

QUALIFIED COUNTERPARTY WORKING TEMPLATES

Non-Binding Indicative Term Sheet

Two alternative non-binding transaction pathways: (A) acquisition of selected namespace assets or (B) an exclusive licence. Use only one pathway for a specific proposal unless the parties agree to a hybrid.

STRATEGIC TRANSACTION CONTACT

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Purpose

These templates are intended to let an infrastructure operator, corporate development team or strategic investor submit a structured, preliminary proposal to U1.ca. They are not a public offer, commitment to transact, NDA, exclusivity undertaking, or complete legal agreement.

What a counterparty should complete

1 / Identify	Legal entity, authorized contact, intended use, preferred acquisition or licensing path.
2 / Specify scope	A preliminary Schedule A of domain registrations and any separately identified documentation or rights; do not assume that a public architecture diagram defines an asset bundle.
3 / Propose economics	Purchase price and funding mechanism, or licence fees and duration, using the blanks below.
4 / Define due diligence	Proposed review timetable, domain eligibility and control checks, third-party rights review, and operating transition responsibilities.
5 / Submit	Send the completed non-binding proposal to r@u1.ca . Confidential records can be exchanged after a separate mutual NDA if agreed.

Important transaction boundary

The Sovereign Seven, Assurance Enclave and Namespace0 describe proposed namespace identities and architectural positioning. Neither this document nor U1.ca represents that a production authoritative DNS, anycast, recursive DNS, DDoS protection, registrar, or telecom service is included or operational. Any deployed infrastructure, software, IP or operating support must be expressly scheduled.

Drafting note: Bracketed fields invite counterparty proposals. No price, licence, exclusivity, timetable or asset scope has been pre-accepted by U1.ca. Counsel should review any negotiated document before signature.

PATH A / ACQUISITION

Asset Acquisition

Non-binding indication of terms for a proposed acquisition of identified domain-registration rights and expressly scheduled related materials.

Parties	Proposed seller: [exact legal contracting entity behind U1.ca to be confirmed]. Proposed buyer: [full legal name, jurisdiction, registration number].
Indicative date	[date] / Proposal validity, if any: [date or number of days].
Transaction	Proposed purchase of the specified assets only; asset purchase rather than acquisition of a corporate entity unless separately agreed.
Schedule A: assets	[List each domain name and registry/TLD; optionally itemize separately transferable documentation or rights. Specify included and excluded items. All ownership and third-party rights subject to verification.]
Consideration	Proposed aggregate amount and currency: [_____]. Deposit: [_____]. Allocation among asset classes, if relevant: [_____]. No valuation is implied by this template.
Funding & settlement	Proposed source of funds: [_____]. Payment via reputable independent escrow / closing agent: [_____]. Allocation of bank, escrow, registrar and transfer costs: [_____].
Closing process	Verify current registrar/registry data, registrant of record, transfer locks and eligibility; agree authenticated transfer authorizations and acceptance confirmation before fund release. Use an agreed closing checklist.
Registry requirements	Closing subject to applicable registrar and registry rules, including .ca Canadian Presence Requirements where applicable. No presumption that a proposed buyer can hold every included domain.
Operational boundary	Only expressly scheduled operational configurations or deliverables transfer. If any live delegation exists, address nameservers, zone control, DS/DNSSEC records, credentials, monitoring and transition responsibility through an agreed technical plan.

Due diligence, conditions and legal mechanics

Due diligence	[Proposed period] after NDA/scope alignment; checks may cover chain of title, registrar status, RDAP/WHOIS, UDRP/CIRA disputes, liens, third-party claims, policy eligibility, documentation and operational dependencies.
Conditions precedent	Satisfactory due diligence, necessary approvals and eligibility, agreed asset schedules, absence of prohibitive transfer restrictions, executed definitive agreement and escrow instructions.
Representations	Customary limited title, authority and non-encumbrance representations as negotiated. No implied performance, uptime, traffic, rankings or future revenue warranties.
Taxes & expenses	Each party bears its own professional fees unless negotiated otherwise; allocation of transaction taxes and escrow/transfer fees: [_____].
Confidentiality	Non-public information exchanged only under a separately executed NDA where appropriate.
Exclusivity	None granted by this template. Any no-shop or exclusivity period would require a separate, expressly binding written agreement.
Target timetable	NDA [date]; due diligence [date]; definitive agreement [date]; closing [date] - indicative only.
Law / disputes	To be determined in the definitive agreement following legal and registry review; no law or forum is selected by this template.
Status	Entirely non-binding. No legal duties to negotiate, accept an offer, transfer rights or close. Rights arise only under executed definitive documents and completed conditions.

Counterparty proposal submitted by: [name / title / organization] Date: [_____]

Return to r@u1.ca. Do not send sensitive architecture, credentials or proprietary technical materials with an unsolicited initial proposal.

