

SALE OF SOUL AGREEMENT

This Sale of Soul Agreement (hereafter “Agreement”) is effective as of the date upon which the party selling their soul (hereafter “Stinus”) receives the payment for the ‘Soul of Stinus’ Non-Fungible Token (hereafter “NFT”). This agreement is entered into freely by both parties when the NFT is bought (“Buyer” and “Stinus”) and both parties agree to honour and be bound by the terms of this agreement in any court, real, imagined, or otherwise, or as set before any judge or any being serving in a similarly recognizable capacity making judgment as to the validity of this contract, in any state of reality or nonreality, physical or metaphysical, for as long as the OpenSea marketplace or the Polygon blockchain exists, and also any states of being or nonbeing outside of our human conception of time.

BUYER AND STINUS AGREE AS FOLLOWS:

SECTION I. DEFINITION OF “SOUL”

- A. The “Soul” of Stinus for the purposes of this contract is understood to mean the spiritual, immortal, and immaterial essence of their self which exists independently and distinctly from their material being.
- B. While both the Buyer and Stinus acknowledge that the true nature, scope, and existence of any Such soul, whether or not it exists, is unknown and unknowable to either of them, the ambiguity involved in no way limits or renders any portion of this agreement invalid, and the total scope of the Soul shall be considered as subject to the agreement.
- C. Stinus’ religion or belief system lacking a concept of a “Soul” or metaphysical reality lacking the concept of a “Soul” as given shall not alter the stated intent of this contract, and the essence being transferred to the Buyer shall constitute whatever immaterial equivalent, if any, exists that is closest in nature to the given definition of Stinus’ spiritual, immortal, and immaterial essence.
- D. In the event that a “Soul” is not actually immortal, this contract shall remain in effect through whatever duration of time or non-time that the soul exists in any manner, state, or way of being.
- E. In the event that Stinus’ “Soul” does not exist as an independent entity outside of the whole “one-ness” of reality as commonly described in some belief systems, and in the event that this belief about the nature of reality reflects actual reality, this contract will remain in

effect for whatever period of time or non-time and to whatever degree that Stinus' immaterial essence is distinguishable in any form, manner, or state of being from the sum whole of immaterial or material existence.

F. The Buyer acknowledges and fully understands that Stinus may deny the existence of any such Soul as defined here in Section I or deny the possibility of transferring ownership of said Soul to another party according to their personal belief system. Buyer agrees to accept the risk of being unable to take possession of said Soul from the selling party due to either its nonexistence or non-transferability on the part of the Soul's owner.

SECTION II. SALE AND TRANSFER OF SOUL

A. Buyer and Stinus intend this Agreement to be a contract of sale for Stinus' Soul, as defined in Section I, wherein the Buyer shall provide the compensation outlined in Section III in exchange for ownership and use of Stinus' Soul as described in Sections I and IV.

B. The transfer of ownership of this Soul shall occur at the moment the NFT is obtained through the OpenSea marketplace.

C. If for any reason this Soul or a portion of this Soul shall be found to be non-transferable from Stinus to Buyer, this shall in no way limit the other provisions of this agreement or the Buyer's rights with respect to use and possession of the Soul. Stinus agrees to transfer ownership of Soul to Buyer to whatever degree is possible, through the Polygon blockchain and the OpenSea marketplace, and commits to the terms of usage, transfer, or possession of Soul as described in Section IV to whatever degree may be possible.

D. As compensation for this transfer of ownership of the Soul, Buyer agrees to compensate Stinus an amount of no less than one-tenth (0.1) Ethereum, to be transferred according to the terms given in Section III, via the OpenSea listing.

E. This transfer of ownership of the Soul from Stinus to Buyer provides the Buyer with full usage rights and ownership of the soul to do with as they see fit, including but not limited to the provisions given in Section IV of this document.

F. This transfer of ownership of the Soul from Stinus to Buyer prevents Stinus from any personal or public use of or claim of ownership to the transferred Soul without the express permission, in writing, of the Buyer. Other than limiting their making claims of ownership to the Soul, this clause shall in no way limit the material actions of Stinus.

