemed applicable to the Share Exchange/Reverse Merger transaction that makes consummation of the Share Exchange/Reverse Merger transaction illegal.

V.2 **Conditions Precedent to Obligations of TICJ**. The obligation of TICJ to effect the Stock Purchase and otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of FNT in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or material adverse effect, which representations and warranties as so qualified shall be true and correct in all respects) both when made and on and as of the Closing, and (ii) FNT shall each have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by each of them prior to the Closing.

(b) Consents. TICJ shall have received evidence, in form and substance reasonably satisfactory to it, that such licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and other third parties as necessary in connection with the transactions contemplated hereby have been obtained.

(c) Officer's Certificates. TICJ shall have received officer's certificates executed on behalf of FNT by an executive officer of FNT, as applicable, confirming that the conditions set forth in Sections 6.01 and 6.02 have been satisfied.

(d) No Material Adverse Change. There shall not have occurred any change in the business, condition (financial or otherwise), results of operations or assets (including intangible assets) and properties of FNT that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on FNT.

(e) Secretary's Certificates.

(i) TICJ shall have received a certificate, dated as of the Closing Date, from the Secretary of FNT, certifying (i) as to the incumbency and signatures of the officers of FNT, who shall execute this Agreement and documents at the Closing and (ii) that attached thereto is a true and complete copy of resolutions of the Board of Directors of FNT and its shareholders authorizing the execution, delivery and performance of this Agreement by FNT.

(ii) Further, TICJ shall have received a certificate, dated as of the Closing Date, from the Secretary of FNT, certifying (i) as to the incumbency and signatures of the officers of FNT, who shall execute this Agreement and related documents at the Closing and (ii) that attached thereto is a true and complete copy of (A) the articles or certificate of incorporation of FNT and all amendments thereto, (B) the bylaws of FNT and all amendments thereto, and (C) resolutions of the Board of Directors of FNT and its shareholders authorizing the execution, delivery and performance of this Agreement by FNT.

(f) Lock-Up; Leak-Out. FNT shall have executed and delivered to TICJ a lock-up/leak-out agreement in the form annexed hereto as Exhibit D**.**

(g) Assignability of Contracts. TICJ shall have received confirmation from all third parties who have Contracts with FNT, as applicable, that the transactions contemplated by this Agreement and the assignment of applicable Contracts from FNT to TICJ shall not in any way negatively impact or invalidate such Contracts. Furthermore, FNT shall have provided to TICJ one or more assignments, in a form reasonably acceptable to TICJ, assigning all of FNT's rights under the Contracts to TICJ.

(h) Due Diligence. TICJ shall be satisfied with its due diligence investigations during the Due Diligence Period.

(i) Financial Statements. The financial statements of FNT shall have undergone and completed an approved audit as contemplated by Section 5.11.

(m) Schedules and Agreement. FNT shall have provided TICJ with all schedules and agreements, duly executed, required by this Agreement. Exhibit E.

V.3 Conditions Precedent to Obligation of FNT. The obligation of FNT to effect the Share Exchange/Reverse Merger transaction and otherwise consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of TICJ in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or material adverse effect, which representations and warranties as so qualified shall be true and correct in all respects) both when made and on and as of the Closing, and (ii) TICJ shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it prior to the Closing.

(b) Officer's Certificate of TICJ. FNT shall have received a certificate executed on behalf of TICJ by an executive officer of TICJ, confirming that the conditions set forth in Sections 6.01 and 6.03 have been satisfied.

(c) Board Resolutions. FNT shall have received resolutions duly adopted by TICJ's Board of Directors approving the execution, delivery and performance of the Agreement and the transactions contemplated by the Agreement.

(d) Lock-Up; Leak-Out. The majority holder of the shares of TICJ and holder of forty-nine percent (49%) of the issued and outstanding equity interests of TICJ, shall have executed and delivered to FNT a lock-up/leak-out agreement in the form annexed under Exhibit F.

Article VI
TERMINATION, AMENDMENT AND WAIVER

VI.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Closing Date:

(a) by mutual written consent of TICJ and FNT;

(b) by either TICJ or FNT if any Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Share Exchange/Reverse Merger transaction and such order, decree, ruling or other action shall have become final and no appealable;

(c) by TICJ for any reason during the period from full execution of this Agreement until the date thirty (30) days therefrom (the "**Due Diligence Period**");

(d) by TICJ, if a material adverse change shall have occurred relative to FNT before Closing and is not cured within five (5) days after TICJ tenders notice of the breach to FNT;

(e) by TICJ, if FNT fails to perform in any material respect any of its material obligations under this Agreement after being given written notice and a ten (10) day period to cure; or

(f) by FNT, if TICJ fails to perform in any material respect any of its obligations under this Agreement after being given written notice and a ten (10) day period to cure.

