**DOMAIN NAME ASSIGNMENT AGREEMENT**

This Domain Name Assignment Agreement (the “Agreement”) takes effect on [DATE],

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

 [COMPLETE ADDRESS]

RECITALS

Seller hereby agrees to sell, transfer and assign, and 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 Seller hereby agrees to transfer and assign to 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 and 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 PURCHASER'S making the payments provided for in Section 4.

* 1. **Cooperation in Transferring Domain Name**

SELLER agrees to cooperate with PURCHASER and to follow PURCHASER'S reasonable instructions in order to effectuate the transfer of the Domain Name registration in a timely manner. Specifically, at the Closing SELLER agrees to prepare and transmit 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 hereinafter defined.

* 1. **Warranty**

SELLER warrants and represents that it has unencumbered rights in the Domain Name, that SELLER property registered the Domain Name with [SPECIFY] without committing fraud or misrepresentation, that 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. **Other 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 SELLER**

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

* 1. SELLER shall provide PURCHASER with a text URL link at a Premium Location (as defined below), on SELLER'S homepage, www. [SPECIFY].com, for and to the web site www.[SPECIFY].com. (Premium location is defined herein as "above the screen cutoff line - *i.e.*,

the viewable page area without scrolling on a typical computer screen")

Directly underneath such link, SELLER shall provide a website description of [SPECIFY].com the content of which shall be provided by SELLER.

* 1. SELLER shall provide PURCHASER with promotional space [SPECIFY PIXELS IN SISE], 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 PURCHASER'S homepage www.[SPECIFY].com.
	2. SELLER shall conduct via its Network member sign in the interface, for a period of [NUMBER] years, [NUMBER] customer surveys for each such year. Each survey shall consist of no more, than [NUMBER] questions. The content of each survey shall be subject to the Seller’s reasonable approval.
	3. SELLER shall promote via an email campaign; PURCHASER'S upsell offers to SELLER'S member database twice per year for a term of [NUMBER] years. The content of each such email campaign and the PURCHASER'S upsell offers shall be subject to the SELLER'S reasonable approval.
	4. As may be mutually agreed between the parties, SELLER may (i) offer, and PURCHASER may accept any vacant or remnant banner advertisement space or special links throughout the Network free of charge to 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 shall be discussed as an ongoing strategic component between both parties.
1. **OBLIGATIONS OF PURCHASER**

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

* 1. PURCHASER shall provide SELLER with non-hyperlink promotional space [SPECIFY PIXELS IN SISE], located in a Premium Location as described and defined in Paragraph 2 above on the [SPECIFY].com homepage designating [SPECIFY].com as a member of the [SPECIFY].Com Network.
	2. PURCHASER shall host and provide support for the SELLER'S Network members Common Gateway Interfaces "CGI's" and "cookies".
	3. PURCHASER shall provide SELLER with promotional space [SPECIFY PIXELS IN SISE] which shall include a banner advertisement and the hypertext markup language (HTML) provided by SELLER which shall include the HTML code [SPECIFY] and which will allow visitors to hyperlink to SELLER'S homepage, www.[SPECIFY].com, in a Premium Location as described and defined in Paragraph 2 above, on the final page displayed to visitors who have completed the [SPECIFY] application process on www.[SPECIFY].com.
	4. PURCHASER agrees to replace, and PURCHASER agrees to cause its affiliates (as defined in Rule [NUMBER] promulgated under the [YOUR COUNTRY] Securities [ACT/LAW/RULE] of [YEAR], as amended) ("Affiliates"), to replace PURCHASER'S www.[SPECIFY].com website with www.[SPECIFY].com at all websites currently using the [SPECIFY] brand, or to point those URLs directly (no redirects) 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. PURCHASER shall be responsible for the cost and execution of all marketing and sales activities to promote. The [COMPANY NAME].com brand. PURCHASER shall have complete responsibility for, and control over, the development of the [SPECIFY].com site. PURCHASER shall work with a person designated by the SELLER (initially, [INDIVIDUAL NAME) on the implementation of cookies and CGI's.
	6. PURCHASER on behalf of itself and its Affiliates 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. 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) SELLER shall not be entitled to any payments under this Agreement as a result of fees earned by PURCHASER from [SPECIFY] services performed by PURCHASER so long as such [SPECIFY] are originated by the third party that is not the PURCHASER, Affiliates of PURCHASER or their respective Affiliates; and (ii) SELLER is not entitled to any fees generated from third-party websites created by PURCHASER if those third-party websites are owned by persons or entities that are not PURCHASER, Affiliates of PURCHASER,

or their respective Affiliates, including without limitation, (a) websites that are owned by third-party clients (that are not Affiliates of PURCHASER or PURCHASER'S Affiliates) which are operated on an outsource or vanity label basis by PURCHASER, (b) any back-office outsourcing contracts, such as for [SPECIFY] for whom PURCHASER is the outsource provider and where the site is owned by the third party client (that is not an Affiliate of PURCHASER or PURCHASER'S Affiliates) and operated in the name of the third party client, and (c) PURCHASER'S web site www.[SPECIFY].com and any third party business acquired in the future by PURCHASER that does not have representation on or links from [SPECIFY].com.

