

# OFFRBOX.COM



This Property Marketing Agreement (this "Agreement") is between Seller and Offrbox.com, Inc and its affiliates ("Offrbox") and is effective as of the Effective Date. Seller hereby engages Offrbox as its Marketing Firm to advertise, market and promote the sale of each Property. Offrbox will market through use of Offrbox's website located at [www.offrbox.com](http://www.offrbox.com) (the "Website") as well as utilize any other media necessary during the Marketing Period. All capitalized terms not defined herein shall have the meaning set forth in the Standard Terms and Terms of Service.

1.	KEY TERMS	
(a)	Seller	
(b)	Effective Date	
(c)	Property	Each Property submitted herein and after
(d)	Marketing Period	For each Property, the 90-day period beginning on the date such Property is posted to the Website.
(e)	Marketing Fee	There is No marketing fee charged to the Seller.
(f)	Transaction Fee	The greater of 2% of the sale price or a \$1500 minimum. The Transaction Fee is payable by the buyer as detailed in the Offrbox Purchase Sale Agreement Addendum
(g)	Withdrawal Fee	\$500 Withdrawal Fee
2.	COMPENSATION	
(a)	Sale During Marketing Period	If Seller enters into an agreement to sell a Property during the Marketing Period, the Buyer shall pay Offrbox the Transaction Fee at closing, regardless of when closing occurs.
(b)	Sale During Tail Period	If Seller enters into an agreement to sell a Property during the 90 days following the Marketing Period (the "Tail Period") with a buyer who submitted an offer to the Seller through Offrbox.com or was introduced to Seller by Offrbox during the Marketing Period (a "Tail Period Sale"), Seller shall pay to Offrbox an amount equal to the Transaction Fee from the sale proceeds due Seller upon closing of such sale, regardless of when closing occurs.

(c)	Withdrawal	Except in the event of a Material Adverse Change Removal or a Termination for Cause by Seller, in the event Seller otherwise withdraws a Property from this Agreement during the Marketing Period, Seller shall pay to Offrbox the Withdrawal Fee immediately upon such Withdrawal.
3.	TRANSACTION DETAILS	
(a)	Due Diligence Materials	<p>Seller must upload to the Website or provide to Offrbox, the materials listed below (collectively, "Due Diligence Materials") within 7 days after the beginning of the Marketing Period for each Property. Seller authorizes Offrbox to make the Due Diligence Materials available to prospective buyers through the Website. Seller shall immediately notify Offrbox if Seller learns that any of the Due Diligence Materials are or become inaccurate in any material respect.</p> <p>Due Diligence Materials required:</p> <ul style="list-style-type: none"> <li>• <u>General</u>: Seller must provide Offrbox or upload to the Website, all information necessary for Offrbox to populate the Property's listing on the Website, and all documents related to the Property in Seller's possession, knowledge or control that are reasonably necessary for the marketing and sale of the Property.</li> </ul>
(b)	Escrow/Closing Agent	<p>Unless otherwise specified in the Purchase Agreement or required by applicable law, the Escrow/Closing Agent to be used for the sale of each Property shall be (check as applicable):</p> <p><input type="checkbox"/> As designated by Offrbox in its reasonable discretion.</p> <p><input type="checkbox"/> As designated by Seller at the time each Property is submitted.</p>
(c)	Listing Broker	<p>Seller may engage a listing broker ("Listing Broker") for each Property. If a Listing Broker is engaged, the Seller will be solely responsible for any compensation owed to such Listing Broker and any cooperating broker in connection with the sale of a Property.</p> <p>Seller acknowledges that Offrbox is being retained hereunder in a limited capacity as Marketing Firm ONLY and not as Seller's real estate broker with respect to any Property. Seller or a real estate broker retained by Seller (other than Offrbox.com) shall be responsible for complying with all disclosure and transaction requirements owed pursuant to applicable law.</p>
(d)	Broker Commissions	<p>At closing, Seller shall pay the following compensation at closing from proceeds due Seller, regardless of when closing occurs to qualifying brokers:</p> <p style="text-align: center;">Listing Broker Commission: 1-3% of the sale price</p> <p style="text-align: center;">Cooperating (Buyer) Broker Commission: 1-3% of the sale price</p>
(e)	Buyer Terms	Seller acknowledges that Offrbox's Terms of Service (located at <a href="https://blog.offrbox.com/terms-of-service/">https://blog.offrbox.com/terms-of-service/</a> ) will be provided to potential buyers via the Website.
(f)	Venue	As used in the Standard Terms, the term "Venue" shall mean Mecklenburg County, North Carolina.

5.	ADDITIONAL TERMS (if any)	

<p><b>SELLER:</b></p> <p>_____</p> <p>By: _____</p> <p>    Name: _____</p> <p>    Title: _____</p> <p>Address: _____</p> <p>Email: _____</p> <p>Telephone: _____</p>	<p><b>OFFRBOX:</b></p> <p>OFFRBOX, INC, together with its affiliates</p> <p>By: _____</p> <p>    Name: _____</p> <p>    Title: _____</p> <p>Address: 55 W. 116<sup>th</sup> St Suite 231, New York, NY 10026 Attention: Chief Legal Officer</p> <p>Email: <a href="mailto:legal@offrbox.com">legal@offrbox.com</a></p> <p>Telephone: (718) 704-6289</p>
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