

ESCROW INSTRUCTIONS AND AGREEMENT

This **ESCROW AGREEMENT** (this “**Agreement**”), refers to the Lessor and Lessee set forth on the signature page hereto and Escrow.com, a Delaware corporation (“Escrow Agent”). **LESSOR, LESSEE, AND ESCROW AGENT** are collectively referred to herein as the “**Parties**”.

RECITALS

A. Lessor is leasing certain assets of the Lessor to Lessee including, without limitation, the domain name(s) (collectively, the “Domain Names”).

B. Lessor and Lessee have electronically engaged Escrow.com on the website www.Escrow.com, and agreed to the terms and conditions thereon, including but not limited to the Terms of Use and the General Escrow Instructions.

C. Lessee and Lessor wish to establish an escrow arrangement to secure Lessor’s rights to payments. Lessee and Lessor desire to assign title to ownership of the Domain Name to the Escrow Agent to hold by private registration as an escrow agent/custodian in trust for the benefit of Lessee and Lessor, and Escrow Agent has agreed to hold the Domain Name pursuant to the terms of this Agreement. Escrow Agent shall hold the Domain Name until payment in full has been made by Lessee, at which time, Escrow Agent, according to the terms of this Agreement, shall transfer the registration of the Domain Name to Lessee or Lessor as applicable. (“Escrow Services”).

D. The Parties also agree that the Escrow Agent will receive from Lessee payments to be made by Lessee and disburse such payments actually received by Escrow Agent to the Lessor, and that the Escrow Agent will hold as an escrow agent/custodian in trust only the Escrow Items (as defined in Section 4 below).

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Domain Names to Escrow Agent. On , 2016, Lessor will transfer title to the Domain Name to Escrow Agent in trust for the benefit of Lessee and Lessor as set forth in the Lease. Escrow Agent agrees to hold by private registration, and subsequently transfer title to the Domain Name as set forth in this Agreement. Lessor shall take all steps necessary to transfer such registration of the Domain Name with any third party registrar as selected by Escrow Agent so that the “WHOIS” information will be privately registered in the Escrow Agent’s name for the duration of this Escrow. All communications with the registrar of the Domain Name thereafter shall be sent directly to, and made by Escrow Agent.

2. Administration of the Domain and Domain Name. During the term of the escrow, Escrow Agent agrees to administer Domain Name system changes (“Administrative Changes”). Lessor consents, without further notice, to any action consistent with this Agreement by Escrow Agent. Lessor and Lessee agree to indemnify and hold Escrow Agent harmless from any and all claims in connection with Administrative Changes to the Domain Names. A change in the registration of the owner thereof, can only be effectuated upon the written consent of both Lessor and Lessee, upon payment of the agreed upon purchase price in full, or upon the failure of Lessee to meet its obligations as required in paragraph 5. b. Lessee may instruct Escrow Agent to make Administrative Changes during the term of the Escrow by sending an email from the Lessee’s designated email address, _____, to dnholding@escrow.com. Lessee is to include the transaction number and domain name in the subject line of the email. Administrative Changes are typically processed by Escrow Agent within two (2) business days. Escrow Agent has agreed to execute this Agreement solely to memorialize its agreement to act as an escrow holder hereunder. Escrow Agent is not a party to the Escrow Items and is solely a third party neutral provider of escrow services to facilitate the sale and transfer of the Domain Names. Escrow Agent shall be responsible for the maintenance or renewal of the Domain Names while they are in escrow or held by the Escrow Agent.

3. Administration of Payments. Lessee will make payments to Escrow Agent by wire transfer to an account designated in writing by the Escrow Agent according to the payment schedule set forth on Exhibit “A” (the “Payment Schedule”). The Escrow Agent agrees to accept the payments pursuant to the Payment Schedule and to disburse the same to the Lessor by check, wire transfer, or ACH payment as determined by Lessor within one (1) business day after receipt or verification of availability. Lessor shall pay all fees actually incurred by Escrow Agent associated with any outgoing wire transfer or ACH payments.

4. Documents in Escrow. In addition to holding the Domain Name, Escrow Agent will hold copies of the following executed documents as applicable:

N/A

The above described items together with the Domain Name and any other documents necessary to consummate the transfer of the Domain Name, are collectively called the “Escrow Items.” Escrow Agent shall not be responsible for, nor incur any liability for the adequacy, sufficiency, title or legal effect of any of the Escrow Items, and Escrow Agent makes no representation or warranty of any nature in connection with the Escrow Items.

5. Delivery of Escrow Items by Escrow Agent. Escrow Agent agrees to deliver the Escrow Items as follows:

- a. To Lessee. At the time Lessee has made all payments due under the Payment Schedule, the Escrow Agent shall deliver the Escrow Items to Lessee within five (5) business days.

- b. To Lessor. If Lessee fails to make a payment due under the Payment Schedule, Lessor may declare a default by sending Lessee a notice of default. Such notice of default shall also be sent in writing to the Escrow Agent. If Lessee fails to cure the default by payment to Escrow Agent within five (5) business days following Escrow Agent's receipt of such written notice, Lessor shall have the right to notify the Escrow Agent (with a copy to Lessee) of such failure and demand delivery of the Escrow Items. Escrow Agent shall deliver the Escrow Items to Lessor within five (5) business days after the default cure period has passed.

