



No-Broker Relationship Agreement

Acceptance of Terms - Legally Binding Agreement

Welcome to Vacatia.com (the "Website"), the website of Vacatia, Inc., a Delaware corporation ("Company," "we" or "us"). The following Seller Fee Payment and Participation Agreement ("Seller Agreement"), together with the Terms of Use, Privacy Policy and related documentation, govern your participation on the Website as a proposed seller of one or more of the following: (i) a timeshare estate, (ii) a timeshare use right, (iii) points in a points-based timeshare system, or (iv) any other shared ownership vacation property interest, each of which shall be referred to herein as a "Vacation Ownership Interest" or "VOI." By using the Website you accept and agree to be bound and abide by the terms and conditions of this Seller Agreement. In other words, this document becomes a legally binding agreement between you and us once you begin using the Website. If you do not agree to the terms and conditions of this Seller Agreement, you must not access or use the Website as a Seller of one or more VOIs.

By using this Website, and signing this agreement, you represent and warrant that you are 18 years of age or older and that you may legally enter into a binding contract. If you do not meet these requirements, you must not access or use the Website.

Changes to the Seller Agreement

We may revise and update this Seller Agreement from time to time in our sole and absolute discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction Section below will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website. Additionally, any transaction for which an escrow has already been opened shall be governed by the form of this agreement in effect at the time of the opening of such escrow notwithstanding any subsequent changes hereto prior to the closing of such escrow.

Your continued use of the Website following the posting of a revised Seller Agreement means that you accept and agree to the changes. You will be sent the revised and updated seller agreement by email so you are aware of any changes, as they are binding on you.

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Agreement to Pay Platform Fee

As a party advertising a Vacation Ownership Interest on the Website (whether as an owner, broker or agent – each a "Seller"), you agree to pay the Company the following amounts (each a "Platform Fee"), in the manner set forth below, in consideration for the advertising services provided by Company relative to each VOI sold through the Website:

There is no up-front cost for a seller to list; Vacatia does receive a success-based Platform Fee after the sale has been completed.

Platform fee is \$250 for any vacation ownership interest which sells for a price between \$0 to \$2,500.

Platform fee is \$500 for any vacation ownership interest which sells for a price between \$2,500.01 and above

Each Platform Fee shall be paid by the Seller to the Company upon the transfer of title at the close of escrow for the sale of his/her VOI, from the funds held in escrow. Seller agrees Seller shall timely execute any and all documentation reasonably required by the closing agent in order to effectuate such payment. Seller acknowledges and agrees that the applicable Platform Fee is due and owing the Company regardless of whether sale of the VOI is consummated with the Buyer or pursuant to any Developer's or Association's exercise of its right of first refusal to purchase the VOI.

Representations and Warranties

As a Seller advertising a Vacation Ownership Interest on the Website you hereby make the following representations and warranties, upon which Company does rely:

Compliance with Laws. Each Seller hereby represents and warrants that its sale of one or more Vacation Ownership Interests is being conducted in accordance with all applicable federal, state and local laws including any and all requirements to obtain, and timely deliver to Buyer, a timeshare public report, or functional equivalent thereof, from the applicable department of real estate or comparable agency.

Company Not a Broker. You understand that Vacatia is an information and advertising platform upon which third parties may post advertisements for the sale of VOIs, and that the Company's role is to maintain and support the platform. You understand that the Company is not a licensed real estate broker, licensed attorney or other licensed professional corporation, and does not engage in any activity for which a license is required. The Company makes

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referrals to professionals including, but not limited to, licensed real estate brokers, licensed attorneys, and title and closing agents, as and when necessary. The Company does not promote the sale of any specific VOI. Any use of the term "listing" on the Website refers solely to an advertisement posted by a Seller on the Website and does not connote any activities for which a real estate broker's license is required.

Seller Solely Responsible for All Representations. You understand that any and all advertisements appearing on the Website for the sale of one or more VOIs has been posted by you, the Seller of such VOI, and that you alone are solely responsible for the content of such advertisement and any and all representations contained therein. It is the sole responsibility of each Seller to properly classify the type of VOI advertised, and accurately describe all of the information relating thereto. You acknowledge that none of the Company, nor any of its officers, directors, employees, contractors or agents acting in their official capacity are responsible for the content posted on any advertisements regarding the sale of one or more VOIs. Unless otherwise agreed in a separate writing which by its terms specifically supersedes this document, we shall have no affirmative responsibility to verify, or obtain third-party verification of, the type of VOI set forth in any advertisement, nor verify, or obtain third-party verification, of any information regarding such interest or any other information set forth in any advertisement.

Company Not Responsible for Seller's Acts. We are not responsible for the representations, descriptions, depictions and/or photographs regarding any VOI, all of which are being provided by you or other, independent third parties, nor are we responsible for any of the acts or actions of any Seller or other Buyers, all of whom are independent third party actors.

