

ASSIGNMENT AND ASSUMPTION AGREEMENT

.Inc Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .Inc Registry Agreement (“Assignment and Assumption Agreement”) is entered into as of May 26, 2018 (the “Effective Date”) by and between GTLD Limited, a Hong Kong Corporation with its principal place of business at 12/F, Daily House, 35-37 Haiphong Road, Tsim Sha Tsui Hong Kong HK (“Assignor”) and Intercap Holdings Inc., a Cayman Islands Exempted company with its principal place of business at 10 Linwood St., P.O. Box 2503, Grand Cayman KY1-1104 Cayman Islands (“Assignee”). The parties of this Agreement shall be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Assignor is a party to that certain Registry Agreement entered into by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“ICANN”) for the .Inc gTLD registry dated March 10, 2018 (the “Registry Agreement”).
- B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated April 12, 2018, Assignor requested ICANN’s prior written consent to an assignment of the Registry Agreement from Assignor to Assignee.
- C. On May 25, 2018, ICANN granted its written conditional consent (“ICANN’s Consent”) to Assignor for assignment of the Registry Agreement to Assignee.
- D. Having received ICANN’s Consent as aforementioned, and each Party having represented herein below its fulfillment of all conditions of ICANN’s Consent, Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor’s rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this 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. Assignor represents and warrants that as of the Effective Date it is not currently and has not been in breach of the Registry Agreement during its term.
2. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s rights, obligations, title, and interest in and to 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 represent that all conditions set forth in ICANN's Consent have been fulfilled as of the Effective Date of this Assignment and Assumption Agreement.
7. The Parties hereby acknowledge that ICANN's Consent to Assignor'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 Assignor 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 to be done all such further acts, to evidence and/or in any manner perfect Assignor's 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.


GTLD LIMITED

By:  _____

Name: Namesphere Holdings Limited, signed by Director Representative Edmon Chung

Title: Director

GTLD LIMITED

By:  _____

Name: Chan Yuk Ying Rebecca

Title: Secretary

INTERCAP HOLDINGS INC.

By:  _____

Name: Frank Schilling

Title: President