

## Exclusive Brokerage Agreement

This Exclusive Brokerage Agreement (EBA) is by and between **Domain Assets LLC** (hereinafter referred to as “**Broker**” or “**DA**”) and \_\_\_\_\_ (hereinafter referred to as “**Seller**”) and is made and effective as of the later of the date on which it is signed by **DA** and **Seller** (the “Effective Date”).

**Exclusive Brokerage Service:** **DA** will provide lead generation; marketing; and exclusive domain brokerage and auction services to Seller pertaining to the digital asset(s) or domain name(s) listed below:

**Domain Names/ Digital Assets:** \_\_\_\_\_

**Minimum Reserve Price (Auction Reserve) :**           **\$ USD** (net to Seller)

**Commission Percentage:**                   for the sale as indicated below:

<u>Gross Sale Price</u>	<u>Commission %</u>
\$ _____ USD +	15%
\$Under _____ USD	10%

**Exclusive Brokerage Term:**       **One Hundred Eighty (180) days**

1. When a sale occurs, **DA** will be compensated pursuant to the commission schedule illustrated above, which is to be paid directly to **DA** from Seller’s proceeds. The broker’s commission could be split 50/50 with another broker if required to complete a transaction at or above the reserve price. **DA** will aggressively market the digital asset(s) listed above for during the exclusive term, whereas only **DA** brokers or individuals approved by **DA** can market the digital asset(s).
  
2. In selling Domain name(s) and/or Digital Asset(s), **DA** shall:
  - a. Use commercially reasonable efforts to solicit offers from qualified, and unrelated third party Buyers at or above the Reserve Prices through direct marketing and auction services;
  
  - b. Not consummate the sale of a Digital Asset on Seller's behalf until the Reserve Price has been satisfied in an auction and an offer has been accepted in writing by Seller in private brokerage;

- c. Obtain Seller's written consent before starting an action or reducing or changing the Reserve Price of any Digital Asset in the event that the Reserve Price has not been met or .
- d. Not offer a Digital Asset for sale in an amount less than Reserve Price unless Seller has first given its written approval;
- e. Work in good faith with Seller to increase the price of the assets through competition & negotiation and quickly resolve disputes, if any arise;
- f. Perform its responsibilities in a diligent, competent and professional manner; and
- g. Refrain from bidding, either directly or via an agent, on any Domain(s) or Digital Assets.

"Reserve Price" means the minimum price that the Seller is willing to accept and which includes all sales commissions and fees.

3. In order to sell a Digital Asset through Private Brokerage, Seller shall:
4. Provide **DA** with complete and accurate information regarding Seller, the Domain Name(s), and other such information the parties may reasonably request from time to time in order to permit DA Brokerage to perform its duties hereunder;
5. Disclose to **DA** any adverse material facts known to Seller regarding the Domains that Seller becomes aware of;
6. Not submit any Domains for sale or that Seller (i) knows to infringe upon or knowingly violate the intellectual property rights of other person, (ii) does not have right, title and interest to, or the authority to sell to third parties free and clear of all liens, claims, encumbrances, licenses and security interests, or (iii) knows are subject to pending or threatened litigation, arbitration, claims, disputes or other legal proceeding;
7. Refer to **DA** any future, *bona fide* offers or inquiries from any third parties who may contact Seller during the Exclusive Period and express an interest in acquiring the Domain name(s) or Digital Assets(s);
8. Assist **DA** with the marketing and sale of the Domains as may reasonably be requested (such assistance shall be at **DA's** sole expense unless Seller provides express written authorization in advance);
9. For a period of Ninety (90) days following the termination of the Exclusive Brokerage Term, Seller shall not knowingly and intentionally contact or attempt to contact, solicit or attempt to solicit, enter into or attempt to enter into any agreement, with individuals or entities that were contacted by **DA** or a **DA's** partners/brokers and which were identified to Seller in writing as a potential purchaser during the exclusive brokerage Term. **DA** shall provide a list of potential

purchasers approached pursuant to this clause within ten (10) days of the termination of the exclusive brokerage term. In the event that a digital asset is sold by Seller in violation of the continuing obligation provisions above, then **DA** shall be entitled to receive its full commission.

**Escrow Procedure:** All Digital Assets sold through **DA** services will be transacted through a designated escrow or transfer service (such as Escrow.com; ESQwire.com; or DN.com); or whichever credible Escrow Service the Seller designates.

**Expiration:** The Terms of this Agreement will continue until such time it is mutually agreed to cancel the agreement. The **Seller** and **Broker** agree to give thirty (30) days advance notice in writing when either Seller or Broker wish to terminate the exclusive brokerage term.

**Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Virginia – Fairfax County.

**Dispute Resolution:** In the event of any dispute arising under the terms of this Agreement, exclusive jurisdiction to determine said disputes shall be submitted for resolution to the American Arbitration Association located in Fairfax County, Virginia in accordance with its expedited rules of commercial arbitration. The prevailing party in any proceeding for collection or dispute resolution shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

**Modification:** This Agreement may only be modified, amended, or otherwise changed (including this section hereof) by an instrument in writing signed by **DA** and **Seller**.

**Counterparts:** This Agreement may be executed in counterparts, each of which digital copies shall be deemed as an original and all of which shall constitute one and the same document.

**Exchange of Signatures:** Executed signatures of the parties to this Agreement may be exchanged by telecopy, facsimile, electronic, or any other medium, and shall be deemed to be the same when so exchanged as the original signed copies hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the last date set forth below.

**By:**

**By:** Domain Assets LLC/John  
Mauriello

**Title:**

**Title: Managing Partner**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_