

ASSIGNMENT AND ASSUMPTION AGREEMENT

.BIO .SKI .ARCHI Registry Agreements

This Assignment and Assumption of the .BIO .SKI .ARCHI Registry Agreements ("Assignment and Assumption Agreement") is entered into as of 31 March 2017 (the "Effective Date") by and between Starting Dot Limited, an Irish private limited company having its registered office at 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland ("StartingDot") and Afilias plc, an Irish public limited company having its registered office at 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland ("PLC"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. StartingDot is a party to certain Registry Agreements by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation ("ICANN") entered into 6 March 2014 for the .BIO top level domain, 9 April 2015 for the .SKI top level domain and 6 February 2014 for the .ARCHI top level domain (the "Registry Agreements").

B. StartingDot is a direct and wholly-owned subsidiary of PLC.

C. Pursuant to Section 7.5(f)(iii) of the Registry Agreement, StartingDot may assign the Registry Agreements without the consent of ICANN directly to PLC.

D. StartingDot hereby desires to assign its rights and obligations under the Registry Agreements to PLC, and PLC hereby desires to assume StartingDot's rights and obligations under the Registry Agreements via assignment, pursuant to the terms and conditions of this Assignment and Assumption Agreement.

AGREEMENT

In consideration of the mutual promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. StartingDot hereby assigns, transfers, and conveys to PLC all of StartingDot's rights, obligations, title, and interest in and to the Registry Agreements.

2. PLC hereby accepts the assignment of the Registry Agreements and assumes all liabilities of StartingDot relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of StartingDot under the Registry Agreements including the carrying on of the trade of exploiting and managing the .BIO .SKI .ARCHI top level domains from and after the Effective Date.

3. The Parties hereby agree that PLC shall be substituted for StartingDot as the Registry Operator for all purposes of the Registry Agreements.

4. The Parties hereby acknowledge that ICANN has not waived any rights ICANN may have to take action with respect to the performance of covenants, obligations and agreements of StartingDot under the Registry Agreements prior to the Effective Date or any breaches of the Registry Agreements by StartingDot occurring prior to the Effective Date.

5. Each Party shall, upon the reasonable request of the other Party, make, execute, acknowledge, and deliver any and all further documents and instruments, and do and cause to be done all such further acts, to evidence and/or in any manner perfect StartingDot's assignment of the Registry Agreements to PLC pursuant to this Agreement.

6. ICANN shall constitute a third party beneficiary of this Assignment and Assumption Agreement.

7. This Assignment and Assumption Agreement shall be a contract made under and governed by the internal laws of the State of California.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date first stated above.

STARTING DOT LIMITED

By:

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Name: Huw Spiers

Title: Director

AFILIAS PLC

By:

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Name: Huw Spiers

Title: Chief Financial Officer