**AGREEMENT TO ASSIGN DOMAIN NAME**

This Agreement to Assign Domain Name (the “Agreement”) is effective [DATE],

**BETWEEN: [PURCHASER NAME]** (the "Purchaser"), a company organised and existing under the laws of the [country], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [SELLER PARTY]** (the "Seller"), a company organised and existing under the laws of the [country], with its head office located at:

 [COMPLETE ADDRESS]

RECITALS

The SELLER hereby agrees to sell, transfer and assign and the PURCHASER hereby agrees to purchase the domain name www.[SPECIFY].com (the "Domain Name") subject to the terms and conditions of this Agreement.

AGREEMENT

The parties agree as follows:

1. **DOMAIN, NAME ASSIGNMENT AGREEMENT**
	1. **Assignment of Domain Name**

For good and valuable consideration, payable at Closing as more particularly described herein, the SELLER at this moment agrees to transfer and assign to the PURCHASER at the Closing all of the SELLER'S right, title, and interest in and to the Domain Name "www.[SPECIFY].com" and the registration thereof, together with the goodwill of the business connected with and symbolised by such Domain Name, including the trademark, the service mark "[SPECIFY].com" and any intellectual property rights relating thereto, to the extent any such trademark, service mark, or intellectual property rights exist. The transfer and the assignment shall take effect at the Closing as set forth herein upon the PURCHASER'S making the payments provided for in Section 4.

* 1. **Transferring Domain Name**

The SELLER agrees to follow the PURCHASER'S reasonable instructions to effectuate the transfer of the Domain Name registration promptly. Specifically, at the Closing, the SELLER agrees to prepare and send the necessary [SPECIFY] Registrant Name Change Agreement (RNCA) and or to correspond with [SPECIFY] to authorise the transfer of the Domain Name, effective as of the Closing Date as from now on defined.

* 1. **Warranty**

The SELLER warrants and represents that it has unencumbered rights in the Domain Name, that the SELLER registered the Domain Name with [SPECIFY] without committing fraud or misrepresentation, that the SELLER has the authority to transfer the Domain Name, and that to the best of SELLER'S knowledge, the Domain Name does not infringe the rights of any third party.

* 1. **Foreign Language Versions**

The parties hereto agree that if either party acquires rights to other URL's which are foreign language versions of [SPECIFY].com, that the acquiring party shall be required to link such URLs directly to [SPECIFY].com for as long as this Agreement is in effect.

1. **OBLIGATIONS OF THE SELLER**

The SELLER agrees to provide the PURCHASER the following during the term of this Agreement:

* 1. The SELLER shall provide the PURCHASER with a text URL link at a Premium Location, the viewable page area without scrolling, on the SELLER'S homepage, www. [SPECIFY].com, for and to the website www.[SPECIFY].com. Directly underneath such link, the SELLER shall provide a website description of [SPECIFY].com the content of which shall be provided by the SELLER.
	2. The SELLER shall provide the PURCHASER with promotional space [SPECIFY PIXELS IN SIZE], which will include a banner advertisement for www. [SPECIFY].com within the [SPECIFY] Directory of the [SPECIFY].com website located within the [SPECIFY] Network, (the "Network") and hypertext markup language (HTML), which will allow visitors to hyperlink to the PURCHASER'S homepage www.[SPECIFY].com.
	3. The SELLER shall conduct customer surveys each year for [NUMBER] years, via its Network member sign in interface. Each survey shall consist of no more than [NUMBER] questions. The content of each survey shall be subject to the Seller’s reasonable approval.
	4. The SELLER shall promote via an email campaign the PURCHASER'S upsell offers to the SELLER'S member database twice per year for a term of [NUMBER] years. The content of which shall be subject to the SELLER'S reasonable approval.
	5. As may be mutually agreed between the parties, the SELLER may (i) offer, and the PURCHASER may accept any vacant or remnant banner advertisement space or special links throughout the Network free of charge to the PURCHASER, (ii) provide embedded links to www. [SPECIFY].com in contexts wherever the subject matter references [SPECIFY] companies and [SPECIFY] on the Network. This linking strategy shall be performed on a goodwill basis and will be discussed as an ongoing strategic component between both parties.
1. **OBLIGATIONS OF THE PURCHASER**

