



EXCLUSIVE LISTING AND EXCLUSIVE RIGHT TO SELL (BUYER AGREEMENT)

THIS BUYER SERVICE AGREEMENT (the "Agreement") is made and entered into between Exclusive Enterprises Group, Inc. DBA: Exclusive Auctions hereinafter referred to as ("EXA"), and the purchaser of the Listing as registered on the EXA Website Platform as a Bidder (the "Buyer"). EXA and Buyer agree as follows:

- 1. EXA shall provide Buyer with access to <https://ExclusiveAuctions.com/> (the "Website")** to search for, identify, and place bids, make offers or use the "Buy Now" feature on Listings that Buyer may be interested in purchasing (the "Services"). In the event that Buyer places the highest bid, offer or clicks the "Buy Now" feature on any Listing listed on the Website (the "Listing" or "Item"), Buyer gives EXA the exclusive right to provide any information necessary to the Seller so that they can complete a transaction for the purchase of the Listing from the owner of the Listing (the "Seller").
- 2. The "How It Works" Process, Services and FAQ Page(s) of the Website found at: <https://ExclusiveAuctions.com/>** are incorporated herein by reference and are hereby made a part of this Agreement.
- 3. In exchange for the Services,** Buyer agrees to pay EXA a Buyer's Fee, as compensation, as per the Process and FAQ pages in the "How It Works" section of the Website found at: <https://ExclusiveAuctions.com/> are incorporated herein by reference and are hereby made a part of this Agreement, and per the selections made by Seller during Listing creation. Said amounts will be retained by EXA as part of EXA's compensation. Buyer understands that, except as provided in Section 6 hereof, the Buyer's Fee (if any) will not be refunded to Buyer under any circumstance. All bids, offers and fees are in United States Dollars ("USD").
- 4. Buyer's Obligations.** In the event that Buyer places a bid, offer or clicks "Buy Now" on a Listing which is listed for sale on the Website pursuant to a form of auction in which a minimum price at which the Listing may be sold is established (the "Reserve Price"), Buyer hereby agrees that insofar as Buyer's bid or offer is equal to or higher than the Reserve Price and Buyer's bid or offer is the highest bid or offer received by EXA, Buyer will be deemed to have purchased the Listing. In the event that Buyer places a bid on a Listing which is listed for sale on the Website pursuant to a form of auction which does not contain a Reserve Price, Buyer hereby agrees that insofar as Buyer's bid is the highest bid received by EXA with respect to the Listing, Buyer will be deemed to have purchased the Listing. Buyer shall comply with the Process and FAQ pages in the "How It Works" section of the Website found at: <https://ExclusiveAuctions.com/> are incorporated herein by reference and are hereby made a part of this Agreement, and per the selections made by Seller during Listing creation with regard to payment and delivery of the Listing.
