

ELITE EQUINE INTERNATIONAL SELLERS AGREEMENT

THIS AGREEMENT is entered into

BETWEEN:

- (1) Elite Equine International Limited, a company registered in England and Wales under number 06540599, whose registered office is at Dragon Court, Charter Alley, Tadley, Hants, RG26 5PU, England ("**E EI**"); and
- (2) **[INSERT FULL LEGAL NAME OF SELLER]** of **[INSERT ADDRESS OF SELLER]** ("**Seller**").

INTRODUCTION:

- (A) EEI is a company that facilitates the sale and purchase of elite horses between people wishing to buy and sell Horses ("**Services**").
- (B) Seller wishes to take advantage of EEI's Services by registering their Horse(s) for sale on www.elite-equine.com ("**the Website**") using the Registration Form provided.
- (C) This Agreement confirms the terms and conditions upon which the parties agree to the relationship described above.

IT IS AGREED AS FOLLOWS :-

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context requires otherwise:

- 1.1 "Administration Fee" means the fee set out in clause 4.1 payable to EEI by the Seller in relation to each Horse that a Buyer (or any Buyer Connected Party) has agreed to purchase from a Seller in relation to that sale;

"Agreement" means each Registration Form and these terms and conditions;

"Advertising Fee" means the fee set out in clause 4.1 for posting an advertisement to sell the Horse on the Website;

"Buyer" means any prospective buyer of a Horse whose details are notified by EEI to the Seller;

"Buyer Connected Party" means any of the Buyer's principals, servants, agents or representatives, or any party associated or connected with the Buyer in any way, including any party who may ultimately purchase a Horse from the Seller or any Seller Connected Party who has been introduced (whether directly or indirectly) by EEI;

"Commission" means the fee payable to EEI by the Buyer which may be deducted from monies received by EEI from the Seller as set out in clause 4.2;

"Effective Date" means the date on which both parties have signed this Agreement, as indicated by the date of the last signature of a party set out on the signature page to this Agreement;

"Horse" means the horse(s) **[CAN SELLERS USE THE REGISTRATION FORM FOR MULTIPLE HORSE LISTINGS]** described by the Seller in the Registration Form and advertised as available for sale on the Website by EEI pursuant to this Agreement;

"Horse Purchase Agreement" means an agreement entered into by the Buyer or any

Buyer Connected Party with the Seller or any Seller Connected Party for the purchase of any Horse;

"Net Purchase Price" means the Purchase Price less the deduction made by EEI for (i) the agreed Administration Fee, (ii) any sums that may be due to EEI from the Buyer, including the Commission, and (iii) any relevant taxes;

"Purchase Price" means the price for which the Buyer purchases the Horse; and

"Registration Form" means EEI's standard form which the Seller must complete in relation to each Horse which it wishes EEI to advertise on the Website.

"Seller Connected Party" means any of the Seller's principals, servants, agents or representatives, or any party associated or connected with the Seller in any way, including any party who may ultimately own a Horse (whether directly or indirectly) which has been displayed by EEI on the Website;

All other capitalised terms have the meanings assigned to them in this Agreement.

- 1.2 References to statutes or statutory provisions shall include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinate legislation made under them;
- 1.3 References to any party shall, where relevant, be deemed to be references to, or to include, as appropriate and where permitted by this Agreement, its lawful successors, assigns and transferees;
- 1.4 Use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a corporation, a partnership and other body or entity and (in each case) vice versa;
- 1.5 The clause headings shall not affect interpretation.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall be formed on the Effective Date and shall continue until it is Terminated, hereunder provided for in clause 7.

3. OBLIGATIONS AND DUTIES

- 3.1 Seller shall complete all information required in the Registration Form fully and accurately, and provide EEI with all material information relevant to the Horse (whether or not specifically requested in the Registration Form) which a prospective purchaser of a Horse would reasonably expect to have disclosed to it. Seller shall and keep EEI updated with valid and accurate information on the Horse throughout the Agreement. EEI shall be entitled to display any such information provided by the Seller on the Website.
- 3.2 EEI shall post information contained on the Registration Form provided by the Seller on its Website reasonably promptly from the Effective Date. Where practicable, the Seller and EEI may agree that EEI shall take photographs of the relevant Horse. If so, any such photographs may be displayed on the Website and used in promotion of EEI's business generally.
- 3.3 EEI shall notify Seller of all requests for information, approaches to buy or offers received from Buyers for the Horse.

- 3.4 Seller shall provide EEI with details of all approaches that have been made to them by Buyers or other prospective buyers of the Horse, whether through the Website or by any other means.
- 3.5 EEI shall at no time be held to be entering into an agreement to sell a Horse to the Buyer. The Seller and the Buyer will contract separately and privately.
- 3.6 Seller shall pay the Advertising Fee and the Administration Fee as provided for in clause 4.

4. **PAYMENT**

- 4.1 In consideration of the Services being provided by EEI and its obligations under clause 3, the Seller agrees to:

- 4.1.1 pay to EEI the Advertising Fee of £150 per Horse advertised on the Website, irrespective of whether or not a Horse Purchase Agreement is reached; and

- 4.1.2 pay to EEI the Administration Fee of £250 per Horse bought by the Buyer or any Buyer Connected Party.

- 4.2 Unless otherwise agreed between the Buyer, the Seller and EEI, the Buyer shall pay (i) the Purchase Price due under the Horse Purchase Agreement direct to EEI, who in this capacity will act as the Seller's agent for receipt of funds and (ii) all sums due to EEI under this Agreement by way of Commission and other fees (and relevant taxes). EEI shall then make deductions of sums due to it under this Agreement as well as any sums that may be due to it from the Buyer, and pay the Seller the Net Purchase Price.

- 4.3 All payments to be made to EEI under this Agreement are exclusive of value added tax (if applicable), consumption tax or other sales tax or customs duty which shall, where appropriate, be payable by the Seller.

- 4.4 All payments to be made by the EEI under this Agreement shall be paid free and clear of any deductions, withholdings for, or on account of, tax, set-offs or counterclaims. If EEI is required to make any deduction or withholding tax by law, EEI will retain an amount equal to the deduction or withholding tax from the Net Purchase Price to be transferred to the Seller in order to settle such deduction or withholding tax. The Seller agrees to recover any shortfall in its anticipated payment directly from the Buyer and not from EEI.

5. **WARRANTIES**

- 5.1 Seller warrants that:

- 5.1.1 it is the owner of the Horse and has full authority to enter into this Agreement. The Seller further warrants that if any point it anticipates that the Horse Purchase Agreement will be entered into by a Seller Connected Party rather than the Seller itself, it shall notify EEI in writing and procure that such Seller Connected Party enters into an agreement (substantially similar to this Agreement) directly with EEI;

- 5.1.2 all information it provides to EEI pursuant to this Agreement (including without limitation information on the Registration Form and regarding the Horse) is correct, complete, accurate and not misleading;

- 5.1.3 it will notify EEI immediately of any change in the information provided on the Registration Form, of any other change that materially affects the Horse or the description of the Horse or of any material circumstances which come to its attention which may be relevant to any prospective purchaser of the Horse; and
- 5.1.4 it will notify EEI will be notified immediately of any requests for information, approaches to buy or offers received from any party, whether a Buyer or not, for the Horse.
- 5.2 EEI warrants that it shall use reasonable care and skill in providing the Services.
- 5.3 Except as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.

6. LIMITATION OF LIABILITY AND DISCLAIMER

- 6.1 While EEI shall use reasonable endeavours to ensure that the Website is available, EEI shall not be liable for any failure to perform this Agreement caused by any failure of any equipment or network not controlled by EEI, for any failure of the Internet or any failure resulting from Seller's negligence and/or breach of any of its obligations under this Agreement. If the need arises, EEI may suspend access to the Website, or close it indefinitely. EEI accepts no liability for any loss or damage howsoever caused whilst this occurs.
- 6.2 EEI shall not be liable to the Seller for any loss of revenue, anticipated profits, business interruptions or loss of data (whether direct or indirect) or any indirect, incidental, consequential, punitive or special damages, arising out of or related to this Agreement (whether in contract, negligence or other tort, or in any other way), even if it has been advised of the possibility of such losses or damages. EEI's maximum liability under or pursuant to this Agreement shall not exceed £500.
- 6.3 Nothing in this Agreement acts to limit or affect EEI's liability for death or personal injury arising from its negligence, nor its liability for fraud or fraudulent misrepresentations made by it nor any other liability which cannot be excluded or limited under applicable law.

7. TERMINATION

- 7.1 Either party may terminate this Agreement immediately upon written notice:
 - 7.1.1 if the other party commits a material breach of any of the terms of this Agreement and (in the case of a breach which is capable of remedy) fails to remedy the breach within 30 days of receipt of notice from the other party specifying the breach and requiring its remedy;
 - 7.1.2 if the other party has a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other party enters into any voluntary arrangement with its creditors

or becomes subject to an administration order, or undergoes any comparable procedure under the laws of any competent jurisdiction.

7.2 The Agreement will terminate on transfer of the Net Purchase Price to the Seller.

7.3 Upon termination of this Agreement for any reason, all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights as have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination.

8. NOTICES

8.1 Except where specifically provided otherwise in this Agreement, all notices required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address in England as the recipient may designate by notice given in accordance with this clause. Any notice may be delivered personally or by first class prepaid post or fax and shall be deemed to have been served, (a) if by hand, when delivered, (b) if by first class post, 48 hours after posting and, (c) if by fax, when dispatched, (together with a confirmation slip indicating successful transmission).

9. GENERAL

9.1 This Agreement constitutes the entire terms and conditions relating to its subject matter and cancels and is in substitution for all previous statements of intent, agreements and arrangements (whether oral or in writing) relating to this subject matter between EEI and Seller.

9.2 Any variation or amendment of any of the terms of this Agreement shall not be binding unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.

9.3 If any provision of this Agreement, or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall remain in effect.

9.4 The failure or delay in enforcing compliance with any term of this Agreement shall not be a waiver of that or any other term of this Agreement.

9.5 This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

9.6 Except as expressly stated in this Agreement, the parties are independent contractors and neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or granting a franchise between them.

9.7 Neither party shall be held in breach of the Agreement or liable to the other for any delay or failure to perform its obligations by reason and to the extent and duration of any cause beyond its reasonable control (an "event of force majeure").

9.8 The parties do not intend that this Agreement or any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

The parties' duly authorised representatives have signed below to indicate the parties' respective acceptance of the Agreement of the Agreement.

Elite Equine International Limited

[INSERT NAME OF SELLER]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE

REGISTRATION FORM