REGISTRAR ACCREDITATION AGREEMENT

CO.NL B.V. |
Moezel 3 – 2491 CV Den Haag |
tel: 0031 (0) 20 760 8195 |
email: support@domain.co.nl |
web: www.domain.co.nl |

Contents

CO.NL B.V. |
Moezel 3 – 2491 CV Den Haag |
tel: 0031 (0) 20 760 8195 |
email: support@domain.co.nl |
web: www.domain.co.nl |

This Registrar Accreditation Agreement (including, without limitation, the Exhibits and all other attachments, annexes, appendices and similar documents attached hereto or incorporated herein by reference, this "Agreement"), dated_____, and effective from_____,

is by and between, CO.NL B.V Doing Business As "The .co.nl Operator" (herein referenced as "the Operator") having its main place of business at Moezel 3, 2491 CV Den Haag, the Netherlands and represented by, its General Manager, Wirendra Ramdjielal

And

_____, having its main place of business at _____

_____

(herein referenced as the "Registrar") represented by_____, its _____
who certifies he/she has the legal authority and necessary power to enter into and execute this Agreement.

(Or collectively "the Parties")

Recitals

WHEREAS CO.NL B.V acts as the Operator and allows strings of characters to be registered as a prefix to domain names registered and/or managed by the Operator and as defined in Exhibit 2 herein. (individually referred to the "Extension" or collectively to the "Extensions")

WHEREAS, the Operator seeks multiple partners to provide Internet domain name registration services for the Extensions;

WHEREAS, the Registrar wishes to make its customers benefit from new identities on the Internet by acting as Registrar for domain names registered under the Extensions.

in witness thereof the Parties, have agreed:

Article 1: Definitions

-        "The "Effective Date" - shall be the date stated to be the effective date in the first paragraph of this Agreement.

-        "Domain Name" or "Registered Name" - refers to a string of character under one of the Extensions registered in the CO.NL database in order for a server to be reachable on the Internet and which can be used for a variety of purposes including but not limited to Web services or E-Mail.

-        "Operator Database"- a list comprised of data about one or more Domain Names including the string of character used, one of the Extensions, the name of the holder, the Registrar, the name servers, and, if applicable, the IP address which the Domain Name points to.

-        " Zone-File Data" means all data contained in a DNS zone file for the Operator, or for any subdomain for which Operator Services are provided and that contains Registered Names, as provided to name servers on the Internet

-        "Accredited Registrar" means an entity selected by the Provider to serve as a Registrar for the registration of Domain Names.

-        "Registrar Services": means services provided by a Registrar in connection with Domain name ending with one of the Extensions, and includes contracting with Registrant, collecting registration data about the Registrant, providing customer support to the Registrant and submitting registration information for entry in the Operator Database.

-        "Registered Name Holder" or "Registrant" - means a person or entity that has entered into an Agreement, formally or informally, with a Registrar with the intent to register a Domain Name under one of the Extensions.

-        "DNS"- means the Internet Domain Name System.

-        'The Site' or "the Website" – means the website accessible under the address http://www.domain.co.nl

-        'IP Address' - a numeric address used for addressing a computer on the internet.

-        'Name Servers' – computers that provide specific translation information in the domain name system

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- 'ADR policy', 'ADR procedure' – means the policy and procedure of the dispute resolution service applicable to the Extensions, that can be used by a third party when it disagrees with a Domain Name Registration.

- 'Charter'- means the terms and conditions applicable to the registration and/or management of Domain Names under the Extensions.

- 'Personal Data' - any information about an identifiable living person (for example, your name, address or phone number).

- "Confidential Information" - means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential and also information which due to its content and nature the parties have agreed to have treated confidential whether or not so marked.

- The "Gateway Platform" - means the platform that allows the Registrars to offer the registration of Domain Names to their respective customers through the Registration System

- The "Registrar Tool Kit" - comprises the items described in Section 1 of Exhibit A, as well as updates, modifications, redesigns, clarifications, or explanations thereof distributed from time to time by the Operator.

- "Operator Services"- means services provided as an integral part of the operation of the Extensions, as defined in the Registrar Agreement, and as may be amended from time to time by the Operator.