G. This transfer is permanent and irrevocable except as given in the terms of this contract. Buyer shall be the new owner of Stinus' Soul for as long as the minted NFT exists and states of being, with all according rights and privileges of use as given in Section IV.

H. Buyer and Stinus agree that actual possession, use, or storage of the Soul by the Buyer is not required for Buyer's ownership, transfer, or future use of the Soul to be enforceable under these terms. Buyer may, at their discretion, relocate the Soul on the blockchain it is currently hosted on or remove it from its current NFT marketplace at any time and at their own discretion. Buyer may use or not use the soul as Buyer sees fit. Failure to take possession of or to use the Soul shall in no way invalidate the ownership, usage rights, subsequent transfer, or any other term of this contract with respect to the transferred Soul.

SECTION III. COMPENSATION FOR TRANSFER

A. Buyer agrees to compensate Stinus with an amount of no less than one-tenth (0.1) Ethereum for the transfer of the Soul via the OpenSea marketplace, as described in the listing and in Section II-C, according to the conditions outlined in this Section (III).

B. The sending of these funds (hereafter "the payment") shall occur via OpenSea and shall be sent from a crypto-wallet to the specified MetaMask address provided by Stinus.

C. Failure to send the required Ether to the payment address of Stinus shall invalidate the contract or the Buyer's ownership and usage of transferred Soul provided this is the primary reason for the Buyer's inability to render compensation.

D. Stinus acknowledges that small variations in actual value of currency may occur from moment to moment and that in sending a nominal amount of 0.1 Ethereum, they have satisfied their obligation to compensate Stinus under the terms of this agreement.

E. Both parties agree to pay any and all standard Gas fee percentages that may arise in the course of transferring sent funds to their personal accounts.

F. Stinus agrees that their failure to accept the funds shall in no way invalidate the agreement and that the contract will remain completely whole and enforceable regardless of their acceptance or non-acceptance of the payment.

G. In the event that the Buyer fails to send the compensation as described in this Section (III), the contract will be considered null and void and the ownership of the Soul shall revert to Stinus.

H. No action or use of the Soul may be undertaken by the Buyer within the 48-hour period beginning with the receipt of the contract signed by Stinus until and unless the Buyer has adequately rendered payment to Stinus as described in this Section (III).

SECTION IV. OWNERSHIP AND USE OF SOUL

A. Buyer and Stinus agree that the owner of the Soul may possess, claim, keep, store, offer, transfer, or make use of it in whole or in part in any manner that they see fit to do so, conventional or otherwise, including (but not limited to) the purposes described in this Section (IV). Example uses of the Soul which would be permitted under these terms include (but are not limited to):

- Publicly claiming to be the owner of the Soul in question.
- Transferring of said Soul, in whole or part, to any person or entity, for any reason.
- Sacrificing or offering said Soul, in whole or in part, to any deity or spiritual entity.
- Spending or using the soul, in whole or in part, for some purpose which causes it to diminish in value, quantity, or substance or be subsumed into a larger whole.
- Transferring the burden, credit, or responsibility of any actions reflected in the State of a Soul from another Soul to this Soul or from this Soul to another Soul.
- Long term storage, usage, or preservation of the Soul in a state which would prevent it from taking the course of development, evolution, or relocation it may otherwise take naturally or due to the actions or material status of Stinus.

B. Stinus agrees to fully relinquish any right of ownership or usage they have in the Soul and agrees that they will not attempt to use, keep, transfer, or sell the same Soul again even if it remains in their possession or immediate vicinity.

C. Stinus agrees not to interfere or attempt to interfere via metaphysical, magickal, or spiritual means with Buyer's attempt to claim, transfer, or use the transferred Soul in any manner Buyer sees fit to do so.

D. Stinus agrees that any attempt Stinus makes to use, re-sell, re-mint, reclaim, or repossess Soul outside of the terms of this agreement is invalid, null, and void and is superseded by the terms of this contract. Stinus herein calls upon any higher power or governing body in existence responsible for the administration and governance of Souls to invalidate their attempts to do so, should they occur, and aid in the transfer of ownership of Soul from Stinus to Buyer.

E. Stinus acknowledges that they recognize the Buyer as the new owner of the Soul that previously belonged to them and agrees to defend and support the Buyer's claim of ownership and usage right to any person, being, or authority who inquires or challenges them on the matter of the Soul's ownership and usage.

