

Exhibit A

DOMAIN NAME BROKERAGE AGREEMENT

Domain Name: (www.hh.com)

This Domain Name Brokerage Agreement is made by and between The Hecker Law Group ("Owner") having an address of 1925 Century Park East, Suite 2300, Los Angeles, CA, 90067 and James Booth ("Broker") having an address of 37 Tiaoqui Street, Manila, Philippines, is made and effective as of January 5, 2016 (The "effective date").

WHEREAS, Owner is the owner of the domain name **www.hh.com** ("Domain Name").

WHEREAS, Owner desires to engage Broker, and Broker desires to be engaged by Owner, to work exclusively on Owner's behalf in assisting Owner in procuring a buyer for Owner's Domain Name and for facilitating the sale of the Domain Name.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- I. DEFINITIONS.** The following terms shall have the meanings specified in this section I. Certain other terms are defined in the text of this Agreement and throughout this Agreement, and those terms shall have the meanings respectively assigned to them.
 - a. **"Minimum Sale Price"** means the minimum amount that the Owner will accept as the net amount Owner receives for the sale of the Domain Name, which is \$4,300,000.00 USD. Broker agrees to keep this, and all pricing information, strictly confidential.
 - b. **"Sale Price"** means the actual selling price of the Domain Name (whether the Minimum Sale Price or a greater amount), not including the Broker's Fee.
 - c. **"Broker's Fee"** means a fee of 10% of the Sale Price, which is added on top of the Sale Price by Broker for payment by the Buyer. Thus, for example, if the Sale Price is \$4,500,000.00 USD, the Broker Fee owed to the Broker by the Buyer is \$450,000.00. Broker shall be entitled to the Broker's fee if a sale of the Domain Name is consummated with a buyer that was procured by Broker during the term of this agreement, whether such sale is consummated during the term or thereafter.
- II. ENGAGEMENT.**
 - 2.1 Appointment.** Owner appoints Broker and grants to Broker during the term of this Agreement (as defined in Section 2.2), the sole and exclusive right to act as Owner's sales agent for the purpose of identifying potential purchasers for the Domain Name, and for negotiating the terms of sale of the Domain Name, and taking all necessary steps to successfully effectuate and conclude the sale of the Domain Name (Collectively, the "Services").
 - 2.2 Term.** This agreement shall commence on the effective date and shall continue for the period of 90 days from effective date. (The "Term"). Either party may terminate this agreement ten (10) days prior to the expiration of the Term. In addition either party may terminate this agreement: (a) in the event of the other party breaches any of its covenants, agreements, representations or

warranties contained herein and such breach is not cured within 10 (ten) days following written notice of breach from the non-breaching party; and (b) immediately in the event that any bankruptcy, insolvency, liquidation, dissolution or similar action or proceeding is instituted or commenced in by the other party.

III. EXCLUSIVITY, COOPERATION, DISCLOSURES.

3.1 Cooperation; Exclusivity. Owner shall cooperate with Broker in effecting a sale of the Domain Name by, among other things: (a) Being reasonably available to discuss offers for sale received by Broker; and (b) reasonably and promptly responding (by acceptance, rejection, counter offer, or other appropriate action) to all offers for sale and associated terms of a prospective sale agreement to which a response by Owner is necessary or required to advance and effectuate the negotiation of any sale.

3.2 Disclosures. Upon request, Owner shall reasonably provide to Broker all information in its possession regarding the Domain Name, ownership of the Domain Name, and registration or use of the Domain Name (the "Domain Name Information"). Owner represents and warrants that the Domain Name Information that it provides to Broker is true and correct to the best of his knowledge. Unless otherwise directed by Owner in writing, Owner agrees that Broker is authorized to disclose Domain Name Information to prospective purchasers of the Domain Name.

IV. COMMISSIONS.

4.1 Commissions. Upon the consummation of a sale of the Domain Name, Owner agrees that Broker can add the Broker Fee of 10% to the Sale Price. Thus, (1) the Owner receives the Sale Price and (2) the Broker receives an amount that is added to the Sale Price of 10% of the Sale Price which is paid to Broker by the Buyer of the Domain Name.

V. ADDITIONAL TERMS AND CONDITIONS.

5.1 Disclosure of prospective buyers and other brokers: During the term hereof, if Owner is contacted by prospective buyers or other Brokers concerning the Sale of the Domain Name, Owner agrees to identify such potential buyers or brokers to Broker, along with the contact information that Owner may have for such prospective buyers or brokers, so that Broker may have the opportunity to negotiate the sale of the Domain name with those prospective buyers or buyer brokers. Owner agrees to provide Broker with any information and copies of communications received from third party brokers during the term of this agreement.

Broker agrees to cooperate with third party brokers who may have prospective buyers for the Domain Name, so as to maximize the opportunity to obtain the highest possible Sale Price for the Domain Name. Broker agrees to negotiate in good faith a suitable sharing of its Broker's Fee with such third party brokers, so that such third party brokers may participate and be incentivized to participate with Broker in securing the most capable buyer at the greatest possible Sale Price for the Domain Name.

5.2 Third Party Escrow Agent. Pursuant to the sale of the Domain Name: (1) all right, title and interest in and to the Domain Name will be transferred to the Buyer, (2) the Sales Price will be

transferred to Owner (or to such entity and/or bank account as may be designated by Owner) and (3) the Broker's Fee will be paid to Broker by the Buyer. The consummation of the transaction shall occur pursuant to a suitable sale and escrow agreement and escrow instructions acceptable to Owner. A third party escrow agent acceptable to Owner will be engaged to effectuate that sale transaction for the Domain name.

5.3 Bona Fide Offer and Suitable Terms and Conditions: Owner agrees to proceed with the sale of the Domain Name if Broker presents a bona fide offer equal to or exceeding the Minimum Sale Price, and pursuant to an agreement negotiated and entered into between Owner and buyer that includes terms and conditions of sale suitable to Owner in his sole discretion (such as, by way of example but not limitation, timing of consummation of sale, redirection and/or notice of domain name change of Seller, and limitations on certain uses of the Domain name.)

5.4 Governing Law: This agreement is made under and shall be governed by and interpreted in accordance with the laws of the State of California, USA, and the parties agree and stipulate to personal jurisdiction, subject matter jurisdiction and venue in Los Angeles, California.

5.5 Counterparts/Fax. This Agreement may be signed in counterparts. Signed counterparts of this Agreement transmitted via Fax are equivalent to a signed original of this Agreement.

5.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, covenants, promises, conditions, undertakings, inducements, representations, warranties, and negotiations, express or implied, oral or written, between the parties, with respect to the subject matter hereof. Except as otherwise provided or contemplated by this Agreement, this Agreement shall not be amended except by a writing signed by both parties.

IN WITNESS WHEREOF, Owner and Broker have executed this agreement below by their duly authorized representatives.

OWNER:


BY: Gary A. Hecker

Date: January 6, 2016

Phone: 310-286-0377

Email: ghecker@hh.com

BROKER:


BY: James Booth

Date: January 6, 2016

Phone: +639152029874

Email: James@Booth.com