- The "Sunrise Period" - means the registration period designed to provide qualified trademark and service mark owners an opportunity to register their respective Trademarks and Service marks, in an equitable process, prior to the registration period for the General Public and subject to the Charter as defined in the Sunrise Rules, Polices and Procedures as outlined on the Website.

- The "General Registration Period" - means the period whereby Registrants may register a Domain Name under the applicable Extension on a first come first serve basis without any prior right nor restriction.

- The "Premium Name Allocation Process" - means the allocation of names subject to the terms,

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rules and conditions associated with the Premium Name List as outlined on the Website

- The "Premium Name List" - means the list of Domain Names the Operator has reserved in connection with a defined set of criteria as outlined on the Website and that will be allocated under the Premium Name Allocation Process.

Article 2: The Service

The purpose of this Registrar Agreement ("the Agreement") is to determine under which conditions the Operator will accredit the Registrar to allow the registration by its customers of one or more Domain Names, under the Extensions, through the Registration System and according to the applicable Charter as outlined in Exhibits 2 of this Agreement as well as on the relevant web pages of the Website.

Article: 3 Obligation of the Operator

3.1 Accreditation.

Under this Accreditation Agreement, the Operator will hereby accredit the other Party to act as a Registrar (including to insert and renew registration of Registered Names in the Operator Database) for Domain Names.

3.2 Grant of use of Domain Names and Site content.

The Operator hereby grants to the Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Accreditation Agreement (a) to state that they are accredited by the Operator for the registration of Domain Names under the Extensions and (b) to link to pages and documents within the Website. No other use of Operator's name or Website is licensed hereby. This license may not be assigned or sublicensed by the Registrar.

3.3 Provide a Registrar Tool Kit.

The Operator shall provide and license to the Registrar a copy of the Registrar Tool Kit, including sufficient technical specifications to reasonably permit the Registrar to interface with the Gateway Platform and employ its features that are available to Registrars.

3.4 Engineering and Customer Service Support.

The Operator shall provide the Registrar with engineering and customer service support between 10 am and 5 pm CET, from Monday to Friday, excluding Dutch National Holidays.

3.5 System modifications.

The Operator may from time to time modify either software, materials, or documentation licensed hereunder that may modify, revise, diminish, or augment the features of the Operator System. The Operator will use commercially reasonable efforts to provide the Registrar with at least thirty days (90) notice prior to the implementation of any material changes to the Gateway Platform, or software licensed hereunder, but it cannot guarantee that such a thirty-day period will be always feasible.

3.6 Handling of Personal Data.

The Operator shall notify the Registrar of the purposes for which Personal Data submitted to the Operator by the Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars.

Article: 4 Obligations of the Registrar

4.1 Obligations to Provide Registrar Services.

During the Term of this Accreditation Agreement, the Registrar agrees that it will operate as a Registrar for Domain Names under the Extensions. Additionally, the Registrar understands and accepts that the Operator may broaden or narrow the number of Extension of its offering. The Registrar commits to offer domain name registration services to its customers for every new Extension that the Operator will append to its offering.

4.2 Registrar's site

The Registrar will place on the first web page at which registrants can register Domain Names under the Extensions a "CO.NL Accredited Registrar" logo to be supplied by the Operator.

4.3 Submission of Registered Name Holder Data to Operator.

4.3.1 As part of its registration of Domain Names the Registrar shall submit to, or shall place in the Operator Database the following data elements:

- The series of characters including the Extension under which they are being registered;

- The IP addresses of the primary name server and secondary name server(s) for the Registered Name;

- The corresponding names of those name servers;

- Unless automatically generated by the Operator System, the identity of the Registrar;

- Unless automatically generated by the Operator System, the expiration date of the registration; and

- Any other data, as long the Operator requires it to be submitted, including specifically, the data elements listed in this Article 4.3, as well as information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.).

4.3.2 Within five (5) business days after receiving any updates from the Registered Name Holder to the data elements required to be submitted to the Operator listed above for any Registered Name, the Registrar shall submit the updated data elements to, or shall place those elements in the Operator Database.

4.3.3 In order to allow the reconstitution of the Operator Database in the event of an unrecoverable technical failure, within ten (10) days of a request by the Operator, the Registrar shall submit an electronic database containing the data elements required to be submitted to the Operator listed in Section above for all active records as well as all information collected for compliance with an applicable "Sunrise" process in a format specified by the Operator.

