

BIDDER REGISTRATION

**AGENT REPRESENTATION,
ESCROW AGENT WIRE INSTRUCTIONS**

Bidder Name: _____ (“Bidder”)

Opening Bid Buyer Incentive. If you agree to make an opening bid for a Property which meets the criteria set forth below, and you are the high bidder at the Auction (“Opening Bid”), you may qualify for an incentive from seller in the form of a credit against the purchase price that would have otherwise paid for the Property, in an amount of the Opening Bid. The Opening Bid Buyer incentive will be deducted from the purchase price to be paid by the Bidder at closing if the Buyer is the successful purchaser of the Property. To determine whether there is an Opening Bid Buyer Incentive for a particular property and the amount of such Opening Bid Buyer incentive, please visit the applicable property web page at www.luxeaglobalauctions.com.

Sales Associate/Broker Commission. In some cases, a commission/referral fee will be paid by seller to a properly registered and licensed real estate Sales Associate or Broker in the jurisdiction in which the Property is located and whose client is the successful Buyer at the Auction and whose client completes the purchase of the Property(s). For more details regarding applicable commissions/referral fees, please visit the applicable Property’s web page at www.luxeaglobalauctions.com. Title to the Property(s) must be transferred and the client must pay the Purchase Price for the Property(s) for such commission/referral fee to be paid.

In order to be entitled to any commission/referral fee, the Real Estate Broker must:

- a. Register his or her client by completing and executing these Terms & Conditions in full.
- b. Submit this executed form via email to Luxea Global at INFO@Luxeaglobalauctions.com or directly to a Luxea Global representative, for receipt prior to 5:00 p.m. local time where the Property is located on the day before the scheduled Auction date. Luxea Global may, in its discretion, extend this deadline.
- c. Abide by these Auction Terms & Conditions.
- d. The Real Estate Broker’s client must close the purchase of the Property in accordance with the Purchase and Sale Contract.
- e. Comply with all applicable laws and regulations relating to broker duties and commissions.

Luxea Global is not acting in any capacity as an agent or broker for any Bidder. Luxea Global is not acting in any capacity as a broker for the seller. Please note the amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the client and broker.

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IF BIDDER IS REPRESENTED BY A SALES ASSOCIATE OR BROKER:

INITIALS

Sales Associate/Broker: _____

Email Address: _____ License Number: _____

Cellular Phone: _____ Work Phone: _____

Firm or Company: _____ Broker Number: _____

Company Address: _____

Bidder Signature

Date

ESCROW AGENT WIRE INSTRUCTIONS

*Must be received prior to 5:00 pm on the day
before the scheduled commencement of the Auction*

RETURN WIRE INSTRUCTIONS

Bank Name: _____

Phone/Contact: _____

Bank Address: _____

ABA Number: _____

Account Name: _____

Account No.: _____

Earnest Money Escrow Agreement (Non-Interest Bearing)

This Escrow Agreement is made effective as of the date of signature by and among _Escrow Agent Listed (referred to as “Company” or “Escrow Agent”) and _____ (“Bidder”).

Whereas, Bidder is a party to that certain bidder registration with Luxea Global Auctions dated _____, (“Bidder Registration”) and has agreed to deposit with Escrow Agent the bidder deposit amount indicated in the Bidder Registration (the “Bidder Deposit”); and

Whereas, Bidder has requested Escrow Agent to hold the amount indicated in the Bidder Registration, together with any additional deposits (collectively, the “Deposit”) in accordance with the provisions of this Escrow Agreement and the Bidder Registration.

Now, therefore, in consideration of the mutual promises set forth herein and other good and valuable consideration and the proposed issuance of a title policy by the Company, the parties agree as follows:

1. **Escrow Agent.** Bidder hereby appoints _Escrow Agent_, as escrow agent hereunder. The Deposit is hereby delivered to Escrow Agent, who by signing below, acknowledges its receipt of Bidder Deposit in the form of a wire transfer or check.