The PURCHASER shall provide the SELLER with the following during the term of this Agreement:

* 1. The PURCHASER shall provide the SELLER with non-hyperlink promotional space [SPECIFY PIXELS IN SIZE], located in a Premium Location as described in Paragraph 2 above on the [SPECIFY].com homepage designating [SPECIFY].com as a member of the [SPECIFY].Com Network.
	2. The PURCHASER shall host and provide support for the SELLER'S Network members Common Gateway Interfaces "CGI's" and "cookies."
	3. The PURCHASER shall provide the SELLER with promotional space [SPECIFY PIXELS IN SIZE] which shall include a banner advertisement and the hypertext markup language (HTML) provided by the SELLER which shall include the HTML code [SPECIFY] and which will allow visitors to hyperlink to the SELLER'S homepage, www.[SPECIFY].com, in a Premium Location as described in Paragraph 2 above, on the final page displayed to visitors who have completed the [SPECIFY] application process on www.[SPECIFY].com.
	4. The PURCHASER agrees to replace, and the PURCHASER agrees to cause its affiliates (as defined in Rule [NUMBER] promulgated under the [COUNTRY] Securities [ACT/LAW/RULE] of [YEAR], as amended) ("Partners"), to replace the PURCHASER'S www.[SPECIFY].com website with www.[SPECIFY].com at all websites currently using the [SPECIFY] brand, or to point those URLs directly at.[SPECIFY].com. This provision shall include all multi-lender sites owned, operated and/or branded by PURCHASER or any of its Affiliate entities.
	5. The PURCHASER shall be responsible for the cost and execution of all marketing and sales activities to promote [COMPANY NAME].com brand. The PURCHASER shall have complete responsibility for, and control over, the development of the [SPECIFY].com site. The PURCHASER shall work with a person designated by the SELLER (initially, [INDIVIDUAL NAME) on the implementation of cookies and computer-generated imagery (CGI's).
	6. The PURCHASER on behalf of itself and its Partners agrees that it shall make www.[SPECIFY].com its exclusive online owned, operated and/or branded website covering all areas of [SPECIFY], thereby replacing www.[SPECIFY].com which is currently PURCHASER'S website for that purpose, and [SPECIFY].com which was to be PURCHASER'S subprime internet [SPECIFY] web site.
	7. The PURCHASER shall have the sole right to use an alternative domain name other than SPECIFY.com or add other PURCHASER owned and branded websites to [SPECIFY].com, subject to the provisions of this Agreement, including without limitation, the provisions of paragraphs 4.herein.
	8. It is acknowledged and agreed by the parties hereto that (i) The SELLER shall not be entitled to any payments under this Agreement as a result of fees earned by the PURCHASER from [SPECIFY] services performed by PURCHASER so long as such [SPECIFY] are originated by the third party that are not the PURCHASER, Partners of the PURCHASER or their respective Partners; and (ii) the SELLER is not entitled to any fees generated from third-party websites created by the PURCHASER if those third-party websites are owned by persons or entities that are not the PURCHASER, Partners of PURCHASER, or their respective Partners, including without limitation, (a) websites that are owned by third-party clients (that are not Partners of the PURCHASER) which are operated on an outsource or vanity label basis by the PURCHASER, (b) any back-office outsourcing contracts, such as for [SPECIFY] for whom the PURCHASER is the outsource provider and where the site is owned by the third- party client (that is not a Partner of the PURCHASER or the PURCHASER'S Partners) and operated in the name of the third-party client, and (c) the PURCHASER'S web site www.[SPECIFY].com and any third-party business acquired in the future by the PURCHASER that does not have representation on or links from [SPECIFY].com.
	9. The PURCHASER covenants and agrees that during the term of this Agreement the PURCHASER shall cause the re-registration of the Domain Name with [SPECIFY]: (or any successor organisation) for the mutual benefit of the parties hereto and the PURCHASER shall file all necessary renewals for the Domain Name. If the PURCHASER fails to file any required application, registration, renewal or amendment necessary to preserve the registration of the Domain Name with [SPECIFY] (or any successor organisation), or if at anytime the PURCHASER shall fail to perform its obligations set forth in the immediately preceding sentence then the PURCHASER shall promptly pay within [NUMBER] business days of such breach to the SELLER the Default Amount as defined below in immediately available funds. For purposes of this Agreement, the term "Default Amount" means the amount equal to the difference between (x) [AMOUNT] and (y) the aggregate amount of payments made to the SELLER under Paragraphs above plus the Present Value of the Receivables converted.
1. **PURCHASE PRICE**

The PURCHASER agrees to pay the SELLER as follows:

* 1. At Closing, the PURCHASER shall issue [NUMBER] shares (collectively, the "Shares") of its Ordinary Shares, [AMOUNT] par value per share (the "Ordinary Share"), to the SELLER, representing approximately [PERCENTAGE %] of the issued and outstanding equity share of the PURCHASER as consideration hereunder. Subject to the rights of first refusal granted to signatories of the Series [SPECIFY] Preferred Share Purchase Agreement dated [DATE], as amended, among the PURCHASER and such signatories, the SELLER shall have pre-emptive rights (as governed by the principles set forth in Section [NUMBER] [YOUR COUNTRY] prior to an initial public offering.

In connection with the issuance of Ordinary Shares, the SELLER represents, and warrants that

* + 1. it is an "accredited investor" (within the meaning of [YOUR COUNTRY] Securities [ACT/LAW/RULE] of [YEAR], as amended (the "Act");
		2. it is aware that such Ordinary Shares will be "restricted securities" subject to transfer restriction, and will not be registered under the Securities Act of [YEAR], as amended;
		3. such Ordinary Shares are being acquired solely for the SELLER'S account for investment and is not being purchased for resale, fractionalisation or distribution; and
		4. it has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge such Ordinary Shares,

or any part thereof and it has no present plan to enter into any such contract, undertaking, agreement or arrangement. The SELLER agrees not to dispose of Ordinary Shares or any interest therein, unless and until such Ordinary Shares have been validly registered under the Act, and all applicable [YOUR COUNTRY ] law or transfers are permitted under the [YOUR COUNTRY] Securities [ACT/LAW/RULE] of [YEAR], as amended, or the PURCHASER has been furnished an opinion of counsel reasonably satisfactory to the PURCHASER that the intended disposition does not violate the Act or the rules and regulations of the [YOUR COUNTRY] Securities and Exchange Commission thereunder, nor any applicable state securities laws. The PURCHASER shall provide the SELLER with registration rights to the extent outlined in the Registration Rights Agreement attached hereto as Schedule [SPECIFY].

* 1. At Closing, [AMOUNT] via electronic funds transfer (EFT) is immediately available funds to an account designated by the SELLER.
	2. Commencing on the Closing Date, the PURCHASER shall pay the SELLER [AMOUNT] per [SPECIFY] funded through www. [SPECIFY].com, or any other PURCHASER owned, operated or branded consumer-direct websites originating [SPECIFY] of any kind (excluding websites excluded from this Agreement), and excluding any [SPECIFY] pursuant to which the SELLER is entitled to receive a fee pursuant to paragraph below, up to a cap of [AMOUNT] (the "Funded Cap"). Payment under this Paragraph shall be paid to the SELLER on a monthly basis in arrears and are due on the [NUMBER] day of each calendar month.
	3. Once the Funded Cap has been reached, the PURCHASER shall pay the SELLER [AMOUNT] per each [SPECIFY] funded through the www. [SPECIFY].com website or any other PURCHASER owned, operated or branded consumer-direct websites dealing with [SPECIFY] of any kind (excluding websites excluded from this Agreement) in excess of [NUMBER] [SPECIFY] per year (or *pro rata* portion thereof) and excluding any [SPECIFY]s pursuant to which the SELLER is entitled to receive a fee pursuant to paragraph below, up to a cumulative cap of [AMOUNT] (the "Additional Cap"). Payment under this Paragraph shall be paid to the SELLER on a monthly basis in arrears and are due on the [NUMBER] day of each calendar month after the [NUMBER] [SPECIFY] level is reached as set forth above.
	4. Upon the first fully underwritten, firm commitment public offering pursuant to an effective registration statement (other than any registration statement on any form not permitting registration of securities offered by selling security holders) under the Act, covering the offer and sale by the PURCHASER of Ordinary Shares (an "IPO"), the SELLER shall have the right to convert receivables that may be earned pursuant to Paragraphs 4 (the "Receivables"), into Ordinary Shares of the PURCHASER. The Receivables shall be appraised by an independent appraiser (the "Independent Appraiser") who assesses the present value or the stream of Receivables expected to be received by the SELLER under the terms of this Agreement after the conversion, taking into account such factors as the Independent Appraiser deems necessary (the "Present Value of the Receivables"). The SELLER shall have the right to convert any percentage of the Present Value of the receivables from [NUMBER] to [PERCENTAGE %] per cent to [PERCENTAGE %], at the SELLER'S option.

