



EXCLUSIVE LISTING AND EXCLUSIVE RIGHT TO SELL (SELLER AGREEMENT)

THIS SELLER SERVICE AGREEMENT (the "Agreement") is made and entered into between Exclusive Enterprises Group, Inc. DBA: Exclusive Auctions hereinafter referred to as ("EXA"), and the owner of the Listing as registered on the EXA Platform as Seller (the "Seller"). EXA and Seller agree as follows:

1. **Exclusive Listing and Exclusive Right to Sell Agreement.** Seller hereby grants to EXA and EXA hereby accepts the exclusive and irrevocable right and privilege on behalf of the Seller to offer for sale the property listed and described on the EXA website platform by Seller (the "Listing"). The term of this Agreement (the "Term") shall begin on the date of execution hereof by Seller upon Listing creation and shall continue as per the listing period selected by Seller during creation of the Listing. The exclusive right granted herein shall include the exclusive right to list and sell the Listing by online auction through the website platform found at: <https://ExclusiveAuctions.com/> (the "Website").
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. **Listings for Sale With or Without Reserve.**
 - a. **Listings for Sale with Reserve (Including Hybrid Auctions).** Should Seller choose a form of auction in which a minimum price at which the Listing may be sold (the "Reserve Price") is established between the Seller and EXA, Seller hereby agrees that in the event the Listing receives a high bid or other offer at, or exceeding the Reserve Price, Seller shall be deemed to have accepted such offer and shall execute a sales contract with the high bidder or other offeror (the "Buyer") relating thereto. In some rare cases at the sole discretion of EXA, a portion of the proceeds may be paid to the buyer by EXA should a bid fall short of the Reserve Price. The Reserve Price shall be established between Seller and EXA prior to the commencement of the auction.
 - b. **Listing for Sale Without Reserve.** In the event that Seller chooses a form of auction without a Reserve Price, Seller hereby agrees that the Listing shall be auctioned "absolute, without reserve," so that Seller shall be deemed to have accepted the highest bid from a qualified bidder or other offeror without limiting condition as to the amount of the high bid or other offer or the nature of the Buyer and shall execute a sales contract with the Buyer relating thereto.
 - c. **Listings for Sale with a Buy Now price (Including Hybrid Auctions).** Should Seller choose a form of auction in which a buy now price at which the Listing may be sold (the "Buy Now Price") is established between the Seller and EXA, Seller hereby agrees that in the event the Listing receives an offer at, or exceeding the Buy Now Price, Seller shall be deemed to have accepted such offer and shall execute a sales contract with the offeror (the "Buyer") relating thereto. In some rare cases at the sole discretion of EXA, a portion of the proceeds may be paid to the buyer by EXA should an offer fall short of the Buy Now Price. The Buy Now Price shall be established between Seller and EXA prior to the commencement of the auction.
4. **Seller may choose between the following forms of auctions to list Seller's Listing for sale on the Website:** Reserve Auction, No-Reserve Auction, Buy Now/Make Offer and Hybrid Auction. Seller agrees to pay to EXA, 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. Seller acknowledges that any amount mentioned therein as compensation shall not be returned to Seller in the event the Listing fails to sell on the Website.
5. **Seller's Obligations.** Seller agrees to provide to EXA all information requested by EXA with respect to the Listing prior to the approval of the Listing being listed for sale on the Website. Seller understands that upon the Listing's approval by EXA, the Listing will be listed on the Website for a period as selected by Seller during Listing creation. Seller agrees that Seller will not interfere with the sale of the Listing during the listing period and will not enter into any other transaction concerning the Listing after the approval for sale on the Website. Seller is prohibited from having their Listing listed for sale on any other digital or print format during the listing period. Seller agrees to not interfere with, prevent or prohibit EXA in any manner prior to or during the listing period, from carrying out its duties and obligations under this Agreement. EXA reserves the right to accept offers on the Sellers behalf if the offer is equal to or greater than the Reserve Price or Buy Now Price as set by Seller. Seller has seventy-two (72) hours to respond to submitted offers.
6. **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 BUYER(S) TO ENGAGE IN ANY TRANSACTION OVER THE WEBSITE. EXA CANNOT AND DOES NOT CONTROL WHETHER BUYERS WILL COMPLETE THE PURCHASE OR SALE OF ITEMS UPON WHICH THEY HAVE BID. 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. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, EXA'S SOLE DUTY SHALL BE TO USE COMMERCIALY REASONABLE EFFORTS TO EFFECT A SALE OF THE LISTING DURING THE TERM OF THIS AGREEMENT, WITH THE UNDERSTANDING THAT EXA MAKES NO WARRANTY OR GUARANTY IN CONNECTION WITH WHETHER OR NOT THE LISTING WILL BE SOLD OR EXCHANGED HEREUNDER OR THE REVENUES THAT MAY OR MAY NOT BE DERIVED THEREFROM AND THAT EXA SHALL NOT BE LIABLE FOR ANY LOSS SUFFERED BY SELLER RELATING TO THE LISTING OR SUBJECT MATTER HERETO



EXCLUSIVE LISTING AND EXCLUSIVE RIGHT TO SELL (SELLER AGREEMENT)

INCLUDING BUT NOT LIMITED TO A BIDDER REFUSING TO ENTER INTO A SALES CONTRACT, FAILING TO TENDER FULL PAYMENT, OR OTHERWISE NOT COMPLETING A PURCHASE OF A LISTING. EXA SHALL NOT BE CHARGED WITH THE CUSTODY OF THE LISTING LISTED HEREUNDER, ITS MANAGEMENT, MAINTENANCE, SECURITY, INSURING, OR REPAIR.