2. **Deposit.** Escrow Agent is authorized and directed to deposit the Bidder Deposit at into the Company’s general escrow account. The Deposit shall be subject to the rules, regulations, policies and procedures of said depository and the provisions of applicable law. The Deposit will not be invested.

3. **Release of Deposit.** Escrow Agent shall hold the Deposit until written release disbursement instructions are received from Bidder and Luxea Global Auctions. No disbursements will be made until the Deposit has been irrevocably credited to the account named in provision 2 of this Escrow Agreement.

4. **Reliance and Limitation of Liability.** The Escrow Agent may act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statements or assertions contained therein; and may assume the authorization of any person signing such writing. The Escrow Agent shall not be liable for any loss or damage resulting from:

- a. The default, error, action or omission of any party to this Escrow Agreement.
- b. Penalties, loss of principal or any delays in the withdrawal of funds, which may be imposed by the depository.
- c. Loss or impairments of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such a loss or impairment results from the failure,

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insolvency or suspension of the financial institution.

- d. Any levies by taxing authorities related to the Deposit.
- e. Any loss arising from the fact the Deposit exceeds the amount not insured by the Federal Deposit Insurance Corporation.
- f. The Escrow Agent's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court whether issued with or without jurisdiction and whether or not consequently vacated, modified, set aside or reversed.
- g. Any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.

5. Defaults, Non-performance and Disputes. If written notice of a default, non-performance or dispute is given to the Company by any party, the Company will promptly notify all other parties in writing in accordance with provision this Escrow Agreement. Ten days after proper notice by the Company as set forth herein, the Deposit will be released pursuant to the demand, unless contrary written instructions are received from any other party(ies) to the Escrow Agreement. If contrary written instructions are received by the Company prior to the expiration of ten days after proper notice, the Company will not disburse the Deposit until it receives a mutual written agreement of all parties to this Escrow Agreement or upon receipt of an appropriate final, non-appealable court order.

6. Resignation and Interpleader. The Escrow Agent may resign at any time. At the time of the resignation, the parties must appoint a successor escrow agent within 30 days. If none is appointed, the Company may petition a court of competent jurisdiction to appoint a successor escrow agent. In the event of a disagreement about the interpretation of this Escrow Agreement, the Company, may, in its sole discretion, file an action in interpleader or other court action to resolve the disagreement. All parties agree to (a) indemnify the Company for any and all attorneys' fees and costs expended, and (b) permit the Company to deduct from the Deposit any court costs and attorneys' fees reasonably incurred by the Company.

7. Notices, Demands and Communications. All notices, demands or other communications shall be in writing and given to the person(s) to whom the notice is directed, either by: (a) actual delivery at the addresses stated below, including a national overnight delivery service, which shall be deemed effective at the time of actual delivery; (b) certified mail, return receipt requested, addressed as stated below, posted and deposited with the U.S. Postal Service, which shall be deemed effective three business days after being so deposited; or (c) e-mail transmission to the e-mail address stated below, provided that there is simultaneous deposit of such notice with a national overnight delivery service addressed as stated below, which notice shall be deemed effective upon the earlier to occur of: (i) confirmation of receipt of the e-mail transmission; or (ii) actual delivery by the overnight delivery service.

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All notices, demands or other communications hereunder shall be addressed as follows:

If to Bidder: as disclosed in the Bidder Registration.

If to Luxea Global Auctions:

Nevada Office

Attn: _____

10845 Griffith Peak Drive

Las Vegas, NV 89135

If to Escrow Agent:

8. **Governing Law.** This Escrow Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

9. **Counterparts and Originals.** This Escrow Agreement may be executed in several counterparts, each of which shall be deemed an original and constitute one and the same instrument. Copies of this executed Escrow Agreement shall have the same effect as an original.

10. **Headings.** The headings are for reference only and shall not define or limit the terms of this Escrow Agreement.

