

## ASSIGNMENT AND ASSUMPTION AGREEMENT

### .country Registry Agreement

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** of the .country Registry Agreement ("Assignment and Assumption Agreement") entered into as of 1 January, 2018, by and between **MINDS + MACHINES GROUP LIMITED**, a British Virgin Islands limited company, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands VG 1110 ("**Assignor**"), and **DOTCOUNTRY LLC**, a Cayman Islands limited company, with a registered office of, Bodden Corporate Services Ltd, 802 Grand Pavilion Commercial Centre, P.O. Box 10335, Grand Cayman KY1-1003, Cayman Islands ("**Assignee**"). The parties shall be referred to individually as a "**Party**," and collectively as the "**Parties**."

#### RECITALS

1. Assignor is a party to that certain Registry Agreement entered into 19 December, 2013, by and between Assignor (f/k/a Top Level Domain Holdings) and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .country top-level domain (the "Registry Agreement").
2. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 03 October 2017, Assignor notified ICANN of its intended assignment of the Registry Agreement from Assignor to Assignee.
3. Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor' rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Agreement.

#### AGREEMENT

1. 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:
2. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the Registry Agreement.
3. Assignee hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Assignor relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Registry Agreement.
4. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement.
5. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Registry Agreement.

6. The Parties hereby acknowledge that ICANN's acknowledgment of Assignor' assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to any breaches of the Registry Agreement by Assignor occurring prior to the Effective Date.
7. 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 done all such further acts, to evidence and/or in any manner perfect Assignor' assignment of the Registry Agreement to Assignee pursuant to this Agreement.

**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.

**DOTCOUNTRY LLC**  
Assignee

By:

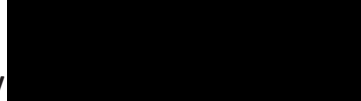


**Name: Frank Schilling**

**Title: Managing Director**

**MINDS + MACHINES GROUP LIMITED**  
Assignor

By:



**Name: Michael Salazar**

**Title: COO/CFO, Director**