The PURCHASER shall give the SELLER notice of the initial public offering (IPO) by registered mail, mailed not less than [NUMBER] days before the date the registration statement is expected to be filed with the [YOUR COUNTRY] Securities and Exchange Commission, at the address outlined in Section [SPECIFY]. To convert the Receivables into Ordinary Shares, the SELLER shall provide to the Company a written notice that the SELLER elects to convert that percentage of the Receivables as is identified in such notice. Such notice will also state the name(s) and address (es) in which the SELLER wishes the certificate(s) of Ordinary Shares issuable upon conversion and will designate an Independent Appraiser to perform the appraisal contemplated in this Section 4. The Independent Appraiser selected by the SELLER shall be instructed to complete the required appraisal of the receivables within [NUMBER] days of his appointment. The PURCHASER and the SELLER shall, promptly and without delay, supply all information necessary to allow the Independent Appraiser to perform the appraisal. The Present Value of the receivables, as determined by the Independent Appraiser, shall be final and binding upon the PURCHASER and the SELLER, absent manifest error.
The conversion will be deemed to have been affected as of the opening of business on the day on which the closing concerning the IPO is held, and such date is referred to herein as the "IPO Conversion Date." On the IPO Conversion Date, the SELLER shall be entitled to receive that number of Ordinary Shares as is equal to (a) the Present Value of the Receivables multiplied by the percentage of the Receivables being converted, divided by (b) the price per share at which the Ordinary Shares are being offered to the public in the IPO. The PURCHASER shall issue and deliver to the SELLER a certificate or certificates for the number of full Ordinary Shares to which the SELLER is entitled under this subsection. The person in whose name the certificate or certificates for Ordinary Shares issued to shall be deemed to have become a holder of record of the Ordinary Shares on the IPO Conversion Date. No fractional shares will be issued upon conversion of the receivables into Ordinary Shares, and the number of Ordinary Shares shall be rounded to the nearest whole share.

Notwithstanding anything in this Agreement to the contrary, if the SELLER converts any portion of its receivables on the IPO Conversion Date, it shall not have the right to convert any receivables at any time after the IPO Conversion Date.

In the event, the SELLER converts [PERCENTAGE %] of the Receivables into Ordinary Shares, then the Security Interest (as defined below) granted in the Domain Name under the Security Agreement (as defined below) shall terminate.

In the event the SELLER converts less than [PERCENTAGE %] of the Receivables into Ordinary Shares, then the PURCHASER shall have a [NUMBER]-time option to pay to the SELLER, in cash, the difference between the Present Value of the Receivables converted (*i.e.*, the Present Value of the Receivables multiplied by the percentage of Receivables converted) and the Present Value of the Receivables. If the PURCHASER elects to make such a payment, then upon payment the PURCHASER'S payment obligations under Paragraphs 4 shall be satisfied in full.

In the event the PURCHASER does not so elect, and if the Funded Cap has not been reached on or prior to the IPO Conversion Date, then the Present Value of the Receivables converted (*i.e.*, the Present Value of the Receivables multiplied by the percentage of Receivables converted) shall be applied first to reduce the Funded Cap (after reducing the Funded Cap by amounts previously paid by the PURCHASER prior to the IPO Conversion Date), and then shall be applied to reduce the Additional Cap. In the event the PURCHASER does not so elect and the Funded Cap has been reached on or, prior to the IPO Conversion Date, then the Present Value of the Receivables converted (*i.e.*, the Present Value of the Receivables multiplied by the percentage of Receivables converted), shall be applied to reduce the Additional Cap.