4.4 Communication with Registered Name Holder.

The Registrar shall not communicate any information to a Registrant which is inconsistent or otherwise not in compliance with the terms of this Agreement. The Registrar shall facilitate the Operator communication with Registered Name Holder (e.g., for request(s) for additional information regarding compliance requirements) on the Operator request whether for performance or promotion of the Operator Services or other services, or in application of a Policy or of a law enforcement or a court order.

4.5 Registrar Responsibility for Customer Support.

Under the Agreement, the Registrar agrees to provide such customer support as is reasonably needed to receive, accept, and process registrations from qualified entities and individuals desiring to become Domain Names Holders, and to receive, accept, and process orders for cancellation, deletion or transfer of Registered Names. Throughout the term of their registration, the Registrar shall provide Registered Name Holders reasonable customer service (including domain name record support) and billing and technical support. In addition, the Registrar will reasonably cooperate with the Operator in marketing campaigns or community outreach programs that the Operator may commence from time to time.

4.6 Registrar's Registration Agreement.

At all times while the Registrar is managing the registration of any Registered Name within the Operator System, the Registrar shall have in effect an electronic or paper registration Agreement with the Registered Name Holder sufficient to bind such Holder and shall be able to produce it to the Operator, under reasonable request.

4.7 Indemnification Required of Registered Name Holders.

The Registrar's registration Agreement with each Registered Name Holder shall bear obligation for such Registered Name Holder to indemnify, using the form of indemnification set forth in the Operator Policies, defend and hold harmless the Operator against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use. The registration Agreement shall further require that this indemnification obligation survives the termination or expiration of the registration Agreement.

4.8 Compliance with Charter.

In the course of its Agreement with the Operator, the Registrar shall ensure the Registered Name Holder does abide with the Charters terms attached as Exhibit 2 and in particular that the Holder will:

4.8.1 Follow operational standards, policies, procedures, and practices applicable to the Extensions, established from time to time by the Operator as Operator Policies, applicable to all Registrars and/or Registered Name Holders, and consistent with the Registrar Agreement shall be effective upon thirty (30) days notice by the Operator to the Registrar;

4.8.2 Consent to the use and other applicable processing of its Personal Data by the Operator in a manner consistent with the purposes specified pursuant to Article 4.7 and with relevant mandatory local data protection, laws and privacy;

4.8.3 Agree to be bound by the Charters, including without limitation rules governing the Sunrise Period, the Sunrise Dispute Resolution Policies, the Premium Name Allocation Processes, and the General Registration Periods.

4.8.4 Acknowledge that the Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Grandfather Periods, the Sunrise Periods, the Sunrise Dispute Resolution Policies, the Premium Name Allocation Processes, and the General Registration Periods including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launches or over a Sunrise Registration.

4.9 License

As a part of this accreditation the Operator will grant the Registrar a limited, non-exclusive, non-transferable and non-assignable license to access the Gateway Platform to the Registrar for purposes pursuant to registration of domain names under the extensions provided for Registration by the Operator.

Such use is subject to the provisions of Clause 6, "Acceptable Use of the Gateway Platform" of this Agreement. Pursuant to this license, the Registrar agrees not to alter or modify the Gateway Platform, nor create any plug-in or enhancement which uses or relies upon the Gateway Platform.

The license is granted to the Registrar under specific conditions outlined in Exhibit 1 of this Agreement.

Article: 5 Use of the Gateway Platform

The Registrar agrees to use the Gateway Platform only to perform operations in the way described in Exhibit 1 of this Agreement. The Registrar understands that the relevant and up-to-date technical specifications are always accessible at http://www.domain.co.nl and that he should check this page regularly before using the Gateway Platform.

5.1. Acceptable Use of the Gateway Platform

The Registrar understands that Domain Name Registration is the core business of the Operator and agrees NOT to use the Gateway Platform for any purpose that is unlawful or prohibited by the Terms. In particular the Registrar agrees not to use the Gateway Platform, directly, indirectly or following instructions from the Customers, in any way that could be detrimental to the Operator' business, customers, officers or employees, including but not limited to:

-        Register or facilitate the registration of a Domain Name that infringes copyright, intellectual property or any other right of a third party.