- 5. EXA's Obligations; Disclaimers.** THE WEBSITE IS A PUBLIC VENUE WHERE PERSONS CAN SELL AND BUY PROPERTY. UNLESS OTHERWISE EXPRESSLY STATED BY EXA, EXA IS INVOLVED ONLY AS A FACILITATOR IN THE TRANSACTION BETWEEN BUYERS AND SELLERS. AS A RESULT, EXA HAS LIMITED CONTROL OVER THE ITEMS LISTED FOR AUCTION, INCLUDING, WITHOUT LIMITATION, CONTROL WITH RESPECT TO QUALITY, SAFETY OR LEGALITY OF ITEMS FOR SALE, TRUTH OR ACCURACY OF LISTING FOR SALE ITEMS, OR THE ABILITY OF SELLER(S) TO ENGAGE IN ANY TRANSACTION OVER THE WEBSITE. BECAUSE USER AUTHENTICATION ON THE INTERNET IS DIFFICULT AND MANY TIMES IMPOSSIBLE, EXA CANNOT AND DOES NOT CONFIRM THAT EACH USER IS WHO HE OR SHE CLAIMS TO BE. BUYER AGREES THAT EXA IS NOT AN AGENT OF BUYER AND THAT EXA IS NOT ACTING IN A FIDUCIARY CAPACITY. BUYER AGREES THAT EXA IS NOT AN ADVOCATE FOR THE INTERESTS OF EITHER BUYER OR ANY OTHER PARTY RELATED TO THE SALE OF THE LISTING. BUYER ACKNOWLEDGES AND CONSENTS THAT EXA MAY REPRESENT AND/OR ASSIST OTHER BUYERS WHO MAY HAVE AN INTEREST IN PURCHASING THE LISTING OR ANY OTHER LISTING LISTED FOR SALE ON THE WEBSITE. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT EXA MAKES NO WARRANTY OR GUARANTY IN CONNECTION WITH WHETHER THE DETAILS PROVIDED BY SELLER ABOUT THE LISTING ARE TRUTHFUL OR ACCURATE, INCLUDING WITH RESPECT TO THE QUALITY OF TITLE TO THE LISTING, OR WHETHER THE QUALITY OF THE LISTING ULTIMATELY DIFFERS FROM THE QUALITY OF THE LISTING AS DISPLAYED ON THE WEBSITE. EXA SHALL NOT BE LIABLE FOR ANY LOSS SUFFERED BY BUYER RELATING TO THE LISTING OR SUBJECT MATTER HERETO INCLUDING, BUT NOT LIMITED TO, SELLER REFUSING TO ENTER INTO A SALES CONTRACT, FAILING TO MAKE THE LISTING AVAILABLE TO BUYER AFTER PURCHASE, OR OTHERWISE NOT COMPLETING A PURCHASE OF A LISTING. EXA SHALL NOT BE CHARGED WITH DELIVERY OF THE LISTING OR WITH THE CUSTODY OF THE LISTING, ITS MANAGEMENT, MAINTENANCE, SECURITY, INSURING, OR REPAIR AND SHALL HAVE NO ABILITY TO CONTROL WHETHER THE LISTING UNDERGOES ANY CHANGE OR DAMAGE FOLLOWING THE PURCHASE OF THE LISTING BY THE BUYER BUT BEFORE BUYER RECEIVES POSSESSION THEREOF.
- 6. Buyer Default.** If Buyer fails to comply with its obligations hereunder, including, but not limited to, failing to issue payment in full for the Listing pursuant to Section 3 hereof or failing to pick up or arrange for delivery of the Listing within the Delivery Period, Buyer shall be in default under this Agreement and shall be obligated to pay to EXA, as liquidated damages, an amount equal to the Buyer's Fee (if any, as per the Process and FAQ pages in the "How It Works" section of the Website found at: <https://ExclusiveAuctions.com/> are incorporated herein by reference and are hereby made a part of this Agreement, and per the selections made by Seller during Listing creation). Buyer also acknowledges that it may be additionally liable to Seller. Buyer and EXA agree and acknowledge that it would be difficult to ascertain the precise amount of damages incurred by EXA due to Buyer's default and that the liquidated damages provided for herein are a reasonable estimate of those damages. Buyer hereby agrees and acknowledges that EXA is authorized to charge any amount mentioned in this Section to the credit card that EXA has on file for Buyer.
- 7. Seller Default.** In the event that Seller fails to make the Listing available to Buyer, Buyer agrees and acknowledges that EXA will not be liable for such default by Seller. In such event, and provided that the Listing has not been delivered to Buyer within 45 days of payment in full, Buyer will receive a refund equal to the Buyer's Fee



