

Marketplace Selling Agreement

Between the company, **COMPANY NAME (VAT number xxxxxxxx)**, with registered office at **ADDRESS**, in the person of its legal representative, **FORENAME SURNAME**, hereinafter referred to as the buyer, and the company, **COMPANY NAME (VAT number xxxxxxxx)**, with registered office at **ADDRESS**, in the person of its legal representative, **FORENAME SURNAME**, hereinafter referred to as the transferor

AND

The company, Namecase GmbH, Wilhelmstrasse 27, 53111 Bonn, Germany VAT number DE275644630

OBJECT AND PRIVATE DEED

The object of this private deed is the following domain name: **DOMAIN NAME** to be transferred for the sum of Euro XX,000 (xxx/00).

WHEREAS

- The transferor is the legitimate owner of the domain name in question;
- The transferor is no longer interested in maintaining title to and ownership of the domain name in question and has submitted the domain name to auction through the Namecase "Marketplace" service in order to transfer ownership to the successful bidder;
- The buyer has participated in the auction referred to in the previous point and has undertaken to acquire title to and ownership of the domain name in question, paying the corresponding fee;
- The transferor hereby transfers ownership and title to the above-mentioned domain name to the buyer;
- It is the parties' intention, by means of this private deed to conclude the transfer of title and ownership of the domain name in question.

NOW, THEREFORE

THE PARTIES HEREBY AGREE AND STIPULATE AS FOLLOWS

Art. 1 The above recitals and object are an integral and essential part of this private deed;

Art. 2 By entering into this contract, the transferor transfers title and ownership of the domain name in question to the buyer;

Art. 3 By signing this private deed, the buyer accepts ownership and title to the domain name in question, becoming the sole holder, and undertakes to pay to the transferor the sum stated in the object of this private deed;

Art. 4 The sum indicated in the subject of this private deed is understood to include any costs, charges or other items of expenditure that may arise from the signing and execution of this private deed;

Art. 5 Transfer of the domain name will take place through the brokering service provided by the company, NameCase GmbH (VAT number DE275644630) as follows: on signing the agreement, the buyer will credit the aforementioned sum, by bank transfer, to the following bank account "Account holder: Name Case GmbH; IBAN: DE09 3804 0007 0102 3738 00, BIC: COBADEFFXXX". When the sum has been received, the transferor will send the Auth-info code for transfer of the domain name in question to the buyer and to

NameCase GmbH. When the buyer is the owner of the domain name, NameCase GmbH will carry out a bank transfer of the sum specified in the object of this deed in favour of the transferor;

Art. 6 The transferor guarantees that the domain name in question is wholly in its possession; and also guarantees that there are no disputes of any kind (whether civil or criminal) with regard to the said name.

Art. 7 By signing this private agreement and by virtue of the correct and punctual performance of what is agreed therein, the parties declare that they are fully discharged of any right of claim against the other and accordingly mutually acknowledge that they have nothing to claim for whatever reason and/or cause deriving from and/or connected with the relationship between them in reference to the domain name in question and its transfer to the buyer, and in any case hereby declare that they waive such right, with the exception of what is stated in Article 6 of this agreement;

Art. 8 After signing this contract, the transferor undertakes not to claim any right to the above-mentioned domain name and undertakes, in any case, not to resort to proceedings for reassigning the above-mentioned domain name and/or raising any objection with the ccTLD Registry;

Art. 9 If, for any reason, this private deed is not duly performed within the terms and/or in the manner established, the amount paid must be returned to the buyer; furthermore, this deed must be considered automatically terminated and will not prevent any actions, objections or defence measures to which either party may resort.

Date and place, _____

Signature: _____
(FORENAME AND SURNAME)

Signature: _____
(FORENAME AND SURNAME)