11. **Entire Agreement.** These Terms & Conditions constitute the entire agreement between the parties to this agreement, including Bidder, regarding its subject matter and supersede and replace any and all prior or contemporaneous agreements between the parties regarding such subject matter.

12. **Dispute Resolution / Arbitration:** ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN OR AMONG THE PARTIES ARISING OUT OF THE RELATIONSHIP OF THE PARTIES, INCLUDING WITHOUT LIMITATION THIS AGREEMENT, SHALL BE RESOLVED BY SUBMITTING SUCH DISPUTE TO ARBITRATION BEFORE A MUTUALLY ACCEPTABLE ARBITRATOR WHO WILL RENDER A DECISION BINDING ON THE PARTIES WHICH CAN BE ENTERED AS A JUDGMENT IN COURT PURSUANT TO NRS 38.015, ET SEQ. SUCH BINDING ARBITRATION SHALL BE THE EXCLUSIVE REMEDY FOR RESOLUTION OF ANY AND ALL DISPUTES ARISING OUT OF THE RELATIONSHIP OF THE PARTIES, INCLUDING WITHOUT LIMITATION, THIS AGREEMENT. THE EXCLUSIVE VENUE FOR SUCH ARBITRATION SHALL BE CLARK COUNTY, NEVADA. THIS AGREEMENT SHALL BE INTERPRETED AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF NEVADA. IF ANY SUCH ARBITRATION IS INITIATED, THE SUCCESSFUL OR PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN CONNECTION WITH THE ARBITRATION, IN ADDITION TO ANY OTHER RELIEF TO WHICH THE PARTY MAY BE ENTITLED.

INITIALS CONSENTING TO DISPUTE RESOLUTION / ARBITRATION PROVISION:

BIDDER: _____

13. **Forum Selection Clause / Choice of Law:** The parties hereby agree that all disputes arising out of or among the parties or arising out of the relationship of the parties/signatories to this agreement, including without

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limitation, this agreement, shall be subject to the foregoing arbitration provision in paragraph 12 hereto, and that all such arbitration proceedings shall be filed and arbitrated in Clark County, Nevada. The parties agree that Clark County, Nevada, shall be the exclusive forum for resolution of any and all such disputes. In connection with the foregoing, the parties hereto irrevocably consent to the jurisdiction and venue of such court and expressly waive any claims or defenses of lack of jurisdiction of or proper venue by such court.

14. No Third-Party Beneficiary: This agreement is not intended to and shall not be construed to give any third party any interest or rights, including without limitation, any third party beneficiary rights, with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

15. Force Majeure: No party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement this date, _____ .

Bidder(s):

By: _____

Print Name: _____

Its: _____

Accepted:

Accepted: Luxea Global Auctions

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Registered bidders are asked to submit a bank letter along with the appropriate registration forms. Below is a sample format. The bank letter or another acceptable form from your bank must be provided on bank letterhead.

BANK LETTER

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[DATE]

Luxea Global Auctions, LLC.

Attn: _____

10845 Griffith Peak Drive

Las Vegas, NV 89135

RE: [BIDDER'S NAME]

Dear Sir/Madam:

As of today, [BIDDER NAME] has an available balance of [BALANCE] and has had an average balance of [BALANCE] over the past six months. This letter will serve as notification that [BIDDER'S NAME], between bank accounts and investments with [BANK'S NAME], has the ability to wire transfer from account number(s) [ACCOUNT NUMBER] to cover up to a purchase of [BID LIMIT]. Further, [BIDDER'S NAME] has had no instances of non-payment due to non-sufficient funds within the last year.

If further information is needed, please contact this office at [DIRECT LINE OF SIGNING OFFICER], and if I am not available, please contact [ALTERNATIVE BANK CONTACT] at [ALTERNATIVE PHONE NUMBER].

[BANK OFFICER SIGNATURE]

[BANK OFFICER NAME]

[DIRECT PHONE NUMBER]

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