6. Establishment of Escrow and Escrow Fees: Upon execution hereof, Lessee and Licensee shall pay to Escrow Agent the Escrow Agent's fee as set forth on the transaction detail screen and detailed on Exhibit "A" in consideration for Escrow Agent performing the Escrow Services. The Escrow Agent's fee is not pro-ratable, even if the purchase price is paid in full before its scheduled due date, and is non-refundable. In addition, Lessee and Lessor shall timely reimburse Escrow Agent for all third party fees that are actually incurred as a direct result of performing the Escrow Services.

6.1 As part of the Escrow Services, the Escrow Agent shall hold the Escrow Items in trust to the extent permitted by law, and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto. The Escrow Agent agrees to accept delivery of the Escrow Items and to hold the Escrow Items in the Escrow Account, upon the terms and conditions of this Agreement.

6.2 Lessee and the Lessor hereby appoint the Escrow Agent to serve as agent for the purpose of holding and distributing the Escrow Items upon the terms and conditions set forth in this Agreement, and the Escrow Agent accepts such appointment subject to the terms and conditions of this Agreement.

6.3 On written request, the Escrow Agent will send monthly statements to Lessee and the Lessor of the funds received and disbursed by the Escrow Agent. Escrow Agent shall not be responsible for preparing or sending any 1099 Interest Statement to any party.

6.4 If after 30 days from closing, Lessee or Lessor has not accepted the delivery of the Escrow Items, the receiving party will be responsible to pay a monthly holding fee equal to the monthly holding fee named in Exhibit "A".

7. **Addresses for Notice.**

If to Escrow Agent: Suite 650, 180 Montgomery Street
San Francisco, CA 94104
Attn: Domain Holding Department

If to Lessee or Lessor, the parties hereto shall use the address for notices set forth in the Escrow Items.

8. **Incorporation of the General Escrow Instructions.** Except as modified by this Agreement, the terms of the General Escrow Instructions which both parties have agreed to electronically are adopted by the Parties and incorporated herein by this reference.

9. **Termination.** Unless terminated by Escrow Agent, this Agreement shall terminate on the final disbursement by Escrow Agent of final payment of the purchase price due under the Payment Schedule to Lessor and delivery of the Escrow Items as set forth herein, or upon Lessee's failure to cure a default as set forth in paragraph 5. b. and delivery of the Escrow Items to Lessor.

10. **Services Not Included.** Escrow Agent represents, warrants and covenants that: (i) all Escrow Services will be performed in a competent and professional manner; and (ii) it will comply with all applicable laws in the performance of Escrow Services hereunder. Except as set forth in the preceding sentence, Lessee and Lessor (and/or Broker when applicable) understand that the above Escrow Services DO NOT include any representation of warranty, either expressed or implied by Escrow Agent, and that Escrow Agent assumes no responsibility for the legality of the transaction, condition of the ownership, sufficiency of instruments conveying ownership, or agreements therefore. Payment of sales tax, utilities, future performances of Lessee and Lessor (and/or Broker when applicable), transfer of any insurance policies or warranties, legality of the transaction or legal effect thereof or any other matters related to merchandise or this escrow NOT specifically included herein shall be considered outside of escrow and neither Escrow Agent nor any of the Escrow Agent affiliates shall have any further responsibility and/or liability for same.

11. **Entire Agreement.** This Agreement (including any exhibits and schedules hereto) constitutes the full and complete agreement of Parties with respect to the subject matter referenced herein and all prior oral and written, and contemporaneous oral agreements, representations, statements, understandings and undertakings, including any click-wrap, shrink-wrap and terms of use are superseded by this Agreement. No shrink-wrap, click-wrap or click-through agreements governing the Escrow Services, Escrow Items or this Agreement entered into subsequent to the execution of this

Agreement by the Lessor or Lessee or their users shall have any binding effect or supersede this Agreement.

(signatures on following page)

*Escrow Instructions and Agreement
Signature Page*

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

Lessee:

Lessor:

By: _____
Name: _____
Title: _____
Company: _____
Date: _____

By: _____
Name: _____
Title: _____
Company: _____
Date: _____

Escrow Agent:

Escrow.com,
a Delaware corporation

By: _____
Name: Jackson Elsegood
Title: Operations Manger
Date: _____

Exhibit "A"
Escrow Fees
Payment Schedule

Escrow Fees

The Escrow Fee is \$ and the Holding Fee is \$ (\$40.00/month). Total Escrow Fee and Holding Fee is \$.

The Buyer is responsible for 100% of the Escrow and Holding Fee, to be collected with the Buyer's first scheduled payment. The Buyer's total first payment will be \$.

Seller disbursement charges are the Seller's responsibility.

Payment Schedule

Payment Date	Amount Due
, 2016	\$ plus \$ (Escrow and Holding Fee)
Total	\$plus \$ (Escrow and Holding Fee)