* 1. PURCHASER covenants and agrees that during the term of this Agreement 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 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 PURCHASER shall fail to perform its obligations set forth in the immediately preceding sentence then PURCHASER shall promptly pay within [NUMBER] business days of such breach to 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 SELLER pursuant to Paragraphs above plus the Present Value of the Receivables converted.
1. **PURCHASE PRICE**

PURCHASER agrees to pay SELLER as follows:

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

In connection with the issuance of the Shares of Common Stock, 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 Common Stock will be "restricted securities" subject to transfer restriction, and will not be registered under the Securities Act of [YEAR], as amended;
3. such Common Stock is being acquired solely for SELLER'S own account for investment and is not being purchased for resale, fractionalization or distribution; and
4. it has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge such Common Stock,

or any part thereof and it has no present plan to enter into any such contract, undertaking, agreement or arrangement. SELLER agrees not to dispose of the Shares of Common Stock or any interest therein, unless and until such Common Stock has been validly registered under the Act, and all applicable state securities [YOUR COUNTRY LAW] or transfers are permitted under the [YOUR COUNTRY] Securities [ACT/LAW/RULE] of [YEAR], as amended, or PURCHASER has been furnished an opinion of counsel reasonably satisfactory to 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. PURCHASER shall provide SELLER with registration rights to the extent set forth in the Registration Rights Agreement attached hereto as Annexure [SPECIFY].

* 1. At Closing, [AMOUNT] via wire transfer in immediately available funds to an account designated by SELLER.
	2. Commencing on the Closing Date, PURCHASER shall pay SELLER [AMOUNT] per [SPECIFY] funded through www. [SPECIFY].com, or any other PURCHASER owned, operated or branded direct consumer 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 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, PURCHASER shall pay 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 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 PURCHASER of Common Stock (an "IPO"), SELLER shall have the right to convert receivables that may be earned pursuant to Paragraphs 4 (the "Receivables"), into Common Stock of 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 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"). SELLER shall have the right to convert any percentage of the Present Value of the receivables from [NUMBER] to [PERCENTAGE %] percent to [PERCENTAGE %], at SELLER'S option.

PURCHASER shall give SELLER notice of the IPO by registered mail, mailed not less than [NUMBER] days prior to the date the registration statement is expected to be filed with the [YOUR COUNTRY] Securities and Exchange Commission, at the address set forth in Section [SPECIFY]. In order to convert the Receivables into Common Stock, SELLER shall provide to the Company written notice that 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 SELLER wishes the certificate(s) of Common Stock issuable upon conversion and will designate an Independent Appraiser to perform the appraisal contemplated in this Section 4. The Independent Appraiser selected by SELLER shall be instructed to complete the required appraisal of the receivables within [NUMBER] days of his appointment. PURCHASER and 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 PURCHASER and SELLER, absent manifest error.
The conversion will be deemed to have been effected as of the opening of business on the day on which the closing with respect to the IPO is held, and such date is referred to herein as the "IPO Conversion Date." On the IPO Conversion Date, SELLER shall be entitled to receive that number of shares of Common Stock 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 Common Stock is being offered to the public in the IPO. PURCHASER shall issue and deliver to SELLER a certificate or certificates for the number of full shares of Common Stock to which SELLER is entitled pursuant to this subsection. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a holder of record of the Common Stock on the IPO Conversion Date. No fractional shares shall be issued upon conversion of the receivables into Common Stock, and the number of shares of Common Stock shall be rounded to the nearest whole share.

Notwithstanding anything in this Agreement to the contrary, if 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, SELLER converts [PERCENTAGE %] of the Receivables into Common Stock, then the Security Interest (as defined below) granted in the Domain Name pursuant to the Security Agreement (as defined below) shall terminate.

In the event SELLER converts less than [PERCENTAGE %] of the Receivables into Common Stock, then PURCHASER shall have a [NUMBER]-time option to pay to 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 being converted) and the Present Value of the Receivables. If the PURCHASER elects to make such a payment, then upon payment PURCHASER'S payment obligations under Paragraphs 4 shall be satisfied in full.

In the event 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 being converted) shall be applied first to reduce the Funded Cap (after reducing the Funded Cap by amounts previously paid by PURCHASER prior to the IPO Conversion Date), and then shall be applied to reduce the Additional Cap. In the event 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 being converted), shall be applied to reduce the Additional Cap.

* 1. Any Common Stock received by the SELLER pursuant to this Agreement, whether at the Closing or subsequent to the Closing shall be included in the Registration Rights Agreement attached hereto as Annexure [SPECIFY] (the "Registration Rights Agreement").
	2. PURCHASER hereby grants the first priority to SELLER, and assuming proper filing by 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 Annexure [SPECIFY] (the "Security Agreement"). PURCHASER shall reasonably cooperate with SELLER in preparing and executing necessary documentation, including financing statements, to evidence and perfect SELLER's Security Interest On full payment of all amounts due to the SELLER pursuant to 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 SELLER shall have no further interest in or right to the Domain Name.

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

PURCHASER shall execute and deliver to SELLER any and all documentation reasonably requested by SELLER to effectuate such return of the Domain Name to 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) SELLER shall have the right, but not the obligation, to terminate the executory portions of this Agreement by delivering an additional written notice to 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 PURCHASER fails to return the Domain Name free and clear of any and all Encumbrances, within the time period specified in (i) above, and SELLER has to take legal action to enforce the provisions of this Section, then PURCHASER'S payment obligations shall be satisfied hereunder by returning the Domain Name to SELLER, paying SELLER [AMOUNT] as liquidated damages, and paying the reasonable legal fees and expenses of SELLER in connection with such legal action. If PURCHASER complies with this Section, SELLER shall have no right to claim any deficiency with respect to amounts owed under this Section.

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

* 1. Any amounts required to be paid by PURCHASER to SELLER pursuant to 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 SELLER via its Network is valued at [AMOUNT] per year. PURCHASER shall pay SELLER on a monthly basis under the fee Annexure set forth below for all [SPECIFY] resulting from the marketing, promoting and advertising of www.[SPECIFY].com by 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 pursuant to 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 includes sub-prime; and,
	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**

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

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

* 1. 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. 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 PURCHASER'S normal business hours, disrupting as little as possible PURCHASER'S business operations, to inspect and audit the books and records of PURCHASER relating to this Agreement, for the purpose of verifying any reports, information or payments due to SELLER under this Agreement. If such audit shows that any of PURCHASER'S reports understated the actual amounts due to SELLER by more than [PERCENTAGE %] percent, then PURCHASER shall immediately pay SELLER the amount determined to be due and all (iv) Security Interest - The Security Interest constitutes the first priority, and assuming proper filing by SELLER of a [SPECIFY] financing statement with the Secretary of State of [COUNTRY]. a perfected, Security Interest in favour of SELLER as further provided in the Security Agreement.
1. **CLOSING**
	1. **Conditions to 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**

SELLER shall have delivered to 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 trademark and 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) to be transferred from SELLER to PURCHASER. Such documents shall contain no omissions and shall be fully executed by authorised officers of SELLER, such that the only remaining step to be taken by PURCHASER to accomplish the transfer of the Domain Name and the registration therefore from SELLER to PURCHASER is the PURCHASER'S filing of such documents with the appropriate third parties.

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

The obligations of SELLER required to be performed by 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 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 PURCHASER shall have received from existing registration rights holders all necessary consents to the Registration Rights Agreement.

* 1. **Conditions to 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 PURCHASER shall have executed and delivered to SELLER the Security Agreement and the [SPECIFY] financing statements referenced therein and shall have granted the first priority to SELLER, and assuming proper filing by SELLER of a [SPECIFY] financing statements with the Secretary of State of [COUNTRY], a fully perfected, Security Interest in the Domain Name; and the SELLER shall have executed and delivered to 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] Shares of Common Stock of PURCHASER referenced in Section 4.

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

The obligations of PURCHASER required to be performed by PURCHASER 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 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**

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 prior to 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 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 cooperation with respect to the 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 herewith), 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, PURCHASER shall identify the SELLER as [SPECIFY].Com and the www. [SPECIFY].com website as a [SPECIFY] network affiliate site. Subsequent public relations and advertising related to [SPECIFY].com shall be strictly under the control and approval of 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 the State 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 federal (if permitted by [YOUR COUNTRY LAW] and a party elects to file an action in federal court) courts located in the County of [SPECIFY]. This choice of venue is intended by the parties to be mandatory and not permissive in nature and to preclude the possibility of litigation between the parties with respect to, 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 with respect to any proceeding brought in accordance with 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. **Section Headings**

The section headings contained herein are for convenience *in re*ference and are not intended to define or limit the scope of any provision of this Agreement.

* 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], [COUNTRY]

And

TO: SELLER

[INDIVIDUAL NAME]

[COMPANY NAME]

[FULL ADDRESS], [COUNTRY]

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 with respect to the subject matter of this Agreement, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter of this Agreement

1. **SUCCESSORS AND ASSIGNS**

This Agreement is binding on and shall inure to the benefit of 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 WHEREOF, 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