

ASSIGNMENT AND ASSUMPTION AGREEMENT

This assignment and assumption agreement (the "Assignment Agreement") is entered into on 11/20/2015

_____ (the "Effective Date") by and between:

(A) **dotHIV gemeinnuetziger e.V.**, a charitable incorporated non-profit association formed under the laws of Germany, with its principal place of business at Lehmbruckstr. 3, 10245 Berlin, Germany, VR 31092, Registered Office: Berlin (Charlottenburg) ("dotHIV"); and

(B) **Uniregistry Corp.**, an exempt company incorporated under the laws of the Cayman Islands with its principal place of business at Governors Square, Unit 3-110, 23 Lime Tree Bay Avenue, Grand Cayman, Cayman Islands, PO Box 1361, George Town, KY1-1108.

(dotHIV and Assignee individually also referred to in this Assignment Agreement as a "Party" or jointly as "Parties").

Pursuant to an agreement between the Parties (the "Agreement") and in consideration of the mutual promises and covenants therein, dotHIV hereby assigns to Assignee absolutely and irrevocably and to the fullest extent permitted by law, and Assignee accepts such assignment of:

1. the registry agreement entered into between dotHIV and the Internet Corporation for Assigned Names and Numbers ("ICANN") relating to the generic top-level domain ".hiv" (the "TLD"), subject to ICANN's approval process as outlined in the .hiv registry agreement ("Registry Agreement");
2. all of dotHIV's rights in the TLD as outlined in the Registry Agreement, and all liabilities and obligations of dotHIV relating thereto, whether contingent or accrued, including the Public Interest Commitment mandating that "Registry Operator, as a social enterprise, is driven by its sole mission to support the global HIV response," and "[t]herefore, Registry Operator will reinvest all excess profits in projects serving this mission." For the avoidance of doubt, "all excess profits" means all profits, above any essential liabilities in obtaining and maintaining registry operations specific to the TLD;
3. the operation of the TLD in accordance with the governing processes and protocols of ICANN, including the right to request any changes to the Registry Agreement, excluding changes to Public Interest Commitments; and
4. the right to bring, make, oppose, defend or appeal proceedings, claims or actions arising from the operation of the TLD whether occurring before, on, or after the date of this Assignment Agreement.
5. The Parties hereby agree that Assignee shall be substituted for dotHIV for all purposes of the Registry Agreement.



6. The Parties hereby agree that ICANN is named as a third party beneficiary under this Assignment Agreement and may claim or enforce its rights as a third party beneficiary under this Assignment Agreement.
7. The Parties hereby acknowledge that ICANN's consent to dotHIV's 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 dotHIV occurring prior to the Effective Date.
8. 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 dotHIV's assignment of the Registry Agreement to Assignee pursuant to this Assignment Agreement.

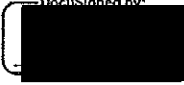
This assignment will not assign any arrangements between dotHIV or its subcontractor TLD dotHIV Registry GmbH and other non-ICANN third parties relating in whole or in part to the operation of the TLD, whether these arrangements relate to escrow providers, registry service providers, or otherwise. The Parties hereby acknowledge that Assignee will be permitted to engage its own third party suppliers in support of becoming the "Registry Operator" of the TLD upon such assignment.

Assignee will defend, indemnify, and hold harmless dotHIV and its affiliates, and their officers, directors, employees, agents, and contractors, against all liabilities, claims, damages, losses, costs, fees (including legal fees), and expenses arising from third-party claims relating to the future use of the TLD and/or actions related to the TLD after assignment from dotHIV to Assignee.


This Assignment Agreement is governed by California Law, excluding California's choice of law rules. FOR ANY DISPUTE RELATING TO THIS ASSIGNMENT AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN LOS ANGELES< CALIFORNIA AND HEREBY WAIVE ANY OBJECTIONS OR EXCEPTIONS TO THAT COURT'S EXERCISE OF PERSONAL JURISDICTION OVER THEM SOLELY FOR THE PURPOSE OF ADJUDICATING DISPUTES ARISING UNDER THIS ASSIGNMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the last of the dates below.

For dotHIV gemeinnuetziger e.V.

DocuSigned by:
 By: 
 Name: Philipp Kafkoulas
 Title: Chairman of the Board
 Date: 20.11.2015

For Uniregistry, Corp.

DocuSigned by:
 By: 
 Name: Frank Schilling
 Title: Managing Director
 Date: 11/20/2015

