

DOMAIN NAME TRANSACTION AGREEMENT

This **DOMAIN NAME PURCHASE AND SALE AGREEMENT** (the “Agreement”) by and between _____, (“**Buyer**”), _____, (“**Seller**”) and Greenberg & Lieberman (Escrow.Domains) as **Escrow Agent** for the transaction (“**Escrow Agent**”) and collectively referred to as the Parties (“**Party/Parties**”) is entered into as of the effective date (“Effective Date”) as indicated below.

WHEREAS Seller owns all right, title and interest in and to, and possesses all rights necessary to use on the Internet, the domain name, _____ (“Domain Name”);

AND WHEREAS Seller has agreed to sell to **Buyer** and **Buyer** has agreed to purchase all of the right, title and interest including the associated good will of **Seller** in and to Domain Name;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Parties** hereby agree as follows:

1. **Binding Agreement.** FOR GREATER CLARITY, THIS IS A BINDING LEGAL AGREEMENT ENFORCEABLE IN A COURT OF LAW. **BUYER** IS SPECIFICALLY ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL TO REVIEW THIS AGREEMENT PRIOR TO EXECUTING THIS AGREEMENT. **PARTIES** MAY COLLECT DAMAGES IF ONE OF THE **PARTIES** FAILS TO MEET THE REQUIREMENTS OF THE AGREEMENT.
2. **Confidentiality.** The **Parties** mutually agree to not disclose the facts or terms of this Agreement, or details of communications between the **Parties** related to this Agreement, except as may be mutually agreed in writing by the **Parties**, with the exemption as necessary to obtain legal or tax advice or to affect the transfer of **Domain Name** to **Buyer**;
3. **Agreement to Purchase Domain Name.** **Seller** hereby agrees to sell, transfer, assign and convey to **Buyer** all of the right, title and interest of **Seller** in and to the Domain Name.
4. **Purchase Price.** **Buyer** agrees to pay a purchase price (“Purchase Price”) for Domain Name in the amount of US \$_____ (_____ Dollars), inclusive. For greater clarity, Purchase Price is the consideration for **Seller** transferring its rights over the Domain Name, whether as a commodity or as a service, to **Buyer**.
5. **Neutral Third-Party Escrow Agent Services.**
 - a) **Fiduciary Duty.** **Buyer** and **Seller** appoint **Escrow Agent** to exercise fiduciary duty as a neutral third-party escrow services provider. As an experienced domain name and Internet law firm, **Escrow Agent** shall perform services as a “qualified intermediary” for the purpose of asset and transaction safety.

b) Escrow Agent Duties. **Escrow Agent** shall review all legal documents associated with Agreement, **Escrow Agent** shall comply in all material respect with relevant laws and regulations; disclose any evidence of potential fraud perceived by **Escrow Agent** as being committed on a **Party** to the escrow; satisfy to **Escrow Agent's** sole belief and discretion that both **Parties** understand Agreement for which they are entering; verify Purchase Price funds sent by **Buyer**, for which **Escrow Agent** at **Escrow Agent's** sole discretion may hold funds as long as it believes is necessary to guarantee that there are no issues with such funds; **Escrow Agent** shall hold Domain Name asset and Purchase Price payment in a secure IOLTA trust escrow account associated with a separate client / matter number with said IOLTA account being frequently reviewed by an independent CPA firm; **Escrow Agent** shall not make any escrow distribution until the terms of Agreement have been fully complied with.

c) Confidentiality. **Buyer** and **Seller** are clients of **Escrow Agent** solely for the purpose of administering the terms of Agreement. **Escrow Agent** as a law firm shall protect and preserve all non-public, confidential transaction information and not share such with third parties under attorney-client privilege UNLESS THE INFORMATION HAS BEEN DECLARED PUBLIC BY THE PARTIES OR ESCROW AGENT IS REQUIRED TO RELEASE THE INFORMATION TO LAW ENFORCEMENT OR THROUGH VALID SUBPOENA.

d) Escrow Fee. As consideration for escrow services provided hereunder, **Escrow Agent** will receive a flat fee as designated under Premium Legal Advice found at escrow.domains/fees. All fees, costs and escrow amounts are in U.S. dollars and must be rendered in U.S. dollars unless otherwise agreed to in advance.

e) Conflict of Interest. The **Parties** do specifically waive any conflict of interest outside of this Agreement and waive any objections to **Escrow Agent** representing either **Party** on any other issues unless the issues are specifically associated with this Agreement.

6. Escrow Control of Domain Name. **Escrow Agent** has been given authorized control of Domain Name by **Seller**.
7. Escrow of Purchase Price. Within five (5) business days of Effective Date, **Buyer** shall consummate payment of Purchase Price to **Escrow Agent** for the transaction contemplated by this Agreement in accordance with **Escrow Agent** standard terms of escrow.
8. Time is of the Essence. Time is of the essence and a material requirement with respect to the performance of this Agreement. Time for performance may be extended or abridged solely in writing and mutually signed by **Parties** herein. In the event of non-performance by **Buyer** to deliver timely Purchase Price payment to **Escrow Agent** within five (5) business days of Effective Date, **Seller** at his sole discretion shall have the immediate right to cancel Agreement.