VI.2 **Effect of Termination**. In the event of termination of this Agreement by either FNT or TICJ as provided in Section 6.01, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of TICJ or FNT. Nothing contained in this Section shall relieve any Party for any breach of the representations, warranties, covenants or agreements set forth in this Agreement.

VI.3 **Amendment**. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

VI.4 **Extension; Waiver**. Any agreement on the part of a Party to an extension or waiver of another Party's obligations hereunder shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

VI.5 **Return of Documents**. In the event of termination of this Agreement for any reason, TICJ and FNT will return to the other Party all of the other Party's documents, work papers, and other materials (including copies) relating to the transactions contemplated in this Agreement, whether obtained before or after execution of this Agreement. TICJ and FNT will not use any information so obtained from the other Party for any purpose and will take all reasonable steps to have such other Party's information kept confidential.

Article VII
INDEMNIFICATION AND RELATED MATTERS

VII.1 **Survival of Representations and Warranties**. The indemnification provisions of this Article VIII and the representations and warranties contained in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Closing or earlier termination of this Agreement.

VII.2 **Indemnification**. FNT agrees to defend, indemnify and hold TICJ (as well as its officers, directors, members, employees and agents) harmless against and in respect of any and all actions, suits, proceedings, demands, liabilities, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "Losses") relating to: (a) FNT's breach of any covenants, warranties or agreements set forth herein; (b) any unrecorded, off balance sheet, or unaudited obligations explicitly and directly taken on or known by FNT related to the Business or FNT that are not disclosed to TICJ (whether on the financial statements of FNT or in the Schedules to this Agreement); (c) any debts or expenses explicitly and directly taken on or known by FNT related to the Business or FNT that are not disclosed to TICJ (whether on the financial statements of FNT or in the Schedules to this Agreement) , and (d) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including, but not limited to, court costs and actual and reasonable attorneys' fees) incident to any of the foregoing, provided the amount of any indemnification shall not exceed an amount equal to the value of the Shares as of the Closing.

In addition, FNT agrees to defend, indemnify and hold TICJ (as well as its officers, directors, members, employees and agents) harmless against and in respect of any and all actions, suits, proceedings, demands, liabilities, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Losses**") relating to: (a) all liabilities and obligations of, or claims against, FNT that are not specifically assumed by TICJ hereunder (the "**Excluded Liabilities**") or disclosed to TICJ (whether on the financial statements of FNT or in the Schedules to this Agreement) and are known to FNT; (b) any and all liabilities, obligations or claims arising out of or resulting from FNT's operation of its Business or its assets prior to the Closing as well as any post-Closing claims related to the infringement or alleged infringement of a third parties' Intellectual Property Rights or proprietary rights prior to the Closing; (c) FNT's breach of any covenants, warranties or agreements set forth herein; and (d) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including, but not limited to, court costs and actual and reasonable attorneys' fees) incident to any of the foregoing.

VII.3 **Indemnification**. TICJ agrees to defend, indemnify and hold FNT (as well as its officers, directors, members, employees and agents) harmless against and in respect of any and Losses relating to: (a) any and all liabilities, obligations or claims arising out of or resulting from FNT's operation of its Business or its assets after the Closing; (b) TICJ's breach of any covenants, warranties or agreements set forth herein; and (c) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including, but not limited to, court costs and actual and reasonable attorneys' fees) incident to any of the foregoing, provided the amount of any indemnification shall not exceed an amount equal to the value of the Shares as of the Closing.

