

**SELLER'S AGREEMENT**

Seller:	Administrator: Cherokee Hybrid Markets, Inc.
Address:	Address: 1384 Broadway, Suite 906 New York, NY 10018 Attn: Vladimir Jelisavcic
Tel:	Tel: 212-259-4305
Email:	Email: vjel@cherokeecq.com

1. Seller wishes to list its Claim for sale on the website <https://claims-market.com/> ("Claims Market"). Capitalized terms not defined herein are defined in the Simple Assignment of Claim ("SAC"), the Simple Pass Through Assignment ("SPTA"), or Claims Market.

2. In consideration for the value of: listing its Claim on Claims Market, and administrative services to be performed by Administrator, Seller agrees:

- a. to offer its Claim at a Purchase Rate of \_\_\_\_\_% exclusively for sale on Claims Market for ten (10) business days beginning with the day the Seller's Claim appears on Claims Market;
- b. not to communicate with any Buyer, representative of a Buyer, or any entity seeking to purchase the Claim while Seller's Claim is listed on Claims Market;
- c. to indicate by a redline, any requested changes to the SAC or the SPTA; and
- d. to respond to any counter-offer from a Buyer on Purchase Rate, SAC terms, or SPTA terms within one (1) business day. Seller's response may be a repetition of Seller's initial Purchase Rate or terms, however, a response is required.

3. Seller and Administrator agree that emails may be used to clarify or modify: (a) this Seller's Agreement; (b) the Purchase Rate, (c) the SAC, or (d) the SPTA. Such emails evidencing an agreement to change terms shall be binding on both parties. Once decreased, the Purchase Rate cannot be increased.

4. Seller acknowledges and agrees that if a Buyer agrees to buy Seller's Claim at the Purchase Rate (either as stated in paragraph 2(a), or as modified in paragraph 3) such Buyer's agreement will: (a) constitute a binding agreement for Seller to sell its Claim to such Buyer; and (b) supersede the exclusivity period in paragraph 2(a). Seller also agrees to provide such Buyer with KYC/AML information as a condition to close the sale of its Claim.

5. Seller acknowledges that Administrator has entered into a Seller's Agreement (or other agreement) with each Seller whose claims are offered for sale on the Claim Market website granting the Administrator the exclusive right to list each such Seller's claim on Claims Market. Seller agrees that, without the prior written consent of Administrator, it will not disclose any information relating to any other Seller, except if required to do so by any law, court, or regulation. Seller agrees not to circumvent or interfere with Administrator's rights under any other Seller's Agreement (or any other agreement), or to buy any claim listed on Claims Market other than through Claims Market.

6. Seller and Administrator agree that any dispute, claim or controversy out of or relating to this Seller's Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be determined by arbitration. Such arbitration shall be determined: (a) in accordance with the Federal Arbitration Act to the fullest extent permitted by law or the law of the State of New York, if applicable; (b) only before and administered by JAMS (Judicial Arbitration and Mediation Services, Inc.) pursuant to its Comprehensive Arbitration Rules and Procedures; and (c) will be conducted in the City of New York before one arbitrator. Any judgment upon the award of the arbitrator may be entered in any state or federal court having jurisdiction thereover without further notice to the party against whom a decision is rendered. Seller and Administrator further acknowledge that: (i) arbitration is final and binding on the parties; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) pre-arbitration discovery is generally more limited than and different from court proceedings; (iv) the arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

7. Seller and Administrator agree that: (a) Administrator and its affiliates, officers, directors, employees, agents, partners, members and controlling entities ("Administrator Entities") shall have no liability to Seller; (b) the Administrator Entities make no representation or warranty whatsoever with respect to any Buyer, or any Debtor; and (c) Seller agrees it will not disparage or harm the reputation of Administrator.

Seller:

**CHEROKEE HYBRID MARKETS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Vladimir Jelisavcic  
Title: President  
Date: \_\_\_\_\_