9. **Domain Name Transfer Options.** Concurrent with **Buyer** payment Purchase Price to **Escrow Agent**, **Buyer** shall indicate whether it wishes to accept Domain Name transfer via Push or EPP transfer code. (For greater clarity, a PUSH internally transfers Domain Name to another account at the same registrar (**Escrow Agent's** registrar), which only takes minutes; an EPP transfer externally moves the Domain Name from one registrar to another registrar, which often takes seven (7) days or longer, depending upon registrars.)**Release of Escrow Funds.** The **Parties** hereby mutually agree and acknowledge that **Escrow Agent** is jointly authorized to transfer Purchase Price Payment to **Seller** upon **Escrow Agent** receiving control of Purchase Price payment from **Buyer** in escrow fund and transfer Domain Name to **Buyer**. (For greater clarity, proof of Domain Name transfer will be confirmed in the WHOIS records as soon as Internet DNS propagation has been completed - the time required for Internet DNS servers worldwide to update their cached information for a domain name. DNS changes can take from several hours to 72 hours to propagate worldwide depending upon Internet server traffic and other factors.)
10. **Escrow Fee Payment.** The **Parties** mutually agree to split the cost of the Escrow fee 50%/50%. **Escrow Agent** shall deduct Escrow Fee from Purchase Price escrow fund. **Escrow Agent** shall invoice both **Seller** and **Buyer** for Escrow Fee.
11. **Representations and Warranties.** The **Parties** herein mutually represent, warrant, and covenant the following for the purchase of Domain Name:
- a) **Independent Legal Advice.** The **Parties** have each read and understand this Agreement, and has entered into it voluntarily and without coercion, and has been advised and had the opportunity, to consult with independent legal counsel of their choosing with respect to this Agreement and the matters contemplated hereby;
 - b) **Independent Investigation.** The **Parties** are entering into this Agreement based upon their own independent investigation and are not relying on any representations or warranties of the other **Party** or any other person not set forth herein;
 - c) **Business and Existence.** **Seller** is the owner of all right, title, and interest in Domain Name and has the power to dispose of the Domain Name. **Seller** has made all necessary filings that are necessary to own and use the Domain Name;
 - d) **Seller Business Power.** **Seller** has good and sufficient power, authority and right to enter into and deliver this Agreement and to carry out the transactions and perform each of its obligations provided for herein. **Seller** has good and sufficient power, authority and right to transfer the legal and beneficial title and ownership of the Domain Name to **Buyer** as provided herein free and clear of all liens, encumbrances, claims, and charges;
 - e) **Buyer Purchase Authorization.** **Buyer** represents to **have the** legal authority, consents, agreements, authorizations, and/or approvals necessary to enter into this Agreement and perform its obligations hereunder to secure the acquisition of this **Domain Name**.
 - f) **Domain Name Utilization.** **Buyer** represents to **Seller** that **Domain Name** shall not utilized in any manner reasonably calculated so as to be confusing, and/or deceitful, and/or fraudulent with respect to any third party so as to cause **Seller** any additional costs after the execution date of this Agreement.

g) No Agreement to Sell Domain Name. There is no contract, commitment, option or any other right of any person or entity binding upon, or which at any time in the future may become binding upon, **Seller** to sell, transfer, assign license or in any other way dispose of or encumber the Domain Name other than pursuant to the provisions of this Agreement;

h) Title to Domain Name. **Seller** is the sole beneficial and registered owner of the Domain Name, with good and marketable title thereto, free and clear of any government limitations or burdens, licenses, liens, charges, encumbrances, transfer taxes, data privacy laws, regulations or restrictions pertaining to illegal content, and has the right to sell, transfer, and convey the Domain Name to **Buyer**;

i) No Infringement. **Seller** does not own or control any trademarks or service marks, registered or not. Furthermore, **Seller** has not received any threats of legal action or been made a party to any legal action for transfer of the Domain Name and/or damages in connection with a claim for trademark infringement or cybersquatting;

j) No Third Parties. The **Parties** represent to each other that each has not, directly or indirectly, employed any third party broker, finder or intermediary in connection with the transactions contemplated hereby who might be entitled to a fee or commission upon the execution of this Agreement or consummation of the transactions contemplated hereby and indemnifies each other for any such claims that may arise;

k) Taxes. Any taxes applicable to Agreement transaction shall be borne by **Seller**.

l) Domain Name Purchase is Final. The **Parties** mutually agree and understand that purchase of this Domain Name is final and executed on an "AS IS" basis, pursuant to the provisions of this Agreement.

11. General Terms.

a) Definition of "Person". For the purposes of this Agreement, "Person" means any individual, legal or personal representative, partnership, company, incorporated syndicate, unincorporated association, trust or governmental authority.

b) Further Assurances. The **Parties** shall execute and deliver such further and other documents, assurances and conveyances as may be necessary from time to time to give effect to this Agreement and to carry out its provisions.

c) Fees. **Seller** and **Buyer** shall pay their respective and other professional advisory fees, costs and expenses incurred in connection with this **Domain Name** transaction, preparation, execution, delivery of this Agreement, and all other documents and instruments executed pursuant hereto.