VII.4 <u>Notice of Indemnification</u>

Promptly after the receipt by any indemnified party (the "**Indemnitee**") of notice of the commencement of any action or proceeding against such Indemnitee, such Indemnitee shall, if a claim with respect thereto is or may be made against any indemnifying party (the "**Indemnifying Party**") pursuant to this Article VIII, give such Indemnifying Party written notice of the commencement of such action or proceeding and give such Indemnifying Party a copy of such claim and/or process and all legal pleadings in connection therewith. The failure to give such notice shall not relieve any Indemnifying Party of any of its indemnification obligations contained in this Article VIII, except where, and solely to the extent that, such failure actually and materially prejudices the rights of such Indemnifying Party. Such Indemnifying Party shall have, upon request within thirty (30) days after receipt of such notice, but not in any event after the settlement or compromise of such claim, the right to defend, at its own expense and by its own counsel reasonably acceptable to the Indemnitee, any such matter involving the asserted liability of the Indemnitee; provided, however, that if the Indemnitee determines that there is a reasonable probability that a claim may materially and adversely affect it, other than solely as a result of money payments required to be reimbursed in full by such Indemnifying Party under this Article VIII or if a conflict of interest exists between Indemnitee and the Indemnifying Party, the Indemnitee shall have the right to defend, compromise or settle such claim or suit; and, provided, further, that such settlement or compromise shall not, unless consented to in writing by such Indemnifying Party, which shall not be unreasonably withheld, be conclusive as to the liability of such Indemnifying Party to the Indemnitee. In any event, the Indemnitee, such Indemnifying Party and its counsel shall cooperate in the defense against, or compromise of, any such asserted liability, and in cases where the Indemnifying Party shall have assumed the defense, the Indemnitee shall have the right to participate in the defense of such asserted liability at the Indemnitee's own expense. In the event that such Indemnifying Party shall decline to participate in or assume the defense of such action, prior to paying or settling any claim against which such Indemnifying Party is, or may be, obligated under this Article VIII to indemnify an Indemnitee, the Indemnitee shall first supply such Indemnifying Party with a copy of a final court judgment or decree holding the Indemnitee liable on such claim or, failing such judgment or decree, the terms and conditions of the settlement or compromise of such claim. An Indemnitee's failure to supply such final court judgment or decree or the terms and conditions of a settlement or compromise to such Indemnifying Party shall not relieve such Indemnifying Party of any of its indemnification obligations contained in this Article VIII, except where, and solely to the extent that, such failure actually and materially prejudices the rights of such Indemnifying Party. If the Indemnifying Party is defending the claim as set forth above, the Indemnifying Party shall have the right to settle the claim only with the consent of the Indemnitee.

Article VIII
GENERAL PROVISIONS

VIII.1 Notices. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (i) if by personal delivery, when so delivered, (ii) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient, (iii) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the following day, or (iv) when sent by facsimile with telephonic confirmation or electronic mail with confirmation of transmission by the transmitting equipment, the same day, in each case to the addresses, facsimile numbers, or electronic mail addresses designated in writing by each Party hereto to the other Parties. Any Party may change the address, facsimile number, or electronic mail address to which notices and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

VIII.2 Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

VIII.3 Entire Agreement; No Third-Party Beneficiaries. This Agreement and the other agreements and documents referred to herein constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

VIII.4 Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada without giving effect to principles of conflicts or choice of laws thereof. Notwithstanding, the Parties agree that the venue for any action shall be brought in the state of Florida and the Parties waive any claim for forum non conveniens.

VIII.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Any assignment in contradiction of the above shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. Notwithstanding the foregoing, TICJ may assign its rights under this Agreement to any subsidiaries designated by TICJ in a writing delivered to FNT.

VIII.6 **Severability**. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

VIII.7 **Counterparts**. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement. This Agreement, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an "**Electronic Delivery**"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms hereof and deliver them in person to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

VIII.8 **Attorneys' Fees**. In the event any suit or other legal proceeding is brought for the enforcement of any of the provisions of this Agreement, the parties hereto agree that the prevailing party or parties shall be entitled to recover from the other party or parties upon final judgment on the merits reasonable attorneys' fees, including attorneys' fees for any appeal, and costs incurred in bringing such suit or proceeding.

VIII.9 **Further Assurances**. From time to time, whether at or following the Closing, each Party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Stock Purchase Agreement as of the date first above written.

TRITENT INTERNTIONAL CORP:

By:
Name: Reno J Calabrigo
Title: President

Fantribe Inc.:

B. Michael Friedman
Digitally signed by B. Michael Friedman
Date: 2025.01.13 09:24:57 -06'00'

By:
Name: B Michael Friedman
Title: CEO

EXHIBIT A

FNT Share Issuance to TICJ - 100% of their common

TICJ Share Issuance to FNT - 13,100,000 of their common

EXHIBIT B

Required Assets

1. IP contracts
2. FNT.com full working platform and social media site
3. Registered Trademarks
4. Social media accounts
5. Athlete agreements
6. Vendor contracts
7. All logos and brand agreements

EXHIBIT C

Initial Due Diligence List

1. Copies of last twelve (12) months bank statements.
2. Listing of equipment, cost, and evidence of ownership.
3. Listing of all intellectual property, including but not limited to trademarks, copyrights, trade secrets, and patents.
4. Copies of any existing agreements: (examples include employment agreements, consulting agreements, sales agreements, joint venture or partnership agreements with customers or vendors).
7. List of outstanding litigation or claims, if any.
8. List of any liens on business or equipment.

EXHIBIT D

Lock-up Agreement - Not Applicable

EXHIBIT E

Enter Anti-Dilution Agreement for TICJ Ontario and FNT 13,100,000 shares

EXHIBIT F

Lock-up Agreement - Not Applicable