Website Sales Agreement

The parties,

- Verkoper Y, registered with the Chamber of Commerce under the number 12312312 (hereafter referred to as Seller),
- 2. Koper X, registered with the Chamber of Commerce under the number 98798798 (hereafter referred to as **Buyer**),

whereas

- The Seller is owner of the website WebsiteNaam ("Website"), which is linked to the domain name www.website.nl ("Domain Name"),
- by means of the Website, Seller makes information available to the public concerning a mix of text, images, videos and suchlike,
- Buyer wishes to become the owner of the Website as well as the Domain Name.
- Seller is willing to achieve this in return for a payment, all this in a manner to be agreed on,
- The parties wish to put down in writing their arrangements on this matter,

have agreed on the following:

Article 1. Transfer of the Website

- 1.1. Seller hereby transfers to Buyer all trade name rights, copyrights and sui generis database rights pertaining to the Website. This transfer concerns all worldwide copyrights in the broadest sense, including all forms of exploitation of these rights.
- 1.2. The parties shall perform all legal and practical acts necessary to make the Buyer owner of the Website.
- 1.3. More specifically, Seller shall provide Buyer with all passwords and login details necessary to perform the management and administration of the Website. Among others, these include FTP login details, administrator passwords and API tokens.
- 1.4. After completion of the acts referred to in the foregoing paragraphs, Seller shall be available for support, training and simple problem solving concerning the Website for a period of fourteen days.
- 1.5. Buyer is not payable for the work by Seller referred to in the previous paragraph. Seller may refuse unreasonable requests to carry out such work.
- 1.6. If Buyer is not owner of the Website or the holder of the Domain Name within the term of delivery as specified in Article 4.2, due to acts or negligence of Seller, Seller shall give Buyer an irrevocable power of attorney to accomplish this on behalf of Seller

Article 2. Transfer of (user) rights

2.1. The following allocation of responsibilities concerning agreements with third parties applies to the transfer:

- The Website and Domain Name do not infringe any third-party rights until the moment of transfer
- 5.3. If Seller breaches any of the above warranties, Buyer may claim damages suffered because of this

Article 6. Competition

6.1. Seller is free to develop or buy and operate any similar websites after transfer, but he is not entitled to use any of the transferred copyrights.

Article 7. Other provisions

- 7.1. The signing of this agreement terminates any earlier commitments and agreements in writing or orally between the parties concerning the Website and/or Domain Name.
- 7.2. Upon signing this agreement, parties assume that domain names cannot be considered to be an absolute right under property law. Insofar as domain names are to be, or at any point in the future will be, considered an absolute right, the transfer referred to in Article 3 of this agreement shall be deemed to be a sale within the meaning of the Dutch Civil Code.
- 7.3. This agreement is subject to Dutch law. Any conflict that may arise concerning this agreement, from this agreement, or in connection with this agreement shall be brought before the competent court for the place of business of Buyer.
- 7.4. Parties are obliged to observe secrecy in respect of the contents of this agreement and of all information that they received from one another. This duty of confidentiality does not apply to: (i) information that has become open the public other than through violation of this confidentiality clause; and (ii) information that must be made open to the public pursuant to a mandatory statutory provision or court ruling.

Was signed:

Verkoper Y		Koper X
Date:		Date:
Place:		Place:
Signature:		Signature: