

Domain Purchase & Exit Agreement

**Sample Agreement – For Illustration Only* (Pricing and structure may vary by domain.)*
The terms below represent a sample agreement structure. The actual sales price, payment terms, and exit compensation may vary based on the specific domain.

Parties

This agreement is entered into by and between GreatBrand ("Seller") and [Buyer Name] ("Buyer").

Domain

The domain name included in this agreement is: [InsertDomain.com] ("Domain").

1. Initial Purchase Payment

Buyer agrees to purchase the Domain under a hybrid structure involving both fixed payments and equity-style compensation. An initial, non-refundable payment of \$5,000 USD is due upon execution of this agreement.

2. Monthly Payment Commitment

Beginning twelve (12) months after the agreement date, Buyer shall begin paying Seller \$250 per month for a period of forty-eight (48) months, totaling \$12,000 USD. Payments shall be made monthly on or before the same calendar day each month as the agreement date.

Failure to make two or more monthly payments may result in Seller's right to terminate this agreement and reclaim the Domain, with no refund of payments made to date.

3. End-of-Term Balloon Payment or Conversion

At the end of the five-year term (60 months from the agreement date), Buyer must select one of the following options:

(a) Final Balloon Payment:

Pay the remaining balance to complete the \$250,000 valuation (i.e., a final payment of \$233,000 USD if all prior payments have been made).

(b) Lease-to-Own Conversion:

Enter into a new lease-to-own agreement under mutually agreed terms for continued use of the Domain.

Failure to make the final balloon payment or enter into a new agreement within 30 days after the 5-year term ends will result in termination of Buyer's rights to the Domain and forfeiture of all payments made.

4. Domain Custody and Control

The Domain shall be placed in a secure holding account with Escrow.com for the duration of the 5-year agreement. Seller shall remain the legal owner of the Domain until all obligations under this agreement are fulfilled.

Buyer shall receive full DNS control for the purpose of building and operating a business on the Domain, but shall not gain registrar-level control or ownership during the term.

5. Escrow Fees and Holding Costs

All Escrow.com-related fees shall be paid by the Buyer, including but not limited to:

- The domain transaction fee (currently 0.89% of the \$250,000 valuation)
- Monthly domain holding fees (currently \$20/month for 60 months, totaling \$1,200)

Fees are subject to Escrow.com's current policies and may be billed upfront or periodically depending on their structure.

6. Exit-Based Compensation

If Buyer or its entity using the Domain is acquired, merges, or undergoes a liquidity event in which the brand built on the Domain contributes materially to the transaction, Seller shall be entitled to receive 5% of the total exit value, payable within 30 days of closing.

This clause shall remain in effect beyond the 5-year term as long as the business has been materially built upon the Domain.

7. Ongoing Exit Participation Obligation

The Seller's right to 5% of any qualifying exit shall survive all payment structures, lease-to-own conversions, refinancing, or domain purchases. No subsequent agreement or payment schedule shall eliminate or reduce the Seller's entitlement to 5% of the total exit value, unless explicitly waived in writing by the Seller.

This clause shall remain in effect beyond the 5-year term as long as the business has been materially built upon the Domain.

8. Reporting Requirement

Buyer agrees to notify Seller in writing within 15 days of any signed acquisition agreement or public announcement of such an event.

9. Dispute Resolution

Any disputes arising from or related to this agreement shall be resolved first through good-faith negotiations. If unresolved within 30 days, the dispute shall be submitted to binding arbitration, conducted remotely or in a mutually agreed venue, under the rules of the American Arbitration Association. Each party shall bear its own legal costs.

10. Governing Law

This agreement shall be governed by the laws of the State of Texas, without regard to conflict of law principles.

11. Audit Rights, Payment Method & Tax Handling

Buyer agrees that in the event of any exit-based or profit-sharing compensation under this agreement, Seller shall have the right to request a written summary of how such compensation was calculated, including a breakdown of relevant financial data. This summary must be provided within 30 days of such request.

All payments made to Seller shall be in USD via ACH, wire transfer, or another mutually agreed method. Seller will receive a 1099 or equivalent tax form (if U.S.-based), and is responsible for reporting and paying any associated taxes. Buyer agrees to treat any such payments as legitimate business expenses for tax purposes.

12. Public Announcement Rights

Each party may publicly disclose the existence and general structure of this agreement for marketing, PR, or credibility purposes. However, specific deal terms (such as financial amounts or clauses) may only be shared publicly with the consent of the other party, unless disclosure is legally required or clearly beneficial to both parties.

13. No Solicitation for Sale

Buyer agrees not to solicit the Domain for resale to third parties, including but not limited to targeting companies with similar names, newly funded businesses, or competitors. Any active solicitation, offer, or communication intended to sell the Domain — whether directly or indirectly — shall be deemed a material breach of this agreement.

If such breach occurs, Seller shall have the immediate right to terminate this agreement, reclaim full control and ownership of the Domain, and retain all payments made to date. Buyer shall forfeit any future rights, claims, or interest in the Domain or exit participation.

14. Entire Agreement

This document represents the complete understanding between the parties and supersedes any prior communications or agreements.

Seller
_____ (eSignature)

GreatBrand
Email: _____
Date: _____

Buyer
_____ (eSignature)

[Buyer Name]
Email: _____
Date: _____