PATH B / EXCLUSIVE LICENCE

Exclusive Licensing

Non-binding indication of terms for a proposed exclusive licence of specifically scheduled digital identities. Title remains with the licensor unless separately transferred.

Parties	Proposed licensor: [exact legal contracting entity behind U1.ca to be confirmed]. Proposed licensee: [full legal name, jurisdiction, registration number].
Indicative date	[date] / Proposal validity, if any: [date or number of days].
Schedule A: assets	[Enumerate the domains and any related rights licensed; list exclusions and whether future-added names require amendments.] Public conceptual diagrams do not define licensed rights.
Exclusivity	Requested exclusivity: [exclusive / sole / limited field of use]. Scope: [service category / channels / territory]. Reserved uses and existing rights: [_____].
Permitted use	[Describe actual services and brand use, e.g., authoritative DNS naming identities, secure service endpoints or other agreed uses]. No claim of registry, ICANN or CIRA affiliation by implication.
Term / renewal	Initial licence term: [__ years]. Renewal option(s): [_____]. Notice periods, review milestones, conditions and early exit triggers: [_____].
Licence economics	Proposed initial fee: [amount/currency]. Annual minimum or fixed licence fee: [amount]. Variable royalty / revenue share (if any): [formula, reporting and audit rights]. Payment dates: [_____].
Registrar control	Registrant of record and registrar account control: [proposed arrangement]. Delegated technical administration, role-based access, change authority and approval process: [_____].
Renewals / DNS	Specify who funds renewals and protects domains against expiration, seizure, misconfiguration and unauthorized transfer. Define nameserver, DNSSEC/DS, zone, credential, log and incident responsibilities only where applicable.

Operational safeguards and termination

Deployment obligations	Licensee bears responsibility for deploying and operating any infrastructure it chooses to build unless expressly contracted otherwise. No implied U1 SLA, anycast footprint, security capability or managed DNS service.
Service requirements	Proposed technical standards, abuse policies, uptime/security commitments, audit obligations and response process: [_____]. Any service-level commitment requires a separately negotiated schedule.
Sublicensing / assignment	Sublicensing, sub-delegation, assignment, asset pledges and change of control: [consent requirements and exceptions]. Registry policy controls remain applicable.
Third-party rights	Licensee to comply with registry policy, DNS abuse obligations where applicable, trademark laws and dispute processes. Responsibility for claims and indemnities to be separately negotiated.
Breach / termination	Proposed cure periods for payment, material breach, prohibited use and security events: [_____]. Consequences of insolvency or material change of control: [_____].
Exit / continuity	Agree end-of-term transition, DNS and zone handover (if applicable), cessation of brand use, continued renewals during transition, return of credentials/data and any limited transition assistance.
Purchase option	Optional future purchase right: [none / separately negotiated strike price, exercise period and conditions]. No option is created by this template.
NDA / exclusivity	Non-public due diligence under separate NDA as appropriate; no negotiation exclusivity or binding licence is granted by this template.
Law / timetable	Proposed due diligence [dates], signing [date], effective date [date]; governing law and dispute mechanisms to be agreed in definitive documents.
Status	Entirely non-binding. No licences, rights of use, options or exclusivity arise before duly executed definitive agreements and satisfaction of applicable conditions.

Counterparty proposal submitted by: [name / title / organization] Date: [_____]

Return to r@u1.ca. Any governance, operating agreement, engineering commitments or commercial rights must be negotiated independently.

ANNEX / BOTH PATHWAYS

Schedule A - Scope Worksheet

A counterparty can use the same worksheet to identify the property interests under review before a confidential due diligence exchange.

Asset definitions must be exact. Include the fully qualified domain name, top-level domain, proposed rights, permitted operating role, conditions and any excluded materials.

Item	Domain / right	Interest sought	Notes / exclusions
01	[_____]	[_____]	[_____]
02	[_____]	[_____]	[_____]
03	[_____]	[_____]	[_____]
04	[_____]	[_____]	[_____]
05	[_____]	[_____]	[_____]
06	[_____]	[_____]	[_____]
07	[_____]	[_____]	[_____]
08	[_____]	[_____]	[_____]

Technical and commercial questions to resolve

- Are the asset identities presently registered, eligible for transfer or licensing, and free of material restrictions?
- What access or change-control rights are required (registrant, registrar, zone, DS/DNSSEC, nameserver delegation)?
- Is any operational service, source code, data, traffic, configuration or staff capability explicitly included? If not, state that it is excluded.
- What is the proposed structure of consideration, escrow or continuing fee/reporting?
- Who is responsible for renewals, incidents, abuse complaints, policy compliance, taxes and any exit transition?
- Which records require a confidentiality agreement before disclosure?

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Non-binding and not legal advice. For use as a preliminary counterparty response only. No warranty of title, non-infringement or deployment is made by this worksheet; those matters require due diligence and definitive documentation.