Accepted Offers Constitute Non-Binding Expressions of Intent. When a Buyer clicks the "Submit Offer" button, the Buyer is expressing his or her non-binding intent to make an offer to enter into a binding purchase agreement with the Seller, which binding purchase agreement, when entered into by Buyer and Seller, will be consistent with the Buyer's expression of intent and contain other important terms and conditions. Company's only obligation is to ensure that the Website platform delivers the Buyer's expression of intent to the Seller and, thereafter, to refer such information to a third-party title and closing agent who will prepare the binding purchase agreement and close the transaction. Seller acknowledges that a binding and enforceable contract may not exist between the Buyer and Seller until such time both parties have signed the purchase agreement. Notwithstanding the foregoing, you understand and agree that the Company is not responsible for any acts of the Buyer, including, but not limited to, any breach of the purchase agreement by the Buyer with regard to the purchase of a VOI.

For Sellers Who Are Not a Real Estate Broker or Agent:

You are an individual who owns one or more Vacation Ownership Interests and desires to sell such interest(s); OR

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You are a principal (e.g. director, officer, partner, manager, member, etc.), employee or agent of a business entity that owns one or more Vacation Ownership Interests and desires to sell such interests, and you:

have been duly and lawfully authorized in writing by the required management personnel of such entity to act on the entity's behalf with regard to the purchase or sale of each VOI which is the subject of your transaction(s); AND

are at all times acting within the scope of the authority which you have been granted. For Sellers who are Real Estate Brokers:

You (or the corporation for whom you act as a broker/officer), hold a duly issued, validly existing and currently effective real estate broker's license, and are currently authorized to purchase and sell real property interests on behalf of third party clients in accordance with applicable laws;

You have been lawfully engaged to sell the Vacation Ownership Interest(s) for which you shall make any offer to sell; AND

You shall make any offer to sell one or Vacation Ownership Interests solely in accordance with the terms authorized by your client.

For Sellers who are Real Estate Agents / Non-broker Licensees:

You maintain a duly issued, validly existing and currently effective real estate agent's or salesperson's license, and are currently authorized to purchase and sell real property interests on behalf of third party clients in accordance with applicable laws;

You maintain the necessary legal affiliation with a duly licensed broker required of you by your licensing authority in order to legally promote the purchase or sale of Vacation Ownership Interests for another;

You have been lawfully engaged to sell the Vacation Ownership Interest(s) for which you shall make any offer to sell; AND

You shall make any offer to sell one or more Vacation Ownership Interest(s) solely in accordance with the terms authorized by your client.

Vacation Ownership Interests Already Listed By Another Person

We allow only one advertisement per specific VOI. There may be situations where more than one person believes they have the right to post a valid advertisement regarding the same VOI. We cannot, and will not attempt to, determine the validity of claims of competing Sellers. As such, it is the responsibility of each Seller to resolve the validity question prior to placing an advertisement on the Website. Any unauthorized posting of a VOI on the Website which is not resolved may result in revocation of the posting and suspension/revocation of posting privileges for the parties in question.

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Classification of VOI's and VOI Information.

It shall be the responsibility of the Seller to properly classify the type of VOI advertised, and accurately describe all of the information relating thereto, and, if necessary, obtain a legal opinion to determine the correct classification and information. By classifying and describing the VOI advertised, the Seller certifies that the advertisement falls under the classification designated and is described accurately. Unless otherwise agreed in a separate writing which by its terms specifically supersedes this document, we shall have no affirmative responsibility to verify, or obtain third-party verification of, the type of VOI set forth in any advertisement, nor to verify, or obtain third-party verification of, any information regarding such interest or any other information set forth in any advertisement. However, we shall have the right to have legal counsel make a determination as to the classification of the VOI type, or as to the accuracy of any information regarding a VOI, and if the Seller does not reclassify or edit accordingly, we shall have the right to reject or remove any such advertisement that we determine falsely represents the VOI.

Privacy of Information Exchanged

Seller acknowledges and agrees that any information exchanged between Seller and any prospective Buyer on the Website is available to the Company, and may be used solely in accordance with the terms of the Website Privacy Policy, as the same may be amended from time to time, unless otherwise directed by the party providing such information. Seller is also advised to be cautious regarding the direct exchange of identification and financial information outside of the oversight of a title and/or closing agent, and then, only after the Buyer's identification has been third-party verified.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND



SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Seller Agreement or your use of the Website, including, but not limited to, your proposed advertising activity, any use of the Website's content, services and products other than as expressly authorized in this Seller Agreement or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and this Seller Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, this Seller Agreement or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the County of Orange, although we retain the right to bring any suit, action or proceeding against you for breach of this Seller Agreement in your jurisdiction of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS SELLER AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

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Waiver and Severability

No waiver by the Company of any term or condition set forth in this Seller Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Seller Agreement shall not constitute a waiver of such right or provision.

If any provision of this Seller Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Seller Agreement will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, our Copyright Policy, this Seller Agreement and the Buyer Participation Agreement (as applicable), as well as any and all other documentation which may be referenced in any such documents from time to time, all as may be amended from time to time in Company's sole and absolute discretion, constitute the sole and entire agreement between you and Vacatia, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Vacatia, Inc., whose address is: 4630 S Kirkman Rd, 130 Orlando, FL 32811

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: help@vacatia.co,

_____ Seller Signature _____ Name

_____ Date \$ _____ Sale Price

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