7. **Seller Default.** If the Seller withdraws or sells their Listing outside of the EXA platform during the Initial Auction Period, the Seller will be responsible for the EXA service fee which will be based on the Listing Reserve Price or Buy Now Price. If Seller fails to make the Listing available to Buyer within the Delivery Period, Seller shall be in default under this Agreement and shall be obligated to pay to EXA, as liquidated damages, any amount of money that EXA determines in its sole discretion to refund to Buyer, including without limitation any fee, administrative charge, or other expense incurred by EXA in order to issue such refund to Buyer, on the basis of Seller's default. Seller and EXA agree and acknowledge that it would be difficult to ascertain the precise amount of damages incurred by EXA due to Seller's default and that the liquidated damages provided for herein are a reasonable estimate of those damages. Seller hereby agrees and acknowledges that EXA is authorized to charge any amount mentioned in this Section against the credit card that EXA has on file for Seller.
8. **Buyer Default.** In the event that the Buyer defaults in connection with the Listing following a sale conducted hereunder, Seller agrees and acknowledges that EXA will not be liable for any such default by Buyer. Seller understands that no amount paid by Seller to list the Listing for sale on the Website will be returned to Seller on the basis of Buyer's default.
9. **Representations and Warranties of Seller.** Seller represents and warrants that Seller has: (i) all appropriate consents, approvals and authority to enter into this Agreement, and (ii) all appropriate ownership right(s), license(s), permit(s), title(s), and authorization(s) to the extent required by law to carry out its responsibilities set forth herein. Seller further represents and warrants that: (a) Seller's title to the Listing is marketable, insurable, and free of any and all liens (or will provide means to obtain a lien free title) and encumbrances or other indebtedness, subject only to customary exceptions and restrictions of record; (b) Seller has full power, right and authority to enter into this Agreement and convey title to the Listing and will convey such title to the Buyer, free and clear of all liens (or will provide means to obtain a lien free title) and encumbrances, and warrants that there are no defects in title or other outstanding contracts or agreements of any kind for the sale of the Listing; (c) Seller shall not rely on EXA to provide services as an agent/closer, title company; attorney; appraiser; certified public accountant or any other expert for Seller and Seller has been expressly advised to seek independent advice from an attorney and any other expert of Seller's choosing regarding this Agreement and all other matters relating to the sale of the Listing, including, without limitation, the valuation and condition of the Listing; (d) if the Listing has any material defect, Seller has communicated same to EXA and EXA is hereby authorized to disclose to any potential Buyer any such defects and any other material information known by EXA relating to the Listing; (e) the Listing can be auctioned without violation of any federal, state or other law or regulation; and (f) all of the information provided herewith, or which may be provided to EXA shall be true, complete and correct.
10. **Seller 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 Seller of any representation, warranty or covenant made under this Agreement, including, but not limited to, (a) any and all Liabilities arising from any inspection, advertising or marketing of the Listing or (b) Seller's failure to (i) disclose the existence of any ownership right(s), license(s), permit(s), or title defects, security agreements or secured claims against the Listing or known or hidden material defects therein, (ii) provide true and accurate information relating to the Listing, or (iii) execute a sales contract with a qualified high-bidder or other Buyer of the Listing or otherwise to close the sale of the Listing in accordance with the sales contract and/or the terms and conditions hereof. Seller 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 Seller becomes aware.
11. **Rights to Content and Works.** Seller hereby grants unto EXA the non-exclusive, irrevocable, fully sub-licensable and assignable, right and license, with respect to any and all data and information relating to the Listing supplied by or prepared on behalf of Seller and/or EXA, including, without limitation, textual descriptions, virtual displays, photographs, video and audio recordings, and other images and likenesses of the Listing collectively referred to as "Content"), to digitize, catalog, stream, store, disseminate, distribute, exhibit, broadcast, perform, publish, post, reproduce, display, adapt, modify, edit, communicate, translate, compress, transmit, integrate, create derivative works from, exploit, and otherwise use such Content, and to incorporate such Content into listings, web postings, audiovisual works and such other works as EXA or third parties on behalf of EXA may create within EXA's sole discretion (collectively "Works," which Works shall be owned solely and exclusively by EXA), throughout the world in any and all forms and media and by whatever means whether now known or hereafter devised or created, including, without limitation, by print media, Internet delivery, radio and television broadcast, and/or any and all other electronic means and/or device, in perpetuity. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever. Seller represents and warrants to EXA that said license granted to EXA with respect to the Content does not conflict with, violate or infringe upon the rights, including copyright or any other intellectual property rights, of any person or entity.



EXCLUSIVE LISTING AND EXCLUSIVE RIGHT TO SELL (SELLER AGREEMENT)

12. **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 17th Street, Suite 450, Cheyenne, WY 82001. Seller:** To the address which Seller provides when registering as a member of EXA.
13. **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, Seller hereby irrevocably submits to the jurisdiction of the courts of the State of Wyoming and the courts of the United States for Wyoming.
14. **Dispute Resolution.** Seller 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. Seller agrees that any Claim shall be resolved exclusively through final and binding arbitration, rather than in state or federal court. Seller and EXA both hereby waive any right to a jury trial under this Agreement.
15. **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.
16. **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.
17. **Fee Schedule.** Seller 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. Seller understands that EXA may be collecting a service fee from Buyer 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.
18. **Integration.** 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, 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.