# SELLER COMMISSION AGREEMENT

This Commission Agreement (the **“Agreement”**) is entered into 16th of March, 2022 (the **“Effective Date”**), by and between AUCTION3 INC., a Delaware corporation, with an address of 2150 Town Square Pl Suite 200, Sugar Land, Texas 77479 (the **“Company”**) and [Seller], with an address of [Seller Address], (the **“Seller”**), collectively “the **Parties.**”

BACKGROUND:

Seller wishes to sell the following property:

hereafter (“the Property”);

Company agrees to sell the aforementioned Property on behalf of Seller for a commission.

THEREFORE, the Parties agree as follows:

1. **Sales Authorization.** Seller authorizes Company to sell the following Property for Seller (the “**Property**”).
2. **Guidelines for Sales.** Company must adhere to the following guidelines when selling the Property:
   1. Property prices will be set by the auction.
   2. Seller will provide all promotional materials for Company’s use to obtain sales.
   3. Seller has reviewed and approved the sale documents to be used by Company in all Property sales.
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until the online sales action is completed.
4. **Exclusive.** Seller shall not hire another Company to sell the Property until this Agreement or the protection period is terminated.
5. **Commission Earnings and Payment Structure.** The Parties agree Company will be compensated as follows (the “**Commission**”):

Ten Percent (6.00%) of the Purchase Price.

1. **Seller and Company Relationship.** Seller engages Company solely for the purpose of selling the Property. Company may only enter into contracts and/or agreements on behalf of Seller as it relates to the sale of said Property. Company may not otherwise commit Seller to any other obligations whatsoever without separate authorization from Seller .
2. **Confidentiality.** During the course of this Agreement, it may be necessary for Seller to share proprietary information, including trade secrets, industry knowledge, and other

confidential information, to Company in order for Company to successfully sell the Property.

1. **Termination.** Once Seller’s Property is approved by Company and listed on Company’s site, Seller may not terminate this agreement. After the auction is complete, if Seller decides not to commence the transaction, Seller shall pay Company ten percent (10.00%) of the Purchase Price.

Upon termination, Seller may not get into another agreement to sell the Property for ninety

(90) days without paying the Company fees. If Seller does sell within the ninety (90) days protection period, Seller shall pay Company the Company’s fees within ten (10) days of another transaction.

1. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or Property or any law or governmental regulation.
2. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
3. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
4. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.
5. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
6. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do Property. In the event that the Parties do Property in different States and/or Countries, this Agreement shall be governed by Texas law.
7. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

***[Signature Page Follows]***

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

# “COMPANY”

Signed: sign1

By: by1

Date: date1

# “SELLER”

Signed: sign2

By: by2

Date: date2

sign2 by2 date2