

<b>Type/Clase :</b>	Contrat-type /Model contract /Modelo de contrato
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**AGREEMENT FOR THE PURCHASE, SALE  
AND TRANSFER OF INTERNET DOMAIN NAME**

Agreement made \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_ by and between [...] doing business at [...] (« *Seller* ») and [...], a company organized under the laws of England, registered in England under number [...], having its registered office at [...] and its principal office at [...], registered with the [...] Registry of Commerce and Companies under number [...], represented by its President, Mr. [...] (« *Purchaser* »).

1. **Purchase and Sale.** Purchaser agrees to pay [...] dollars U.S. (\$[...]) (« *Purchase Price* ») and, in exchange, Seller agrees to sell, assign, transfer and convey to Purchaser all of the Seller's rights to the registration, ownership and use of the Internet Domain Name [...].COM.
  
2. **Warranties and Representations.** Seller represents and warrants that the Domain Name [...].COM was registered pursuant to the terms of InterNIC Registrations Services (the registrar of second level Domain Names for the .COM top level domain. (« *InterNIC* ») ; that the registration is in full force ; that no individuals or entities have made any claims to Seller in regards to the Domain Name [...].COM ; and that Seller is unaware of any other such claims made by anyone in regard to the Domain Name [...].COM. (A current Whois Registration Print-out for the Domain Name [...].COM is attached hereto as Exh. « *A.* »). Seller makes no other representations or warranties.

Purchaser's initials

Seller's initials

3. Indemnification. Seller agrees to indemnify Purchaser for liability associated with Seller's use of the domain name [...].COM. Purchaser agrees to indemnify Seller for any and all liability associated with the domain name [...].COM from and including the date that the Domain Name is transferred from Seller to Purchaser. Purchaser agrees that Seller is not responsible if Purchaser's registration for the domain name is terminated for any reason, including but not limited to errors or omissions of Purchaser or third parties, and actions brought by third parties claiming rights to the domain name [...].COM.
  
4. Transfer of Domain Name. After Seller receives a signed copy of this Agreement and verifies that Purchaser has sent a check in the amount of \$[...] to Seller's attorney at the address set forth in Paragraph 9, Seller shall provide Purchaser with a signed notarized Domain Name Change Agreement with the information filled-out as required by Section 3 of Network Solutions, Inc. Registrant Name Change Agreement Instructions (effective January 20, 1998). (Instructions and Blank Registrant Name Change Agreement attached as Exh. « B »).
  
5. Transfer of Funds. When the transfer of the Domain Name from Seller to Purchaser is completed, as demonstrated by as Whois search for [...].COM, which lists the Seller Contact Information and Domain Name Servers set forth herein at Paragraph 8, Seller's attorney shall release the \$[...] check to Purchaser.
  
6. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to that state's choice of law principles which may direct the application of the laws of another jurisdiction. The Parties agree that New York and federal and state courts located therein shall be a mutually convenient venue for the resolution of any dispute between them regarding the subject matter of this Agreement.

Purchaser's initials

Seller's initials

9. Payment. Purchaser agrees to send a certified check in the amount of \$[...] payable to [...] to the following address :  
[. .]
10. Entire Agreement. This is the entire agreement of the parties. It may not be altered or amended, except in writing.
11. Attorney Review. Each party has had the opportunity to review this Agreement with an independent attorney of their choice and is satisfied that they fully understand their rights and obligations of this contract.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed by their duly authorised representatives.

[...]  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date : \_\_\_\_\_

[...]  
Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_

Purchaser's initials

Seller's initials