12. **Disputes.** All disputes shall be submitted to binding arbitration administered through the World Intellectual Property Organization. Arbitration shall be limited to no more than 20 discovery requests and a single brief filed by each **Party** of no more than ten (10) pages single spaced. There shall be no in person hearings. All hearings shall be conducted via telephone or the Internet. Arbitration award shall be legally binding on both sides and enforceable in the courts. The prevailing **Party** in any arbitration or legal proceedings brought under or with relation to this Agreement shall be entitled to recover all costs and reasonable legal fees of such proceeding from the non-prevailing **Party**.
13. **Mutual Indemnification.** The **Parties** mutually accept **Escrow Agent** Terms and Conditions as stated herein:
- a) **Escrow Agent Indemnification.** **Seller** and **Buyer** agree, to the fullest extent permitted by law, to indemnify and hold harmless **Escrow Agent** against all damages, liabilities or costs including reasonable legal fees and defense costs, arising out of or in any way connected with this Agreement or the performance, errors, or omissions by either **Seller** and **Buyer**, but only to the extent of real damages, liabilities or costs which are not attributable to negligence of professional services or failure to act by **Escrow Agent**, and/or its sub-consultants, or anyone for whom **Escrow Agent** is legally liable, solely where there was a specific legal duty to act.
 - b) **Seller & Buyer Indemnification.** **Escrow Agent** agrees, to the fullest extent permitted by law, to indemnify and hold harmless **Seller** and **Buyer** against damages, liabilities and costs arising from negligent acts of **Escrow Agent** in the performance of professional services under this Agreement not to exceed beyond **Escrow Agent's** E&O insurance limits and/or One Million dollars (\$1,000,000) whichever is greater and attributable to the contributory. To the extent that **Escrow Agent** shall be responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between **Escrow Agent** and **Seller** and **Buyer**, **Escrow Agent** shall have no obligation to indemnify **Seller** or **Buyer** due to their own negligence.
 - c) **Contributory Negligence.** None of the **Parties** shall be obligated in any manner whatsoever to indemnify the any of the other **Parties** herein other than for each **Party's** own contributory negligence. This indemnification section does not include a duty to defend and limited to the services called for under the Agreement.
 - d) **No Seller Development Limitations.** Nothing in this Agreement shall be construed to in any way limit the right of **Seller** to purchase, own, develop and/or maintain another domain name or website.
 - e) **Statute of Limitation.** The statute of limitation for all claims shall be one (1) year.
14. **Successors and Assigns.** This Agreement shall ensure to the benefit of and be binding upon the respective successors and permitted assigns of the **Parties** hereto.

15. **Amendments and Waiver.** No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both the **Parties** hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the **Party** purporting to give the waiver and, unless otherwise provided, shall be limited to the specific breach waived.
16. **Notices.** All notices shall be provided to the **Parties** via overnight courier at their respective addresses and set forth on the signature page hereto.
17. **Interpretation.** This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either of the **Parties**.
18. **Captions.** Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.
19. **Severability.** If any of the provisions of this Agreement are found to be invalid, inoperative, or unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
20. **Waiver.** One or more waivers of any covenant, term or condition of this Agreement by either **Party** shall not be constructed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either **Party** to any set by the other **Party** requiring such consent to or approval of any subsequent act.
21. **Governing Law and Specific Performance.** This Agreement shall be governed by, have the sole jurisdiction and venue and be construed and interpreted under the laws of the District of Columbia without regard to the District of Columbia's conflicts of law principles.
22. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which counterparts when so executed shall constitute a single instrument.
23. **Authority to Sign.** The **Parties** to this Agreement represent and warrant to the other that it/he has the authority to enter into this Agreement. Each corporate entity and trust that is a **Party** to this Agreement represents that it has vested the signatory for it with full authority to sign this Agreement and bind it.
24. **Entire Agreement.** This Domain Name Transaction Agreement constitutes the entire agreement between the **Parties** hereto relating to the purchase and sale of Domain Name and supersedes all prior negotiations and agreements, whether written, oral, implied or collateral between **Seller** and **Buyer**. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the **Parties** other than as expressly set forth in this Agreement.

HEREBY AGREED by and between Buyer and **Seller** and **Seller's Agent** as of the Effective Date of this Agreement being the date of the last signature on this agreement.

WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

BUYER:

By: _____
Title: _____

Address: _____
Email: _____
Phone: _____

SELLER:

By: Alan Brandt
Title: _____
Owner / Developer

Address: Klotenerstrasse 3, 8305 Dietlikon (ZH), Switzerland
Email: AlanBrandtConsulting@gmail.com
Phone: U.S. 817-984-WEB1 (9321)

ESCROW AGENT:

Greenberg & Lieberman (aka Escrow.Domains)

By: _____
Title: Stevan Lieberman, Esq as closing attorney
Address: 1775 I St. NW Suite 1150, Washington, D.C. 20006
Phone: 202-625-7016
Email: stevan@aplegal.com

Jessica Buck, Legal Assistant
Email: Escrow@escrowdomains.com