

Seller Agreement

This Agreement is made on this () day 2022, by and between:

1: **Bexit**: Project Management Company , (hereinafter referred to as the “**First Party, Middleman**”), and

2- Mr./Ms. C.ID NO: with office address - (hereinafter referred to as the “**Second party, Seller**”).

Preamble

Whereas, the first party owns and operates the website (**Bexit.co**) on the Internet, that is dedicated to displaying, marketing, selling and buying commercial companies or part of them and all kinds of projects, and whereas the Second party wishes to sell and display (a company - a share of the company - a project) which he owns through the website and, according to this contract terms, the terms and conditions of use and the privacy policy set forth in the website, and whereas the will of the parties have met to sign this contract after each party recognized his legal capacity to contract, therefore the parties have agreed on the following: **Firstly**

The Second party acknowledge and agrees to accept all the terms of this contract, the terms and conditions of use and the privacy policy set forth in the website and declares that he have viewed them in a complete manner that is intelligible, and acknowledges and undertakes not to violate it and abide all its obligations.

Second

The Second party acknowledges his consent, and his desire to sell (a company - a share in the company - a project), which is owned by him and offered for sale through the website, for an amount of KD (..... Kuwaiti Dinars).

The Second party acknowledges and undertakes that, the value of the deal will be paid by the buyer through the escrow account that the first party will establish with (Upayments Co.) and for the benefit of the Second party, the reserved amount will be released to the Second party **after** completing all necessary procedures and the ownership is transferred to the buyer, thereafter the amount shall be released to the Second party within 5 days of the ownership transfer, the Second party undertakes not to object or expose the first party, (Upayments Co.) or the buyer in this regards. In case any violation by the Second party, the first party shall claim the Second party to pay the penalty clause without the need for warning or notification, both (Upayments Co.) and the buyer shall have the right to claim compensation from the Second party for any damages may occur form such violation.

Third

The duration of this contract is 3 years and is renewed for a similar period or periods unless any party notifies the other party of its desire to terminate or not renew within a period of not less than 30 days from the date specified for termination or non-renewal, and in all cases this contract is considered to be terminated upon completion of the deal and the second party receives his money for the deal offered on the first party's website.

The Second party commit to not delaying the procedures for completing the deal, and he acknowledge and pledge to complete the necessary procedures within a period of two weeks from the date of closing the deal. In case that the aforementioned period is insufficient, the Second party is required to notify the first party in writing to request to extend the period until the completion of the necessary procedures, and this is conditional with the approval of the first party to the extension or not, this extensions shall not delay or threatens the contractual relationship and harms the interests of the first party.

In case that it becomes clear to the first party, that the Second party, intend to delay, suspend, prohibit or any action that threatens the contractual relationship and harms the interests of the first party, then this contract is terminated without the need for warning, notification or judicial action, the first party is entitled to claim the penalty clause stipulated in this contract. **Fourth**

The first party deserves a percentage of .. % of the value specified in the second clause and this percentage shall be paid to the first party by the buyer without objection from the Second party, this percentage is to be paid immediately and once a contract is signed between the first party and the buyer.

Fifth

In the event that the Second party breaches any of his contractual obligations or violates any of the terms and conditions of use and the privacy policy set forth on the website, he commits, acknowledge and pledge, to pay the first party its earned percentage (.. %) as a penalty clause for his breach without objection or protest.

Sixth

Any dispute arising out of this contract or under its implementation or interpretation, and with regard to any of the terms and conditions of use and the privacy policy set forth on the website shall be under the jurisdiction of Kuwaiti courts and Kuwaiti laws shall be applicable.

Seventh

This contract was drafted in two original electronic copies, with regards to law 20/2014 for electronic transactions, one copy has been sent to the second party through the Email provided in this contract, and the second copy is reserved with the first party through his servers to act upon it. The second party acknowledges that he has received his original copy, and that once he have created his account on the first party website, therefore he accept and approve this contract and his acceptance and approval will be considered as an actual signature.

First party

Second party