* 1. Any Ordinary Shares received by the SELLER under this Agreement, whether at the Closing or after the Closing shall be included in the Registration Rights Agreement attached hereto as Schedule [SPECIFY] (the "Registration Rights Agreement").
	2. The PURCHASER hereby grants the first priority to the SELLER, and assuming proper filing by the SELLER of a [SPECIFY] financing statement with the Secretary of State of [SPECIFY], a fully perfected, security interest in the Domain Name to secure payment of all amounts due to the SELLER pursuant to Sections 4 above (the "Security Interest") in accordance with the Security Agreement attached hereto as Schedule [SPECIFY] (the "Security Agreement"). The PURCHASER shall reasonably cooperate with the SELLER in preparing and executing necessary documentation, including financial statements, to evidence and perfect the SELLER's Security interest on full payment of all amounts due to the SELLER under Sections 4 above under the terms of this Agreement the Security Interest shall expire and the SELLER'S Security Interest shall terminate. Following termination of the Security Interest, the SELLER shall have no further interest in or right to the Domain Name.

If the PURCHASER breaches any of its obligations contained in this Agreement, the [YOUR COUNTRY] Registration Rights Agreement or the [YOUR COUNTRY] Security Agreement, then the SELLER shall (i) deliver a written notice to the PURCHASER setting forth *in re*asonable detail the nature of the PURCHASER'S breach. Upon receipt of such notice, the PURCHASER shall have [NUMBER] days to cure its breach. If the PURCHASER fails to cure its breach within such [NUMBER] days period, then, without any further action by any party hereto the PURCHASER shall return to the SELLER the Domain Name (and in connection in addition to that,

The PURCHASER shall execute and deliver to the SELLER any and all documentation reasonably requested by the SELLER to effectuate such return of the Domain Name to the SELLER including, without limitation, a Registrant Name Change Agreement (RNCA)) free and clear of any and all security interests, liens or other encumbrances or restrictions of any nature (other than the Security Interest provided for in this Section, (collectively, an "Encumbrance,") within [NUMBER] business days; and (ii) The SELLER shall have the right, but not the obligation, to terminate the executory portions of this Agreement by delivering an additional written notice to the PURCHASER at any time up until the [NUMBER] day after PURCHASER shall have returned the Domain Name. Notwithstanding any provision contained herein to the contrary.

If the PURCHASER fails to return the Domain Name free and clear of any Encumbrances, within the period specified in (i) above, and the SELLER has to take legal action to enforce the provisions of this Section, then the PURCHASER'S payment obligations shall be satisfied hereunder by returning the Domain Name to the SELLER, paying the SELLER [AMOUNT] as liquidated damages, and paying the reasonable legal fees and expenses of the SELLER in connection with such legal action. If the PURCHASER complies with this Section, the SELLER shall have no right to claim any deficiency concerning amounts owed under this Section.

Upon satisfaction of PURCHASER'S payment obligations under this Section, the Security Interest granted under the Security Agreement shall terminate.

* 1. Any amounts required to be paid by the PURCHASER to the SELLER under this Agreement shall bear interest from its due date at the rate of [PERCENTAGE %] per annum for each day that such payment is not made.
1. **MARKETING AGREEMENT**

The marketing, promoting and advertising of www.[SPECIFY].com by the SELLER via its Network is valued at [AMOUNT] per year. The PURCHASER shall pay the SELLER on a monthly basis under the fee schedule set forth below for all [SPECIFY] resulting from the marketing, promoting and advertising of www.[SPECIFY].com by the SELLER via its Network, or any other SELLER controlled site, to www.[SPECIFY].com or any other PURCHASER owned site. Such fees shall not exceed [AMOUNT] during any [NUMBER] month period commencing on the date of closing of this Agreement, and the amounts payable under this Section 5 shall expire [NUMBER] years from the date hereof.

* 1. [AMOUNT] per funded first lien [SPECIFY] which does not conform to both [INDIVIDUAL NAMES] and [COMPANY NAME] credit underwriting guidelines which include sub-prime;
	2. [AMOUNT] per funded first lien [SPECIFY] which meets both [INDIVIDUAL NAMES] underwriting guidelines; and,
	3. [AMOUNT] per funded second lien [SPECIFY] or [SPECIFY].
1. **ACCOUNTING**

The PURCHASER shall keep reasonable, detailed and accurate records in connection with its respective performance under this Agreement (including without limitation, records about submitted applications, Server Logs, and revenue calculation), and shall permit the SELLER and the SELLER'S representatives access to such records upon reasonable notice.

When the PURCHASER remit its monthly payments to the SELLER, under Sections 4 or Section 5 the PURCHASER shall provide a schedule detailing the following information for the subject month;

* 1. the unique file identifier code or reference number for each application;
	2. the date of each application;
	3. the total number of submitted applications;
	4. the method of the application submission (*i.e.*, online, mail fax, telephone, etc.);
	5. the total number of [SPECIFY] and dates of closing; and,
	6. each [SPECIFY] will be coded only in one of two ways, either as sourced from [SPECIFY].com, or other. The SELLER or its independent outside accountants, attorneys, or other representatives shall have the right, at its expense, upon not less than [NUMBER] business days' written notice and during the PURCHASER'S normal business hours, disrupting as little as possible the PURCHASER'S business operations, to inspect and audit the books and records of the PURCHASER relating to this Agreement, for the purpose of verifying any reports, information or payments due to the SELLER under this Agreement. If such audit shows that any of the PURCHASER'S reports understated the actual amounts due to the SELLER by more than [PERCENTAGE %] per cent, then the PURCHASER shall immediately pay the SELLER the amount determined to be due and all (iv) Security Interest - The Security Interest constitutes the priority, and assuming proper filing by the SELLER of a [SPECIFY] financing statement with the Secretary of State of [Country]. A perfected, Security Interest in favour of the SELLER as further provided in the Security Agreement.
1. **CLOSING**
	1. **Conditions to the PURCHASER'S Obligation to Close**

The PURCHASER'S obligations to consummate the transactions contemplated by this Agreement at the Closing are subject to completion of the following:

* 1. **Transfer of Domain Name**

The SELLER shall have delivered to the PURCHASER all documents necessary to cause the Domain Name and the registration thereof, together with the goodwill of the business connected with and symbolised by such Domain Name, including the any intellectual property rights relating thereto (to the extent any such trademark, service mark, or intellectual property rights exist) to be transferred from the SELLER to the PURCHASER. Such documents shall contain no omissions and shall be fully executed by authorised officers of the SELLER, such that the only remaining step to be taken by the PURCHASER to accomplish the transfer of the Domain Name and the registration therefore from the SELLER to the PURCHASER is the PURCHASER'S filing of such documents with the appropriate third parties.

* 1. **Representations, Warranties and Covenants**

The obligations required to be performed by the SELLER hereunder at or prior to the date of Closing shall have been performed and complied with in all material respects, and the representations and warranties of the SELLER set forth in this Agreement shall be true and correct in all respects as of the date of Closing as though made on and as of the date of Closing.

Consent to Registration Rights Agreement, the PURCHASER, shall have received from existing registration rights holders all necessary consents to the Registration Rights Agreement.

* 1. **Conditions to the SELLER'S Obligation to Close**

The SELLER'S obligations to consummate the transactions contemplated by this Agreement at the Closing are subject to completion of the following:

* + 1. Execution and Delivery of Security Agreement and Registration Rights Agreement the PURCHASER shall have executed and delivered to the SELLER the Security Agreement and the [SPECIFY] financing statements referenced therein and shall have granted the priority to the SELLER, and assuming proper filing by the SELLER of a [SPECIFY] financing statements with the Secretary of [Country], a fully perfected, Security Interest in the Domain Name; and the SELLER shall have executed and delivered to the SELLER the Registration Rights Agreement.
	1. **Payment of Purchase Price and Delivery of Shares**

The SELLER shall have received the [AMOUNT] payment from PURCHASER referenced in Section 4 and SELLER shall have received the [NUMBER] Ordinary Shares of PURCHASER referenced in Section 4.

* 1. **Representations, Warranties and Covenants**

The obligations to be performed by the PURCHASER hereunder at or prior to the date of Closing would have been performed and complied with in all material respects, and the representations and warranties of the Purchaser set forth in this Agreement shall be true and correct in all respects as of the date of Closing as though made on and as of the date of Closing.