-        Registrar represents to the Operator that its Customers have acknowledged the Charter Terms.

-        Use the Gateway Platform to perform an unreasonable number of operations on the Registration System in a limited time ("hammering").

Article: 6 Term

The Agreement is valid for a year upon execution ("the Term"). Unless terminated as stipulated in Clause 7 of this Agreement, the Agreement will be deemed tacitly renewed for another period of one (1) year.

Article: 7 Termination of the Agreement

The Agreement shall be deemed terminated before the Term in case of:

7.1 Termination for cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other party, then the non- breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination, with such date not being earlier than the date such notice is provided.

7.2 Termination at option of the Registrar. Registrar may terminate this Agreement at any time by giving The Operator sixty (60) days written notice of termination at any time for any reason

7.3 Termination of Accreditation Agreement by the Operator. This Accreditation Agreement may be terminated before its expiration by the Operator, in any of the following circumstances:

7.3.1 In case of a material misrepresentation, material inaccuracy, or materially misleading statement in the Registrar's application for accreditation or any material accompanying the application.

7.3.2 In cases where the Registrar is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that the Operator reasonably deems as the substantive equivalent of those offenses; or

7.3.3 In cases where an officer or director of the Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that the Operator deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.

7.3.4 The Registrar fails to cure any breach of this Accreditation Agreement within fifteen (15) business days after the Operator gives the Registrar notice of the breach.

7.3.5 The Registrar continues acting in a manner that the Operator has reasonably determined endangers the stability or operational integrity of the Internet or the Operator System after receiving three (3) days notice of that determination.

7.4 Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

Article: 8 Non-Payment of Fees.

The Registrar's timely payment of Fees is a material condition of the Registrar's obligations under this Agreement. In the event that the Registrar fails to pay its Fees within five (5) days of the date when due, the Operator may, in its sole discretion: (i) stop accepting new initial or renewal registrations from the Registrar; (ii) delete the domain names associated with unpaid invoices from the Operator Database; (iii) give written notice of termination of this Agreement pursuant to Article 7; and/or (iv) pursue any other remedy under this Agreement.

Article: 9 Breach of Contract

The Agreement shall be deemed irrevocably breached in the event where a Fundamental Breach occurs. Under such circumstances, the Registrar shall pay penalties to the Operator in the amount of €1500 (one thousand and five hundred euro).

The Agreement shall also be deemed terminated for a breach of any obligations within this Agreement by either party, upon thirty (30) day written notice, unless such breach is cured within such time.

Contractual Termination under the above circumstances shall not preclude the Operator from further legal action against the Registrar to expunge its grief.

Article: 10 Effect of Termination

Upon the expiration or termination of this Agreement for any reason:

- The Operator will complete the registration of all domain names processed by the Registrar prior

to the effective date of such expiration or termination, provided that the Registrar's payments to the Operator for Fees are current.

- The Registrar shall immediately transfer its management of Registered Names to another accredited Registrar.

- All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

- All Fees owing to the Operator shall become immediately due and payable.

- In the event of pending or actual termination in accordance with the provisions of Articles 7.1, 7.2, or 7.3, the Operator reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other accredited Registrars.

Article: 11 Intellectual Property

The present Agreement shall not grant the Registrar any specific right on the Operator' Intellectual Property, and in particular:

- The Registrar will not (i) use, register, reproduce, sublicense, distribute or dispose of any of the intellectual property rights; (ii) alter, create derivative works of, edit, modify or revise intellectual property rights; (iii) reverse engineer, reverse compile, or disassemble intellectual property rights in whole or in part; (iv) rent, lease, loan, electronically transfer or otherwise make available intellectual property rights to a third party; nor (v) permit any other person or entity to do any of the foregoing.

- Use of the Operator logo(s) and trademark(s) whether on the Registrar's web site or in any marketing document is subject to specific written approval and instructions from the Operator.

Article: 12 Fees

The Registrar also agrees to pay the relevant Registration Fees, as specified in Exhibit 1 of this Agreement, for any and all Domain Names registered by the Registrar in the Registration System, for itself or for its Customers, whether using the Gateway Platform or not.

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Registration of Domain Names under this Agreement is subject to a prepayment by the Registrar of a sum specified in Exhibit 1 of this Agreement, in order to cover the registration fees to be collected ("the Prepaid Sum").

At all times for the duration of the Agreement, once all the Prepaid Sum has been used to cover for fees attached to registrations made through the Operator services, the Registrar agrees to pay the Operator a Prepaid Sum of the same amount to cover for additional registrations to be made in the course of the Agreement.

Payment of the Prepaid Sum should be made by wire transfer, payable to the Operator at the bank details contained in Exhibit 6 of this Agreement.

Article: 13 No warranty

The Registrar understands and agrees that the Operator provides access to the Gateway Platform "as is" and on an "as available" basis without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

The Registrar understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Gateway Platform is done at its own discretion and risk and that it will be solely responsible for any damage to its computer system or loss of data that results from the download of such material and/or data. The Operator makes no warranty regarding any transactions entered into through the Gateway Platform. No advice or information, whether oral or written, obtained by the Registrar from the Operator or through the course of the Agreement shall create any warranty not expressly made herein.

Article: 14 Indemnification

The Registrar agrees to defend, indemnify and hold the Operator and all of its respective current and former officers, directors, members, shareholders, agents, and employees harmless from any claims, losses, damages, causes of action, liabilities and expenses (including attorneys and other professionals' fees) related to or arising out of acts or omissions of the Registrar's employees, directors, shareholders, members, officers, agents, subsidiaries, affiliates, and Customers and/or breach of any of the foregoing

representations and warranties including but not limited to the provisions outlined in Clause "Acceptable Use of the Gateway Platform" of this Agreement.

Article: 15 Force Majeure

In the event where the Operator is prevented from performing, or unable to perform, its obligations or more generally grant access to the Registration Service due to earthquake, flood, fire, storm, natural disaster, an act of God, or more generally any cause beyond its reasonable control, the Operator's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

Article: 16 Severability

Should any term or provision of this Agreement be declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

Article: 17 Relationship of the Parties

Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

Article: 18 Waiver

Failure from the Operator to require performance by the Registrar of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Article: 19 Amending the Agreement

Both Parties agree that the Agreement needs to have an easy evolution process. To that end, it will possible to modify Exhibit 1 of this Agreement providing both parties agree to it in writing, by an exchange of signed faxes using the contact details provided in Exhibit 3.

Article: 20 Confidentiality

The Registrar acknowledges that in connection with this Agreement it will have access to certain confidential and proprietary information of the Operator ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the Registrar as being treated by the Operator as confidential. The Registrar agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the Operator, and to accord to such information the same standards and protections that it uses to protect its own confidential business information. The Registrar shall limit dissemination of Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and now have been informed of an obligation to maintain confidentiality. Except for Confidential Information necessary to performance of obligations or exercise of rights under this Agreement, materials or documents containing Confidential Information will be returned to the Operator promptly following written requests thereof. Confidential Information will not include information: (i) that is now or becomes generally available to the public through no fault or breach by the Registrar; (ii) that the Registrar can document was already known to it prior to disclosure by the Operator; (iii) that was independently developed by the Registrar without use of any of the Operator' Confidential Information; and (iv) that the Registrar rightly obtained from a third-party who had the right to transfer or disclose it. If the Registrar is subpoenaed or ordered by any court of governmental agency to disclose Confidential Information, it will provide prompt written notice to the Operator so as to allow the Operator to seek a protective order to protect the confidentiality of such information.

Article: 21 LIMITATION OF LIABILITY:

THE PROVIDER WILL NOT BE LIABLE FOR ANY (a) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEB SITE(S); (b) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION, WITH ERROR OR OTHER MODIFICATION; OR (c) EVENTS BEYOND REASONABLE CONTROL. ALSO, THE PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, OR OTHERWISE, EVEN IF THE REGISTRAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES MAY NOT ALLOW SUCH A BROAD EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, AS CONTAINED HEREIN; IN SUCH STATES, THE LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE PROVIDER' MAXIMUM

AGGREGATE LIABILITY EXCEED AMOUNTS PAID BY THE REGISTRAR OVER THE PAST TWELVE (12) MONTHS.