F. Stinus agrees that their failure to defend and support the Buyer's claim of ownership in the Soul shall in no way invalidate the claim or this contract.

G. Stinus agrees that Buyer and any other souls associated with the Buyer will bear no responsibility or ill consequences, material or otherwise, arising from their usage or ownership due solely to the state, past or present, of the transferred Soul.

H. Stinus agrees that any actions taken by either the Buyer or Stinus, or the Buyer's assigns, past or future, in any reality or state of being related to the transferred Soul which may impact the quality, state, destination, judgement, or content of the Soul, will remain tied to the Soul itself and not transfer in whole or in part to the Buyer or any other or pre-existing souls the Buyer may possess.

I. In the event that Souls exist and that the function of Souls works in some manner analogous to either the commonly understood classical Western Christian understanding of Souls or the pop culture Karmic interpretation of Souls as a ledger of good and evil, Stinus acknowledges that the state and condition of the Soul in question shall remain intimately tied to whatever actions, good or evil, that their material body may engage in and that the Buyer in no way warrants their claim of ownership as a protection to Stinus from judgement for misdeeds that Stinus may perpetrate, past or future. In addition to this, the burden and responsibility of any spiritual or immaterial consequences arising from the Buyer's use, ownership, or transfer of the Soul shall remain localized to the soul itself in perpetuity, and the Soul shall be judged accordingly for any actions or changes to its state that arise from the Buyer's use of it.

J. Stinus agrees that all rights of usage and ownership associated with the transferred Soul are transferable, in whole or in part, to any third party for any length of time and subject to any conditions allowed under the terms of this contract.

K. Stinus agrees that the death, relocation, or transformation of the Buyer or the Buyer's Soul, essence, or personhood in no way invalidates the Buyer's right of ownership and usage of the Soul according to the terms of this contract.

L. Stinus agrees that the material or immaterial destruction of this agreement no way invalidates the Buyer's right of ownership and usage of the Soul according to the terms of this contract.

M. Stinus agrees that any attempt by any party, whether subject to the terms of this agreement or not, to force the Buyer to release, modify, or invalidate this contract or to directly modify or invalidate this contract via physical force, violence, coercion, duress, threat, annoyance, public shame, prayer, invocation, evocation, communication with a spiritual entity, or any other means not arising from the Buyer's genuine, uninfluenced, and independent desire to do so will not be valid even if the Buyer is compelled to do so, and any modifications, transfer of Soul, or dissolution of the contract brought about by these means will be null, void, and ultimately superseded by the terms of this contract.

N. Stinus agrees that the ownership of the transferred Soul resides with the associated Buyer's standard soul governing mechanism, whatever it might be: either the material body of the Buyer, the Soul of the Buyer, both, or some other valid registry or ledger of Soul ownership recognized by any person, force, or entity charged with the administration, governance, or judgement of Souls. Furthermore, Stinus agrees to act as though Buyer is the stated owner of the transferred Soul in any such registry or ledger that may exist even if the actual record does not reflect this ownership and agrees to willingly act in accordance with the Buyer's wishes subject to the rights and obligations provided by a record in any such ledger at any time such actions may become relevant.

SECTION V. ENFORCEABILITY AND WARRANTS

A. Buyer and Stinus agree that this contract is enforceable and valid in all jurisdictions, courts, conventions, and considerations where it may be relevant, past or future, in this or any other reality, plane, state of being, or dimension, and hereby demand and petition any body or entity, material or immaterial, responsible for the administration, governance, or judgment of

Souls to recognize it as valid, even if this clause would otherwise be interpreted as overbroad or invalid for any reason.

B. Stinus agrees to support and defend any claims of ownership and any uses of the transferred Soul according to the terms of this contract by the Buyer and their assigns in any court, any jurisdiction, and before any entity where it may be relevant.

C. Buyer and Stinus agree to disregard and refuse to acknowledge claims by any authority, entity, or court claiming that this agreement is invalid under its authority unless any such court or entity can demonstrate beyond any doubt that it is the sole authority as to the validity and provenance of Soul ownership.