* 1. **Consent to Registration Rights Agreement**

The PURCHASER shall have received from existing registration rights holders all necessary consents to the Registration Rights Agreement.

* 1. **Place and Date of Closing**

After satisfactory completion of the enumerated conditions above, the Closing shall take place at the [LOCATION] offices of the SELLER no earlier than [EFFECTIVE DATE] nor later than [HOUR] [TIME ZONE] on [EFFECTIVE DATE]. In the event the Closing does not take place by [HOUR]. [TIME ZONE] on [EFFECTIVE DATE], then this Agreement shall terminate, and the rights and obligations of the parties to this Agreement shall be of no further force and effect provided that no party hereunder shall be relieved of any breach of this Agreement occurring before such termination date. At Closing, each party shall deliver to the other such payments, documents, certificates, consents, approvals and waivers that shall be reasonably necessary to consummate the obligations of the parties hereunder.

1. **EXPENSES**

Except as specified in the last paragraph of Article [NUMBER] and Section [NUMBER], each party to this Agreement shall bear all of his, hers or its expenses incurred in the performance hereof, regardless of whether the transactions contemplated herein are consummated.

1. **COOPERATION**

The parties agree that after Closing they shall provide reasonable, good faith negotiated concerning matters that are subject to this Agreement.

1. **CONFIDENTIALITY AND PUBLIC RELATIONS**
	1. Each party will not without the consent of the other, disclose the provisions contained herein to any third party (other than as may be required by [YOUR COUNTRY LAW], in connection with legal or administrative proceedings, or to attorneys, accountants, and consultants they may have retained to represent them in connection therewith), and this provision shall survive the Closing. There will be no public announcement of this Agreement except as provided below.
	2. In the initial press release announcing the acquisition of the [SPECIFY].com URL, the PURCHASER shall identify the SELLER as [SPECIFY] .com and the www. [SPECIFY].com website as a [SPECIFY] network partner site. Subsequent public relations and advertising related to [SPECIFY].com shall be strictly under the control and approval of the PURCHASER, as to timing and content, including any announcements related to this transaction, which is otherwise to be strictly confidential.
2. **MISCELLANEOUS**
	1. **Choice of Law**

This Agreement shall be construed in accordance with the laws of [Country].

* 1. **Venue**

The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the court (if permitted by [YOUR COUNTRY LAW] and a party elects to file an action in court) courts located in [PROVINCE/STATE/COUNTRY]. This choice of venue is intended by the parties to be mandatory and to preclude the possibility of litigation between the parties concerning, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue concerning any proceeding brought by this Section.

* 1. **Indemnity**

Each party hereto will indemnify, defend and hold harmless the other party hereto from and against losses incurred through claims of third persons or arising from a breach by any party hereto of such party's representations, warranties or covenants, contained in this Agreement.

* 1. **Agreement Drafted by all Parties**

This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

* 1. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the execution date at such time as all the signatories hereto have signed a counterpart of this Agreement.

* 1. **Notices**

Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by [COUNTRY] first class registered or certified mail, postage prepaid return receipt requested; (3) by bonded courier or by a nationally recognised overnight delivery company; or (4) by [COUNTRY] first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this section):

TO: PURCHASER

[INDIVIDUAL NAME]

[COMPANY NAME]

[FULL ADDRESS], [STATE/PROVINCE]

And

TO: SELLER

[INDIVIDUAL NAME]

[COMPANY NAME]

[FULL ADDRESS], [STATE/PROVINCE]

Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, [NUMBER] hours following deposit with a bonded courier or overnight delivery company; or [NUMBER] hours following deposit in the [COUNTRY] Mail as required herein.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties concerning the subject matter of this Agreement, and it supersedes all other prior agreements between the parties regarding the subject matter of this Agreement

1. **SUCCESSORS AND ASSIGNS**

This Agreement is binding on and shall be of mutual benefit to the respective successors and/or assigns of the parties.

1. **ATTORNEY'S FEES**

In the event either party files suit to enforce any of the terms hereof, the prevailing party shall be entitled to an award of all reasonable attorney's fees and court costs.

1. **SIGNATURES**

IN WITNESS OF WHICH, the parties hereto have executed and delivered this Agreement on the dates written below:

PURCHASER SELLER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title