Article: 22 Notice

Notice shall be sufficiently given only if in writing and transmitted by facsimile to the party's facsimile number, delivered personally or by an internationally recognized courier service, or mailed by prepaid registered mail addressed to the party for whom it is intended, at the address noted on the first page hereof provided that either party may notify the other in writing of a change in such party's address and/or facsimile number for the purposes hereof.

Article: 23 Assignment

Neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void and may result in this Agreement being void. In the event of a sale of substantially all the assets or stock of the Company, or a merger of the Company, no consent is needed to assign this Agreement.

Article: 24 Non-exclusivity

The rights granted to the Registrar under this Agreement are non-exclusive, and either party may work on its own or with other providers for the registration services.

Article: 25 Entire Agreement

This Agreement including all exhibits attached constitutes the entire Agreement between the Registrar and the Operator concerning the object thereof, and supersedes all prior statements, whether oral or written, representations, discussions, negotiations and Agreements, by phone, e-mail, and instant messaging,

Article: 26 Applicable Law

The Agreement is subject to the Law of the Netherlands. The Registrar and the Operator agree that any dispute arising in context of the Agreement shall be dealt with by the relevant Amsterdam Courts.

Signed in ....   On ....

the Operator

W. Ramdjielal   [Name]

General Manager   [Title]

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Exhibit 1

Specific License Conditions

The purpose of the exhibit is to determine the specific conditions under which the Operator will grant The Registrar the right to access the Gateway Platform under the Agreement signed by both parties on , _____("the General Agreement")

A.   Scope of Registration

Under the Agreement, the Registrar will be able to access the Gateway Platform to Register and manage Domain Names under the Extensions.

B.   Fees

The Registrar agrees to pay the Operator a Prepaid Sum to cover for the Registration fees of the Domain names registered using the Gateway Platform..

The Prepaid Sum is established at €1000,00 (one thousand Euros)

1. Domain-Name Initial Registration Fee

The Operator will charge a fee per year for each Domain Name as set forth in the Operator Price List, as amended from time to time (the "Price List"). The Price List, and any amendments to thereto, will be available to the Registrar at http://www.domain.co.nl

The Price List may include the most recent prices for the Domain Name services offered to the Registrar, including, but not limited to; (i) the price per Domain Name during the Sunrise Period, (ii) the price per Domain Name during the General Registration Period, and (iii) any promotions, incentives and opportunities afforded to Registrars pertaining to the sale of a Domain Name

The Price List is subject to change at any time and all Initial Registration Fees shall be paid in full by the Registrar at the time of Registration.

2. Domain-Name Renewal Fee

Registrar shall pay a fee per year for each domain name registration renewal (the "Renewal Fee"). The Renewal Fee shall be paid in full by Registrar at the time of renewal.

3. Fees for Registrar Transfers of Domain-Name Registrations

Where the management of a Domain Name is transferred from one accredited Registrar to another accredited Registrar, the receiving Registrar is required to secure a one year renewal for the name. In connection with that extension, the Registrar shall pay a Renewal Fee. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the accredited Registrar receiving management of the domain name.

4. Bulk Transfer Fee

For a bulk transfer approved under Part B of the Transfer Policy, the Operator will charge the gaining Registrar €0.25 per name. Bulk Transfer requires a minimum of €300.

Exhibit 2

Domain Name Extensions Charters

The Registrar agrees to refer its Customers to the latest version of the Charters always accessible at the following address.

.CO.NL   Charter: http://domain.co.nl/en/domain-name-charter

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Exhibit 3

Points of Contact and Login Information for the Registrar

Registrar's Contact Details

Name:

Acting as the Registrar's

Email Address

Direct Phone Number

Cell Phone Number

Fax number

Instant Messaging ID

Login Information

Login:

Password:

IP Address from which
the Gateway Platform
will be accessed:

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Exhibit 4 Technical Information on the Gateway Platform

The relevant and up-to-date information is always accessible at http://www.domain.co.nl

Exhibit 5

The Operator Bank Information

Payments to be made to The Operator should be addressed by wire transfer to the following bank account:

- Bank name: ING Bank
- IBAN number: NL66INGB0006165413
- Bank Identification Code: INGBNL2A