

Buyer Agreement

This Agreement is made on this () day of 2021, by and between:

- 1: **Bexit**: Project Management Company - (hereinafter referred to as the “**First Party, Middleman**”), and
- 2- Mr./ The Buyer (hereinafter referred to as the “**Second party**”).

Preamble

Whereas, the first party owns and operates the website (**Bexit.co**) on the Internet, that is dedicated to displaying, marketing, selling and buying commercial companies or part of them and all kinds of projects, and the second party wishes to buy (a company - a share of the company - a project) through the website and, according to this contract terms, the terms and conditions of use and the privacy policy set forth in the website, and whereas the will of the two parties have met to sign this contract after each party recognized his legal capacity to contract, therefore both parties have agreed on the following:

Firstly

The second party acknowledges and agrees to accept all the terms of this contract, terms and conditions of use and the privacy policy set forth in the website, and he declares that he viewed them in a complete manner that is intelligible, and acknowledges and undertakes not to violate it and abide all its obligations.

Second

The second party acknowledges and undertakes that, the value of the deal will be paid by him through the payment link shown in the website, the amount will be reserved through an escrow account with (Upayments Co.) and for the benefit of the Seller, after completing all necessary procedures and the ownership is transferred to the buyer, thereafter the amount shall be released to the Seller, the second party undertakes not to object or expose the first party, (Upayments Co.) or the Seller in this regards. In case any violation by the second party, the first party shall claim the second party to pay the penalty clause without the need for warning or notification, both (Upayments Co.) and the Seller shall have the right to claim compensation from the second party for any damages may occur form such violation.

Third

The second party acknowledges and undertakes not to seek to purchase (the company / share / project) through a competing website or application or provides the same service or any of the services shown on the website as well, and he declares and undertakes not to seek to purchase (the company / share / project) in traditional manner either by himself, or through a broker, a mediator, or any of the modern means of communication.

The second party commit to not delaying the procedures for completing the deal, and he acknowledge and pledge to complete the necessary procedures within a period of two weeks from the date of closing the deal. In case that the aforementioned period is insufficient, the second party is required to notify the first party in writing to request to extend the period until the completion of the necessary procedures, and this is conditional with the approval of the first party to the extension or not, these extensions shall not delay or threaten the contractual relationship and harm the interests of the first party.

In case that it becomes clear to the first party, that the second party, intend to delay, suspend, prohibit or any action that threatens the contractual relationship and harms the interests of the first party, then this contract is terminated without the need for warning, notification or judicial action, the first party is entitled to claim the penalty clause stipulated in this contract.

Fourth

The first party shall earn a percentage of ..%. of the value (closed deal) specified with the Seller through our website or of any modified value that the first party agrees to amend, the percentage shall be paid to the first party through a payment link available on the website upon approving on the final deal.

Fifth

In the event that the second party violates or breaches any of its contractual obligations or violates any of the terms and conditions of use or the privacy policy set out on the website, the second party shall pay to the first party its earned amount (..... KD) as a penalty clause in compensation of such violation or breach, without objection or protest from the second party.

Sixth

Any disputes arising from this contract or under its implementation or interpretation, and with respect to the terms and conditions of use and the privacy policy set forth in the website, shall be under the jurisdiction of Kuwaiti courts and Kuwaiti law shall be applicable.

Seventh

This contract was drafted in two original electronic copies, with regards to law 20/2014 for electronic transactions, one copy has been sent to the second party through the Email provided in this contract, and the second copy is reserved with the first party through his servers to act upon it. The second party acknowledges that he has received his original copy, and that once he has created his account on the first party website, therefore he accepts and approve this contract and his acceptance and approval will be considered as an actual signature.

First Party

Second Party