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(if any, as per the Process and FAQ pages in the "How It Works" section of the found at: <https://ExclusiveAuctions.com/> are incorporated herein by reference and are hereby made a part of this Agreement, and per the selections made by Seller during Listing creation), less any administrative charge incurred by EXA in processing the refund. Buyer acknowledges that Buyer shall have no other claim against EXA with respect to the default by Seller.

8. **Representations and Warranties of Buyer.** Buyer represents and warrants that Buyer: (i) has all appropriate consents, approvals and authority to enter into this Agreement, (ii) has all appropriate right(s), license(s), permit(s), fund(s)/credit(s) for purchase, and authorization(s) to the extent required by law to carry out its responsibilities set forth herein, and (iii) shall not rely on EXA to provide services as an agent/closer, title company, attorney, appraiser, certified public accountant or any other expert for Buyer and Buyer has been expressly advised to seek independent advice from an attorney and any other expert of Buyer's choosing regarding this Agreement and all other matters relating to the purchase of the Listing, including, without limitation, the valuation and condition of the Listing. Buyer further represents and warrants that all of the information provided herewith, or which may be provided to EXA, shall be true, complete and correct.
9. **Buyer hereby agrees to indemnify EXA,** its successors, assigns, licensees, owners, officers, employees and agents, and hold them harmless from and against any and all claims, liability, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs), judgments and penalties (collectively "Liabilities") arising out of, resulting from, or based upon the breach by Buyer of any representation, warranty or covenant made under this Agreement, including, but not limited to, any and all Liabilities arising from Buyer's failure to provide true and accurate information to EXA or execute a sales contract with Seller or otherwise close the sale of the Listing in accordance with the sales contract and/or the terms and conditions hereof. Buyer will give prompt notice to EXA of any correspondence or actual or threatened lawsuit or other legal action which may cause Liabilities hereunder and of which Buyer becomes aware.
10. **All notices which either party shall be required or shall desire to give to the other party shall be given in writing in one of the following ways:** by personal delivery; by certified mail, return receipt requested, postage prepaid, in the mail; or by deposit with Federal Express, UPS, DHL or other comparable overnight courier. Addresses for purposes of delivery of notice hereunder are as set forth herein, or as otherwise designated in writing after the execution of this Agreement. **Exclusive Enterprises Group, Inc. 109 East 17th Street, Suite 450, Cheyenne, WY 82001.** Buyer: To the address which Buyer provides when registering as a member of EXA.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Wyoming without reference to the principles of conflicts of law. In the event that the agreement to arbitrate herein is found not to apply to this Agreement, Buyer hereby irrevocably submits to the jurisdiction of the courts of the State of Wyoming and the courts of the United States for Wyoming.
12. **Dispute Resolution.** Buyer agrees that any claim, demand, controversy, dispute, or cause of action arising out of or in any way concerning, relating, or referring to this Agreement (each a "Claim") shall be resolved exclusively by binding arbitration according to the then-existing rules of the American Arbitration Association ("AAA"). Such proceedings will be governed by and in accordance with substantive Wyoming law and shall be decided by a panel of arbitrators or an arbitrator located in Wyoming. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. Buyer agrees that any Claim shall be resolved exclusively through final and binding arbitration, rather than in state or federal court. Buyer and EXA both hereby waive any right to a jury trial under this Agreement.
13. **Attorney Fees.** Except as specifically provided under this Agreement, the AAA rules, or by applicable law, the parties hereto acknowledge and agree that (a) each party shall bear its own costs, expenses, and attorneys' fee incurred in connection with any Claim, and (b) any right to an award of costs and expenses (including attorneys' fees) provided for in this Agreement is limited to the specific circumstances set forth therein and is not intended to provide any party with a general right to an award of costs and expenses (including attorneys' fees), even if such party is the "prevailing party" in connection with any Claim.
14. **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.
15. **Fee Schedule.** Buyer fees are as per the Process and FAQ pages in the "How It Works" section of the Website found at: <https://ExclusiveAuctions.com/> are incorporated herein by reference and are hereby made a part of this Agreement, and per the selections made by Seller during Listing creation. Buyer understands that EXA may be collecting a service fee from Seller based upon the Process and FAQ pages in the "How It Works" section of the Website found at: <https://ExclusiveAuctions.com/> are incorporated herein by reference and are hereby made a part of this Agreement, and per the selections made by Seller during Listing creation.
16. **Integration.** The "How It Works" Process, Services and FAQ Page(s) of the found at: <https://ExclusiveAuctions.com/> are incorporated herein by reference and are hereby made a part of this Agreement, and with this Agreement, constitutes the entire agreement between the parties concerning this Agreement and the subject matter contained herein. No further warranties, representations, or other promises, oral or written, have been made or are made part hereof.