D. Buyer and Stinus agree that any provision of this contract that is prohibited or unenforceable in any jurisdiction or before any entity shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

E. Stinus warrants that to the best of their knowledge they are the sole owner of the Soul, should any such Soul exist, and willingly enters this contract of their own free will.

F. Stinus warrants that to the best of their knowledge, no existing claims or liens exist on the transferred Soul and agrees that any prior commitments that are in their power to dissolve are formally dissolved by the formation and signing of this agreement.

G. Stinus acknowledges and agrees that a lack of belief in the existence of a Soul or ignorance of any consequences, spiritual or otherwise, that may arise from their choosing to enter into this contract and be bound by its terms will not invalidate the enforceability of the contract or any terms found within.

H. Stinus acknowledges and agrees that their lack of awareness of the possible uses of a Soul, whether known to the Buyer or not, and any discomfort or distress that may arise from later discoveries of any such uses of a Soul in no way invalidates this contract or any term found within.

I. Stinus agrees to honour the spirit of this agreement as it would be understood by a reasonable third party and to not to attempt to break, invalidate, or make claims as to the lack of validity of this contract due to a technicality, intentional misinterpretation, or accidental

omission before any relevant person or entity with responsibility for the governance, administration, or judgement of Souls. Furthermore, Stinus agrees that any such omission, technicality, or misinterpretation presented shall in no way modify the other intended terms of the contract as understood by a reasonable third party.

J. Stinus agrees that any term or clause they recognize as possibly invalidating the intended spirit of the contract (the transfer of a Soul for compensation), whether now or at any other point in time, past or future, is immaterial to the enforceability of the contract, and agree that they will not and cannot use any clause they recognize now or later to allow for the reclamation of the Soul or invalidation of this agreement in whole or part against the allowable wishes of the Buyer as outlined in Section IV-M.

K. If either party fails to enforce any right or remedy given in this contract, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

SECTION VI. ADDITIONAL GENERAL TERMS AND CONDITIONS

A. Stinus acknowledges and agrees that regardless of the name provided for the signing of this contract, the demonstrated intent to enter into the agreement by the act of signing any name and returning this document to the Buyer is a sufficient referent to the actual Soul of the actual person signing the contract. Stinus agrees that an anonymous, pseudonymous, or symbolic signature of any kind, even in reference to an assumed or false persona, is a referent to the signatory's actual immortal Soul, to the extent that any such soul exists as defined in Section I of this agreement.

B. Stinus acknowledges and agrees that any attempt to misrepresent their identity to the Buyer or to sign this agreement under a false or assumed name, regardless of the degree of abstraction or mechanical distance used for the actual signature, will have no impact on the validity of this agreement for the sale of their own, personal Soul. Stinus further agrees that any body or entity charged with governance, administration, or judgement of souls should uphold the terms of this agreement with regard to the being, person, or individual performing the signing as Stinus described in this agreement regardless of whether an assumed or fabricated identity is presented on the documents.

C. Buyer and Stinus agree that both parties may have some desire for anonymity or pseudo-anonymity and that if a pseudonym is used for signing and in the event that the legal name of either party becomes known at any point to the other, neither will disclose the legal name of

the other without clear and explicit prior written consent delivered directly in response to a query about publishing the other's legal name.

D. Buyer and Stinus agree that this contract may be modified only by written amendment signed by both parties or their explicitly authorized designees for the administration of this contract (as indicated by referencing this specific contract in writing as being within the purview of the designee) and entered into of the Buyer's free will in accordance with the provisions given in Section IV-M.

E. Buyer and Stinus agree that this contract represents the parties' entire understanding with respect to the terms of sale for the Soul and supersedes any prior agreements or discussions, written or oral, regarding the same.

F. Buyer and Stinus agree that electronic signatures intentionally placed on this document are as binding and enforceable for the purposes of this agreement as any conventional signature in ink, blood, or any other substance that might otherwise be used.

G. Stinus agrees that they have read the contract in its entirety and are satisfied and in agreement with all stated terms and conditions.

IN WITNESS WHEREOF, the parties have entered into this contract effective as of the latter date of the two signatures set forth below.

BUYER: _____

DATE: _____

STINUS: 

DATE: 01-30-2022