

DOMAIN NAME PURCHASE AGREEMENT

This agreement (the "Agreement") is made as of _____ ("Effective Date")
by and between _____ (the "Purchaser"), and _____ (the "Seller").

WITNESSETH

WHEREAS, Seller has and owns certain rights to a domain name and certain property rights associated with such domain name; and

WHEREAS, Seller desires to sell to the Purchaser its entire right, title and interest in such property.

NOW, THEREFORE, it is agreed between the parties as follows:

AGREEMENT

1. Sale of Domain Name and Related Property.

Seller agrees to sell, assign, and transfer to Purchaser, his entire right, title and interest in and to the domain name " _____ " (hereinafter the "Domain Name"), trademark rights, and all internet traffic to the Domain Name (collectively referred hereto as the "Property"). Seller retains all other rights and benefits affiliated with the website (hereinafter the "Website") including but not limited to the following: copyrights to WebPages designed for the Website, page layouts for the Website, all graphics used at the Website, all databases generated for the Website, online forms and search engine created and currently used for the Website, all banner advertisements for the Website, and the banner advertisement network for the Website.

2. Seller's Warranties and Duties.

Seller hereby represents and warrants that, to the best of his knowledge, Seller is the sole lawful owner of and has good and marketable title to the Property free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell, assign and transfer the Property. Seller also warrants that Seller does not currently know of and has no reason to know of any third party claim to any right, title, or use of the Property. Seller will not execute any agreement in conflict with this Agreement.

Immediately upon delivery of Full Payment, Seller will take any actions that may be necessary or desirable to protect and perfect Purchaser's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name with InterNic or other authorized entity. Seller also agrees to take any actions necessary or desirable to effect the transfer of the Domain Name to a primary and secondary hosting service to be designated by Purchaser.

3. Consideration.

As consideration for the sale of the Property and Seller's warranties, Purchaser promises to pay Seller the amount of _____ dollars (\$ _____), to be paid within five (5) days of the date first written above.

4. Delay in Payment and Termination.

If Purchaser is more than thirty (30) days late on payment made pursuant to Section 3 above, this Agreement will terminate and Seller will retain any payment amounts made to Seller up to the date of termination.

5. Prosecution and Maintenance of Property.

Seller hereby agrees that he will communicate to the Purchaser any facts known to Seller respecting the Property, whenever reasonably requested, and at Purchaser's reasonable expense, will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid the Purchaser, its successors and assigns, to obtain and enforce proper protection of the Property in all jurisdictions throughout the world.

6. Creation of Another Website.

Under this Agreement the Seller may create another website similar to the Website currently at _____, and this Agreement in no way limits Seller in the creation of new websites other than in the use of the Domain Name and the Internet traffic directed to the Domain Name as set forth in Section 1 above.

7. Miscellaneous.

7.1. No Conditions to Effectiveness; Entire Agreement. There are no conditions to the effectiveness of this Agreement. This Agreement contains the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among the parties hereto, with respect to the subject matter hereof.

7.2. Governing Law. This Agreement, and the rights of the parties hereto, shall be governed by, construed and enforced in accordance with the laws of the State of California as such laws apply to agreements among California residents made and to be performed entirely within the State of California. Any action in respect of, or concerning, this agreement shall be litigated solely in Santa Clara County, California, and both parties consent to jurisdiction of the person and venue solely in Santa Clara County, California.

7.3. Amendment and Waivers. This Agreement may be amended only by an instrument in writing signed by the parties hereto. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed

as, a further or continuing waiver of any such term, condition or provision.

7.4. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

7.5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives.

7.6. Each party, in entering into this Agreement, acts as an independent contractor and nothing herein shall be construed to create a partnership or joint venture between the parties or to constitute agency of any sort. Neither party shall have the authority to bind the other.

7.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

7.8. Attorney's Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party shall be entitled to all costs and expenses of maintaining such suit or action, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER

PURCHASER

By: _____

By: _____

Date:

Date: