Attachment 3

.Brand TLD Designation Application

Internet Corporation for Assigned Names and Numbers ("ICANN") 12025 Waterfront Drive, Suite 300 Los Angeles, California 90094 Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

Schwarz Domains und Services GmbH & Co. KG ("Registry Operator"), in connection with the execution of the Registry Agreement for the LIDL TLD (the "Registry Agreement"), hereby applies for LIDL TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as <u>Exhibit A</u> and the registration policies attached hereto as <u>Exhibit B</u> are complete and accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13. Questions about this request should be directed to

Submitted by:	r
Position:	Director
Dated:	20.06.14
Email:	

<u>Exhibit A</u>

Trademark Registration



 OAMI
 OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR (MARCAS, DIBUJOS Y MODELOS)

 HABM
 HARMONISIERUNGSAMT FÜR DEN BINNENMARKT (MARKEN, MUSTER UND MODELLE)

 OHIM
 OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET (TRADE MARKS AND DESIGNS)

 OHMI
 OFFICE DE L'HARMONISATION DANS LE MARCHÉ INTÉRIEUR (MARQUES, DESSINS ET MODÈLES)

 UAMI
 UFFICIO PER L'ARMONIZZAZIONE NEL MERCATO INTERNO (MARCHI, DISEGNI E MODELLI)

Copia Certificada Beglaubigte Abschrift Copie Certifiée Copia Autenticata

Código de identificación + Identifizierungscode + Identification code + Code d'identification + Codice di identificazione: HBCUJTDX3QZHWKHFZMUM6FB7MA

Por el presente se certifica que el documento que se adjunta es una copia conforme del certificado de registro para la marca comunitaria cuyo número y fecha de registro aparecen a continuación. El documento original puede ser consultado en el enlace de la OAMI <u>http://oami.europa.eu</u> introduciendo el código de identificación indicado más arriba.

Hiermit wird bestätigt, daß die Abschrift, die diesem Beleg beigeheftet ist, eine genaue Abschrift der Eintragungsurkunde ist, die für die Gemeinschaftsmarke mit der nachstehenden Eintragungsnummer und dem nachstehenden Eintragungstag ausgestellt wurde. Das Originaldokument kann mittels Eingabe eines Identifizierungscode bei folgender Webadresse <u>http://oami.europa.eu</u> eingesehen werden.

This is to certify that the attached document is an exact copy of the certificate of registration issued for the Community trade mark bearing the registration number and date indicated below. The original document can be consulted introducing the identification code indicated above at the following OHIM web page link http://oami.europa.eu.

Par la présente, il est certifié que le document annexé est une copie conforme du certificat d'enregistrement délivré pour la marque communautaire portant le numéro et la date d'enregistrement qui figurent ci-après.

Le document original peut être consulté sur le site web de l'OHMI <u>http://oami.europa.eu</u> en introduisant le code d'identification indiqué ci-dessus.

Con la presente si certifica che il documento allegato è una copia conforme del certificato di registrazione per il marchio comunitario contrassegnato dal numero e dalla data di registrazione riportati sotto.

Il Documento originale può essere consultato introducendo il codice di identificazione sopra indicato, nel indirizzo <u>http://oami.europa.eu</u> della pagina Web della UAMI.

Núm./Nr./No/n°/n.	Fecha/Datum/Date/Date/Data
001778679	22/08/2002

Alicante, 02/07/2014

Guido Fael Departamento de Dibujos y Modelos y del Registro Hauptabteilung Geschmacksmuster und Geschäftsstelle Department for Designs and Register Département "Dessins et Modèles et Registre" Dipartimento Disegni e Modelli e Registro



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Avenida de Europa, 4 • E-03008 Alicante • España. Tel. + 34-98-513.91.00 • Fax: + 34-98-513.13.44. Internet: http://oami.europa.eu



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maada sambiik ES-	os, cantenas, llaveros; baúles y maletas; paraguas y	productos integrales; pasta; bebidas a base de calé, té,
con alle material posedan ES - ES - des 24 y de mes ES - batanes, antificial ES - y otros n sean en ES gimmasis deconoci ES - groducto extractos en cors transition confitura pore un compres queso fi pescado, y grosso fi pescado, y grosso fi grosso fi grosso fi grosso fi grosso fi grosso	 25 - Yestido, calzados, samhrereia. 26 - Puntillas y hodados, cintes y lazos, carchetes y njetes, alfilees y agujes, flores as a constraint of the seeks, topicaráos mundes que no materias textilies. 217 - Alfombues, folgudos, esteors, linókum vectimientos de seeks, topicaráos mundes que no materias textilies. 218 - Juogos, jaguetas, artículas de y de doporte, comprendidos en la claso 28; sees para árbeles de llavidad. 219 - Carne, pescada, ares y caza, estos s tembién ultracompelados, cornes y arklicitas, de ranse, moliscos y crustácos; futus y hortalizas erra, seras y ocodos, los artículas anterias textiles, nomenidados, composas de tarta y productos lácitos dides en la clase 29; en particular montequilla, che facon, lacía H, anto, rogue, queso facos de logon, esco y anto, conservas du das seras eduberados, aceitas comentidas polatos proparados y ultracongelados, delse en la clase 29; sustancias deteticas y a silicentiás para uso no médica, compendidos es 27. 210 - Café, té, cacao, azócar, arraz, tapican, codados de adé, haninas y perjandos de seras, de adores de empanticular reneales de desayuno, musi y 	<list-item><list-item><list-item><text><text><text><text><text></text></text></text></text></text></list-item></list-item></list-item>



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Page 4 of 23

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	Schönheitspflege, Sonnenschutzmittel, Hourwässer, Zahnputzmittel; Roumsproys als Duftsproys.	Schreibwaren, Klebstalle für Papier- und Scheitlwaren ader für Haushaltszwicke; Künstlenbederfantlike[Pinsel; Schreibmeschinen und Biweantlikel (ausgenommen Ribbel);
	DE - 4 - Brennstoffe und Leuchtstoffe; Kerzen, Dochre.	Johnson and Standard (augenommen Appendition) John- und Untonichtsmittel (ausgenommen Appendit) Verpockungsmeterial aus Kunstaltif soweit in Klasse 16
	DE - 5 - Préparate für die Gesundheitspflege;	enthelten, inskonders Hillen, Boutel, Folen, Spielkarten; Werbematerial, nämlich Vorlagen für die Gestaltung von
	Pflaster, Verbandmaterial, Desinfektionsmittel; Desodorierungsmittel sowie desodorierende Raumsprays;	Anzeigen.
	diütetische Erzeugnisse für medizinische Zwecke,	DE - 1 B - Leder und Lederimitationen sowie
	diätetische Lehensmittel (soweit in Klasse 5 enthalten), Bahykost; Hygieneantikel, inshesondere frauenhygienische	Waren daraus soweit in Klasse 18 enthalten, insbesondere Taschen sowie Kleinlederwaren, Geldheutel, Briefraschen,
	Artikel, wie Domenbinden, Slipeinlogen, Tampons, Monatshöschen.	Schlüsseltaschen, Reise- und Handkoffer, Regenschinne, Sonnenschirme.
	DE - 7 - Maschinen soweit in Klasse 7 enthalten,	DE - 21 - Behälter und Genäte für Haushalt und
	insbesondere elektrische Küchenmaschinen zum Hacken, Nicklen, Prozens, oder Öffens, Küchtlickmaschinen,	Küche (nicht aus Edelmetall oder plattiert); Kämme und Schwämme, Rüssten (mit Ausgehme, son Rissels)
	Mohlen, Pressen oder Offinen, Etikettiermaschinen, Fleischwölfe, Nähmaschinen, Schleifmaschinen,	Schwämme, Bürsten (mit Ausnahme von Pinseln); Putzzeug, Stahlwalle; Waren aus Glas, Porzellan und
	Bohrmaschinen, Sägen, Schweißmaschinen,	Steingut soweit in Klasse 21 enthalten.
	Verpackungsmaschinen, Geschinspiller, Waschmaschinen; landwintschaftliche Geräte und Gartenbaugeräte soweit in Klesse 7 enthalten.	DE - 23 - Game und Fäden für textile Zwecke.
	THEORY & WITHHIGH	DE - 24 - Textilwaren soweit in Klasse 24
	DE – 🗏 – Handhetätigte Werkzeuge und Geräte soweit in Klasse 8 enthalten; Messerschmiedewaren,	enthalten, insbesondere Bett- und Tischwäsche; Bett- und Tischdecken.
	Gabeln und Löffet; Rasierapparate (auch elektrisch).	DE - 25 - Boklaidungsstücke, Schuhwaren,
	DE - 9 - Elektrische Apparate und Instrumente	Kapthedeckungen.
	soverit in Klasse 9 enthalten; Geräte zur Aufzeichnung, Übertragung und Wiedergabe von Ton und Bild;	DE - 26 - Spitzen und Stickereien, Bünder und
	Magnetaufzeichnungsträger, CD's, Musikkassetten,	Schnürbänder; Knöpfe, Hoken und Ösen, Nadeln; künstliche
	Schallplatten, mit Informationen und/oder Tan und/oder Bild versehene Datenträger aller Art; Rechenmaschinen,	Blumen.
	Datersverarbeitungsgeräte und Computer.	DE - 27 - Teppiche, Fußmatten, Matten, Linoleum und andere Bodenbelöge; Tapeten
	DE - 1 1 - Beleuchtungs-, Heizungs-, Dampfeizeugungs-, Koch-, Kühl- und Trackengeräte.	(ausgenommen aus testilem Material).
	DE - 1 3 - Feuerwerkskörper.	DE - 28 - Spiele, Spielzeug, Turn- und Spontantikal, soweit in Klasse 28 enthalten; Christbaumschmuck.
	DE - 1.4 Juwelienswon, Schmuckwaren, Edelsteine, Uhren und Zeitmeßinstrumente.	DE - 29 - Floisch, Fisch, Gaffügel und Wild,
	DE - 1 6 - Papier, Pappe (Karton) und Waren aus	verstehende Waren auch tiefgefroen, Fleisch- und Wurstwaren: Fleischectrolde: Weich- und Schalentiere;
	diesen Materiolien soweit in Klasse 16 enthalten,	konserviertes, getrocknetes und gekochtes Obst und
	insbesondere Papierhandtücher, Windeln, Papiersewietten, Filterpapier, Taschentücher, Toilettenpapier,	Gemüse, vorgenannte Waren auch süß und/ader sauer eingelegt; Gallerten (Gelees), Konfitüren, Manneladen,
	Verpackungsbehälter aus Papier, Verpackungstüten; Duckereierzengnisse; Buchbinderantikel; Photographien;	Fruchtmisse und andere side Brotaufstriche; Eist, Alikh und Milichprodukte sweit in Klass 29 enhalten, insbesandere
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Copia Certificada / Beglaubigte Abschrift/ Certified Copy / Copie Certifiée / Copia Autenticata Certificado de registro de marca comunitaria / Eintragungsurkunde der Gemeinschaftsmarke / Registration certificate of community trade mark / Certificat d'enregistrement de marque communautaire / Certificato registrazione di marchio comunitario HABM - HARMONIBIERUNGBAMT FÜR DEN BINNENMARKT OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET EL - 1 Ξ - Δέρμα και απομμήσεις δέρματος, καθώς και είδη από αυτά τα υλικά, περιλαμβανόμενα στην κλάση 18, εδικάτερα τσάντες, καθώς και μικρά δερμάτινα είδη, πορτοφόλια, μικρά χαρτοφύλακας, θήκες κλειδιών- κιβώτια ταξιδίου και βαλίτσες- ομπρέλες και αλεξόμε EL 7 -Μηχανήματα EL - 7 - Μηχανήματα περιλαμβανόμενα στην κλάση 7, ειδικότερα ηλεκτρικά μηχανήματα μαγειρικής χρήσης για τεμοχοιρί, άλεσμα, στίψιμο και άνοιγμα, μηχανές μαγειρικής χρήσης για τεμοχοιμο, αλεσμά, στίτμι το και άνοιγμα, μηχανές τοποίθετησης ετικετών, κρεατομηχανές, μηχανές σμάτρησης, πριόνια, μηχανές αυγκόλλησης, μηχανές συσκευσσίας, λλυντήρια ρούχων-βαρέα μηχανήματα για τη γεωργία και συσκευές καταιακευής κήτων, περιλαμβανόμενα στην κλάση 7. αλεξήλια.

EL - 21 - Μικρά σκεύη και δοχεία EL - 21 - Μικρά σκευη και σοχεία οκιακός και μαγειρικής χρήσης (μη κατασκευασμένα ή επιστρωμένα από σιδιτημα μέταλλα)· χτένια και σφουγγάρια βούρτας (εκτός πιθλων)-είδη καθαρισμού σύρμα τριμέματος: Είδη υσλουργίας, ποροελόψη και φαγεντιανά, περιλαμβανόμενα στην κλάση 21.

EL - 23 - Υφαντουργικά νήματα και κλωστές.

EL - 24 - Είδη υφαντουργίας περιλαμβανόμενα στην κλάση 24 EL - 24 - ειδη υφαντουργιας, περιλαμβανόμενα στην κλάση 24, ειδικότερα κλινοσκεπάσματα και τραπεξομάντηλα- κλινοσκεπάσματα και τραπεξομάντηλα.

EL - 25 - Ενδύματα, υποδήματα και είδη πιλοποιίας.

EL - 26 - Δαντέλες και κεντήματα, κορδέλες και σειρήτια κου αγκράφες, κόπιτσες, καρφίτσες βελόνες τεχνητά άνθη. κουμπιά. ка

EL - 27 - Τάπητες, ψάθες, χαλάκια, λινοτάπητες και άλλα είδη επίστρωσης πατώματος επενδύσεις τοίχων όχι από ύφασμα.

EL - 2B - Παιχνίδια, αθύρματα: είδη γυμναστικής και αθλητισμοό, περιλαμβανόμενα στην κλάση 28-διαποσμήσεις χριστουγεννιάτικων δένδρων.

EL - 29 - Κρέατα, ψάρια, πουλερικά και κυνήγι, τα προαναφερθέντα είδη ακόμα και κοταψυγμένα· κρέατα και λουκάνικα· εκχυλίσματα κρέατος- μαλάκια και σστρακοειδή φρούτα και λαχανικά διατηρημένα (κονοτάρθες), αποξηραμένα και μαγειρεμένα, τα προσνοφερθέντα είδη ανόμα και διαταρομένα σε νλημικά γιαζι δ και μαγειρεμένα, τα προανοφερθέντα είδη ακόμα και διατηρημένα σε γλυκά και/ ή σε όζινη μορή - ζελέ, μαρμελάδες, μους φρούτων και λοιπές γλυκές επαλείψεις άρτου- αυχά, γάλα και γολοκτοκομικά προϊόνται περιλαμβαινόμενα στην κλάση 29, ειδικότερα βούτυρο, τυρί, νωπό γάλα, παστεριωμένο γάλα, κρέμα γάλακτος, γιασάρτι- λευκό τυρόπηγμα- γάλα σε από γιασόρτι, λευκό τυρόπηγμα και κρέμα γάλακτος ζελατίνες με κρέατα,

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Page 8 of 23



EL - Ξ - Χειροκίνητα εργαλεία και όργανα, περιλαμβανόμενα στην κλάση 8-όργανα κοπής, πηρούνια, κουτάλια-ξυριστικές μηχανές (ακόμα και ηλεκτρικές).

EL - 9 - Ηλεκτρικές συσκευές και

EL - 9 - Ηλεκτρικές συσκευές και όργανα (περιλαμβανόμενα στην κλάση 9)-συσκευές για την εγγραφή, τη μετάδοση, την αναπαραγωγή ήχου και εικόνας: μέσα αταθήκευσης μαγνητικών δεδομένων, αύμποκνοι δίακοι, καισέτες με μουσική, δίακοι εγγραφιών, μέσα δεδομένων κάι έίδους εφοδιασμένα με πληραφορίες και/ ή ήχο και/ ή εικόνα· αριθμομηχανές (υπολογιστικές μηχανές), εξοπλισμός για την επεξεργασία δεδομένων και ηλεκτρονικοί υπολογιστές.

EL - 1.1 - Συσκευές φωτισμού, θέρμανσης, παραγωγής ατμού, ψησίματος, ψύξης και αποξήρανσης.

EL - 1 4 - Κοσμήματα, πολύτιμοι λίθοι· είδη ωρολογοποιίας και άλλα χρονομετρικά όργανα.

EL - 1.6. - Χαρτί και χαρτόνι και είδη

EL - 1 5 - Χαρτί και χαρτόνι και είδη ακό τα υλικά αυτά, περιλαμβανόμενα στην εκλαση 16, ειδικότερα χάρτινες μεταθτες χεριών, πάνες, χαρτοπετοθτες, χάρτινα φίλτρα, χαρτομάντιλα, χαρτί τουαλέτας, δοχεία συσκευασίας ακό χαρτί, ασκούλες συσκευασίας έντυπη ΰλη-υλικό βιβλιοδεσίας· φωτογραφίες-χαρτικά είδη· κόλλες για χαρτικά ή οικαικές χρήσιες· υλικά για καλλιτέχνες-ρμοστήρες (πινέλα)· γραφομηχαχαγκές και είδη γραφείου (εκτός των επίπλων)-παιδαγωγικό ή εκκαιδευτικό υλικά (εκτός συσκευών)· πλαστικά υλικά συσκευασίας.

πατασιγωρικό η εκπατάτευτικό υλικά συσκευαίδα, αυσκευαίδα, πλαστικά υλικά συσκευσίας, περιλαμβανόμενα στην κλάση 16, ειδικότερα θήκες, σσικουλάσια και μεμβράνες- παιγνιόχαρτα διαφημιστικό υλικό, συγκεκριμένα έντυπα για τη διαμόρφωση αγγελιών.

EL - 1 3 - Πυροτεχνήματα.



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HABM - HARMONISIERUNG	AMT FÜR DEN BINNENMARKT MUSER.
OHIM - OFFICE FOR HARMONIZ	ATION IN THE INTERNAL MARKET
<text><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></text>	<text><text><text><text><text><text><list-item><list-item><list-item><list-item></list-item></list-item></list-item></list-item></text></text></text></text></text></text>



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Page 10 of 23

СОРУ сти о



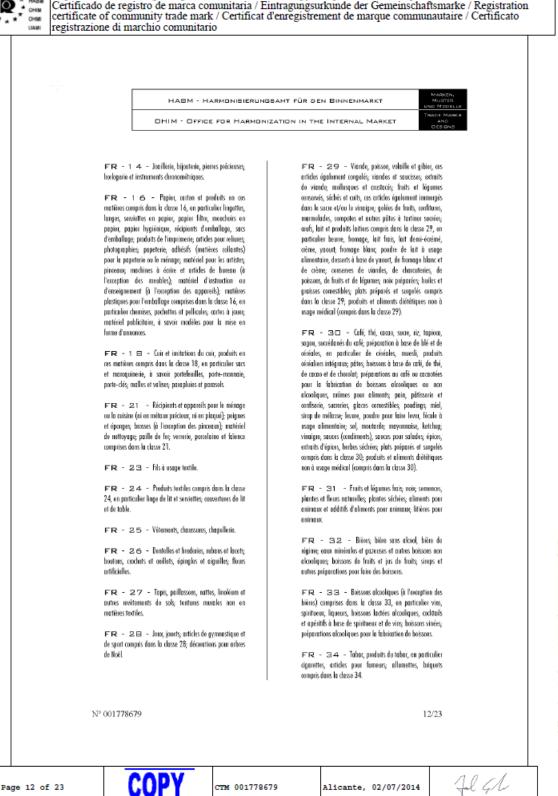


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FR - 35 - Archivoge d'informations, publicité; marketing; études de marché et analyses de marché; conseils en matière d'organisation et consultation professionnelle d'affaires; conseil en matière commerciale; médiation de contrats d'achat et de vente de marchandises décoration de vitrines; organisation de foires et d'expositions à buts commerciaux ou de publicité: facturation commerciale; relations publiques; préparation de feuilles de paye et de bulletins de solaire.

FR - 36 - Conseils financiers.

FR - 39 - Transport de marchandises d'usage quotidien; emballage et entreposage de marchandises.

FR - 41 - Formation et formation continue, y compris cours de gestion, entraînement à la vente, formation sur les produits et formation d'apprentis; organisation et conduite de séminaires; édition d'informations

FR - 42 - Analyses sur les produits alimentaires et les produits d'usage quotidien; conception de programmes et de systèmes de programmes pour ordinateurs, conseils en matière de protection de l'environnement: contrôle de guglité: conseils en matière de configuration de magasins et de rayons; conseils aux consommateurs.

IT - 1 - Dolcificante artificiale; fertilizzanti.

IT - 2 - Colori, locche; prodotti preservanti dalla ruggine e dal deterioramento del legno; materie tintorie.

IT - 3 - Preparati per la shianca e altre sestanze per il bucato; amido per biancheria; preparati per pulire, lucidare, sgrassare e abradere; saponi; articoli di profumeria, oli essenziali, cosmetici, cosmetici a schermo solare, kazioni per capelli; dentiĥici; spray profumati per l'ambiente.

IT - 4 - Combustibili e materie illuminanti; candele, stoppini.

IT - 5 - Prodotti per la salute; impiastri, materiale ner fasciature: disinfettanti: deodoranti e deodoranti sarav per ambienté sostanze dietetiche per uso medico, alimenti dietetiri (compresi nella classe 5), alimenti per recontti: articoli per l'igiene, in particolare per l'igiene femminile,

Nº 001778679

COP

Page 13 of 23



CTM 001778679

Alicante, 02/07/2014



13/23

ovvero assorbenti igienici, proteggi-slip, assorbenti interni, slip periodici.

IT - 7 - Matchine comprese nella classe 7, in particolare macchine elettriche da cucina per tritare, macinare, spremere o aprire, etichettatrici, tritacarne, macchine per cucire, rettificatrici, perforatrici, seghe, saldatrici, macchine per imballoggio, lavastoviglie, lavatrici; strumenti agricoli e da giardinoggio compresi nella dasse 7.

1 🛨 – 😑 – Utensili e strumenti azionati manualmente (compresi nella classe 8); articoli di coltelleria, forchette e cucchiai; rasoi (anche elettrici).

тт - 9 - Apparecchi e strumenti elettrici (compresi rella classe ?); apparecchi per la registrazione, la trasmissione o la riproduzione del suono e/o delle immagini; supporti di registrazione magnetica, CD, musicassette, dischi, supporti per dati di ogni tipo contenenti informazioni e/o suoni e/o immagini; macchine calcolatrici, corredo per il trattamento dell'informazione e ali elaboratori elettroniri

IT - 1 1 - Apparecchi di illuminazione, di riscaldamento, di produzione di vapore, di cottura, di refrigerazione e di essicamento.

IT - 1 3 - fuochi d'artificio.

IT - 1 4 - Gicielleria, pietre preziase; orologeria e strumenti cronometrici.

1T - 1 G - Carto, contone e articoli in queste materie compresi nella classe 16, in particolare asciugamani di carta, pannolini, tovaglioli di carta, cartafiltro, fazzoletti di carta, carta igionica, recipionti di carta per imballoggio, buste per imballoggio; stampati; articoli per legatoria; fotografie; cartoleria; adesivi (materie collanti) per la cantoleria o per uso domestico; materiale per artisti; pennelli; macchine da scrivere e articoli per ufficio (esclusi i mobili); materiale per l'istruzione o l'insegnamento (tranne gli apparecchi); materiale da imballaggio in plastica compreso nella classe 16, in particolare buste, sacchetti e pellicole; carte da gioco; materiale pubblicitario, ovvero modelli per la realizzazione di annunci.

I 🗂 - 1 😑 - Čuojo e sue imitazioni, articoli in queste materie compresi nella classe 18, in particolare borse,



Page 14 of 23

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* OHM C	Certificado de registro de marca com ertificate of community trade mark registrazione di marchio comunitario	/ Certificat d'enregistr	ement de marque commur	iautaire / Certificato
	 OHIM - OFFICE orticoli di pelletteria di piccele dimensioni, portemonete, estacci per chiavi, bauli e veligie ambrellani. IT - 21 - Recipienti e utensili per il grasso i la cacina (né in metalli preziosi, nei i pettini e spugne; spazzole (ad eccezione de materiale per pulzia, lana d'accaixe veteria, maiolita comprese nella classe 21. IT - 23 - Fill e filoti per uso tessile. IT - 24 - Prodotti tessili compresi nelli in particolare bianchesia da letto e da tavolo, letto e capritezoli. 	; ombrelli e beva posti scino perne della amid e placato); acost i pennelli); arcon porcellana e surge addit classe a classe 24, pian coperte dia anim	THE INTERNAL MARKET T Colore miscolo di coffio o di coroto per la produzio nde akoliche e analosiche, aromi per alimenti; si costia e confottoria, dokiumi, gelati; badini; o papa di melassa; lovita, palvare per lamenti; salo, senage, maionese, leta , valte (confinenti), valte per incolate; spazi, e vartici, ente aromatiche essicate; piatti proc elati compesi nella dasse 30, sostanze distetti tivi alimentari non per uso medico, compesi e 30 31 - Furtto e ortaggi feschi; noci; sen te e fiori naturali; piante essicate; alimenti ali, additizi per foroggi lettice per animali 32 - Bine; bina anakolico, hima diet	pone, nikle, itae, chug; zantti tti o de e nello nenti, i per etico;
	 IT - 25 - Anticoli di abbigliamen cappelleria. IT - 26 - Marletti, pizzi e nicami, ne bottoni, genci e occhielli, spilli e oghi; fiori antifi IT - 277 - Tappati, zenbini, stusie, lina rivestimenti per provimenti; tappezzarie in ressili. IT - 28 - Giochi, giocattali; enti ginnastito e la sport compresi nelle clesse 28; per alberi di Natale. IT - 29 - Carne, pesce, pollame, si suddetti prodetti nuche sungeliti; entii e subice anne; molteschi e animali can il guesti, futti conservati, essicati e catti, i suddetti pos sticopati «/a sattactig gebitine, confestive, composte di hutta e altre camere di cane, latte e prodetti enseri compessi alla ospetine questi, latte in polvene ed uso alimentano, desse yegunt, quark latte in polvene ed uso alimentano, desse 29; sestenze di estiche e additi aliment use medico, compresi nella classe 29. IT - 30 - Gaffe, tà, cacao, zucchen, i sugo, succedonei del affe; thite e proporti cenenti, muesti e prodotti cenenti, muesti e prodotti cenenti, nuesti e prodotti cenenti e prodotti alimenti use medico, compresi nella classe 29. 	bern per fi istri e lacci; ciali. IT comp leum e altri lique neterie non suppe coli per la IT decorazioni quant e estratti i marità detti enche azion momellante, comp nes 29, in e pu sco, latte pobb n, yogost i scolari e tati on per indu tati on per indu tati on per indu tati on per indu tati o	 minenti e gasose e altre bevande analoso nde di futta e succhi di futta, scimppi e altri per pre bevande. 33 - Bevande alcoliche (tranne le prese nelle classe 33, in particolare vini, superalos e, noaché funge alcolici, codérai e aperitri e ba alcolici, e vine, bevande contenenti vine, per fur bevande. 34 - Tobacco, enticoli di tubaccheri colore sigarette, articuli per furnatori; frann drini (compesi nella classe 34). 35 - Archiviazione di informazioni; pubb ating; ricesche di mercato e analisi di me alezzo aganizzativa e in meteria di econ dale, consulerza aziendole; mediazione di contenuerini, realizzazione di contabilità commerdia di legli paga. 36 - Consulenze finanzionie. 39 - Taesporto di merci di utilizzo quoti dilaggio e deposito di merci 41 - Casi di formazione e specializzazione di contengio politi di pati scime di contengio politi science si prototti nonche forma prendistato, equanizzazione di contabilità contengio e deposito di merci 41 - Casi di formazione e specializzazione di langio e deposito di merci 41 - Casi di contazione e specializzazione di nonci di utilizzo quoti di laggio e deposito di merci 41 - Casi di contazione e specializzazione di nonzione si conta finanzioni, formazione sui prodotti nonché forma prendistato, equanizzazione e direzione e direzione di sem discazione di informazioni. 	varati kirae) kirae se di varati a, in nifori, kirae; scola scola trine; scola trine
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NL - 24 - Textielproducten voorzover begrepen in klasse 24, met name bed- en tafellinnen; dekens en tefallekons.

NL - 25 - Kledingstukken, schoeisel hoofddeksels.

NL - 26 - Kant en boduurwerk, hand en reters; knopen, haken en ogen, spelden en naalden; kunstbloemen.

Nº 001778679

gereedschappen en instrumenten voorzover begrepen in

klasse 8; messenmakerswaren, vorken en lepels;

NL - 9 - Elektrische apparaten en instrumenten

(voor zover begrepen in klasse 9); apparaten voor het nonemen, het overbrengen en het weergeven van geluid of

heeld; magnetische gegevenschagers, ad's, muziekassettes, schijfvormige geluidsdragers, met informatie en/of geluid

scheerapparaten (ook elektrisch).

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Page 15 of 23

15/23

4141





Page 16 of 23

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HABM - HARMONISIERUNGSAMT FÜR DEN BINNENMARKT OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET NL - 27 - Tapijten, vloermatten, matten, NL - 33 - Akoholhoudende dranken lindeum en undere vloerbedekking; behung, niet van (uitgezonderd bieren), voorzover begrepen in klusse 33, textielmateriaal. met name wijnen, spiritualiën en likeuren alsmede alcoholhoudende millshakes, cocktails en aperitieven op NL - 28 - Spellen, speelgoed; gymnastiek- en basis van spiritualiën en wijn; wijnhoudende dranken; sportartikelen, voorzover begrepen in klasse 28; alcoholhoudende preparaten voor de bereiding van versierselen voor kersthomen. dranken. NL - 29 - Vices, vis, gevogelte en wild, NL - 34 - Tobak, tabaksproducten, met nome voornoemde producten ook diepgevroren; vlees en worsten; sigaretten, artikelen voor rokers; lucifers, aanstekers vleesextracter; week- en schelpdieren; geconserveerde, (voorzover begrepen in klasse 34). gedroogde en gekookte vruchten en groente, voornoemde producten ook in zoet en/of zuur ingelegd; geleien, jams, NL - 35 - Archivering van informatie; redame; marketing; marktonderzoek en marktanalyse; advisering oa marmelades, vruchtenmoes en andere zoete mengsels voor organisatorisch gebied en professionele consultatie op de baterham; eieren, melk en melkproducten voorzover zakelijk, gebied; bedrijfsadvisering; berniddeling bij begrepen in klasse 29. met nome boter, koas, verse melk. contracten over de aanschaf en verkoop van goederen; houdbare melk, room, yoghurt: kwark: melkpoeder voor voedingsdoeleinden, desserts van yoghurt, kwark en morr; etaloge-inrichting; organisatie van beurzen en vlees-, worst-, vis-, vruchten- en groenteconserven; tentoonstellingen voor industriële of reclamedoeleinden; verwerkte noten; eetbare oliën en vetten; kant-en-klare uitvoering van de zakelijke administratie; public relations; gerechten en diepvriesproducten, voorzover begrepen in opstellen van de salarisadministratie. klasse 29; diëtische substanties en levensmiddelen voor niet-medisch gebruik voorzover begrepen in klasse 29. NL - 36 - Advisering op financieel gebied. NL - 30 - Koffie, thee, anato, suiter, rijst, NL - 39 - Transport van producten voor dagelijks tapicca, sago, koffiesurrogaten; meel en graanpreparaten, gebruik; verpakking en opslag van goederen. met name granen, muesli en volkorenproducter; deegwaren; koffie-, thee-, cacac- en chocoladedranker; NL - 41 - Opleiding en bijscholing, waaronder koffie- of cacaopreparaten voor de vervaardiging van managementcursussen, verkcoptraining, productscholing en alcoholhoudende of alcoholvrije dranken, aromastoffen voor leerlingenopleiding; het organiseren en hauden van voedingsmiddelen; brood, banketbakkers- en suikerbakkerswaren, suikerwerk en suikergoed, seminaria; uitgave van informatie. consumptie-ijs; Pudding; honing, melassestroop; gist, NL - 42 - orderzoek van levensmiddelen en producten voor dagelijks gebruik; aanmaak van rijsmiddelen, zetmeel; zout, mosterd; mayonaise, ketchup; azijn, kruidensausen, slasausen; specerijen, specerijcomputerprogramma's en -programmasystemen; milieuadvisering ; karaliteitscontrole; advisering met betrekking tot de vormgeving van bedrijfspanden en extecter, gedroogde specerijglanten; kant-en-klare nerechten en diepvriesproducten voorzover begrepen in klasse 30: diëtische producten en levensmiddelen voor nietwinkels; advisering van consumenten. medisch nehmik voorzover betregen in klasse 30. PT - 1 - Edukorantes artificiais: fertilizantes. NL - 31 - Yerse struchten en groenten; noten; zanizaden, levende planten en hloemen; gedroogde PT - 2 - Tintos, locas; preservativos contra a planten; Voedingsmiddelen voor dieren en additieven voor ferrugem e contra a deterioração da madeira; matérias voedingsmiddelen voor dieren; strooisel voor dieren. tintoriais. РТ - Э - Preparações para branquear e cutras NL - 32 - Bieren; akohokrij bier, dicethier; minerale en gazeuse wateren en andere akohokrije substâncias para a lavagem; goma para a roupo; preparações para limpar, polir, desengordurar e raspar; dranker; vruchtendranken en vruchtensappen; siropen en andere preparaten voor de bereiding van dranken. sabões; perfumaria, óleos essenciais, cosméticos, protectores № 001778679 16/23COP Al 4 CTTM 001778679

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** OHM	certificate of community trade mark / Certificat of registrazione di marchio comunitario	
	PT - 1 & - Papel, cantão e produtos nestas metérios, incluidos na classe 16, em especial techhas para as mãos em papel, fraldas, guardanapos de papel, filtros e Nº 001778679	estratoris de anne, mouscos e cuestraces, tratos e legiunes em conserva, seos e acceidos, todos os produtos atrais referidos trantiém conservedos em açõar «/ou virange; geleias, doces, manneladas, compotas e outros produtos 17/23

Page 17 of 23



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HABM - HARMONIBIERUNGBAMT FÜR DEN BINNENMARKT OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET doces para harrar o pão; evos, leite e produtos lácteos, PT - 35 - Aquivo de informações; publicidade; incluídas na classe 29, em especial manteiga, queijo, leite marketing; pesquisa de mercado e análise de mercados; consultadoria organizacional e consultadoria em matéria de fresco, leite ultrapasteurizado, natas, iogurte; queijo fresco batido; leite em pó para uso alimentar, sobremesas de gestão de empresas; assessoria em negócios comerciais; icquite, queijo fresco batido e natas; carne, enchidos, peixe, mediação de contratos de compra e de venda de mercadorias; decoração de montras; realização de feiras e frutos e legumes em conserva: frutos de casca rija tratados: exposições para fins industriais ou publicitários; realização óleos e porturas comestíveis: refeições pré-confeccionadas e alimentos ultracongelados, incluídos na classe 29; produtos da contahilidade comercial; relações públicas; processamento de salários. e alimentos dietéticos para uso não medicinal, incluídos na dasse 29 PT - 36 - Consultadoria em matéria de finanços. РТ - ЗО - Café, chá, cacau, agícar, arraz, tapicca, sagu, sucedâneos do café; Farinha e preparações à base de РТ - 39 - Transporte de produtos de consumo rereais, em especial cereais de pequeno-almoço, "muesli" e diário; embalagem e entreposto de mercadorias. produtos integrais; massas alimentícias; bebidas à base de caté, chá, cacau e chocolate; preparações à base de caté ou PT - 41 - Formação inicial e contínua, incluindo de cacau para o fabrico de bebidas alcoólicas ou não cursos de gestão, estágios de formação na área das vendas, alcoólicas, substâncias aromatizantes para produtos formação específica sobre produtos, bem como formação de alimentares; pão, pastelaria e confeitaria, gulaseimas e aprendizes; organização e direcção de seminários; doçarias, gelados; pudins; mel e xarope de melaço; publicação de informações. levedura, fermento em pó, amido para fins alimentares; sal, PT - 42 - Análise de produtos alimentares e mostarda; maionese, ketchup; vinagre, molhos (condimentos), molhos para saladas; especiarias, extractos produtos de consumo diário; elaboração de programas de sistemas de programas de processamento de dados; de especiarias, ervas aromáticas secas; refeições préconfeccionadas e alimentos ultraconaelados, incluídos na consultadoria ambiental: controlo de avalidade: consultadoria em matéria de decoracióo de classe 30; produtos e alimentos dietéticos para uso não medicinal, incluídos na classe 30. estubelecimentos comerciais e lojas; prestação de conselhos aas consumidares. PT - 31 - Frutas e legumes frescas; frutas de FI - 1 - Keinotekoiset makeutusaineet; casca rija; sementes, plantas e flores naturais; plantas secas; alimentos para animais e aditivos de alimentos para annoitusaineet. animais; comas para animais. FI - 2 - Maalit, lakat; ruosteeneste- ja PT - 32 - Cervejas; cerveja sem álcool, cerveja puunsuojavalmisteet; väriaineet dietética; águas minerais e gasosas e outras bebidas não

FI - 3 - Valkaisutuotteet ja muut vaatteiden pesussa käytettävät aineet; kangastärkit; puhdistus-, killetus-, tahranpoisto- ja hioritavalmisteet; saippuat; hajuvedet, eteeriset öljyt, kosmeettiset tuotteet, hiusvedet: auringonsvoja-aineet, hampaidenpuhdistusaineet; raikastinsuihkeina käytettävät huonesprayt.

F1 - 4 - Polttooineet ja valaistusaineet; kynttilät, lampun sydömet.

FI - 5 - Terveydenhoitotuatteet; laastarit, sidontatarvikkeet; desinficintiaineet; hajunpoistoaineet sekä hajuja poistavat sisäilmasuihkeet; dieettituotteet lääkintäkäyttöön, dieettielintarvikkeet (luokassa 5),

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Page 18 of 23



alcoólicas; hebidas de fruta e sumos de fruta; xaropes e

PT - 33 - Bebidas akcólicas (com excepção de

cervejas), incluídas na classe 33, em especial vinhos,

hebidas espirituosas e licores, bem como bebidas lácteas alcoólicas, cocktails e aperitivos à base de bebidas

espirituosas e vinho; bebidas contendo vinho; preparações

PT - 34 - Tabaco, produtos de tabacaria, em especial cigarros, artigos para fumadores; fósforos, isqueiros

outras preparações para bebidas.

alcoóliras agra fazer behidas.

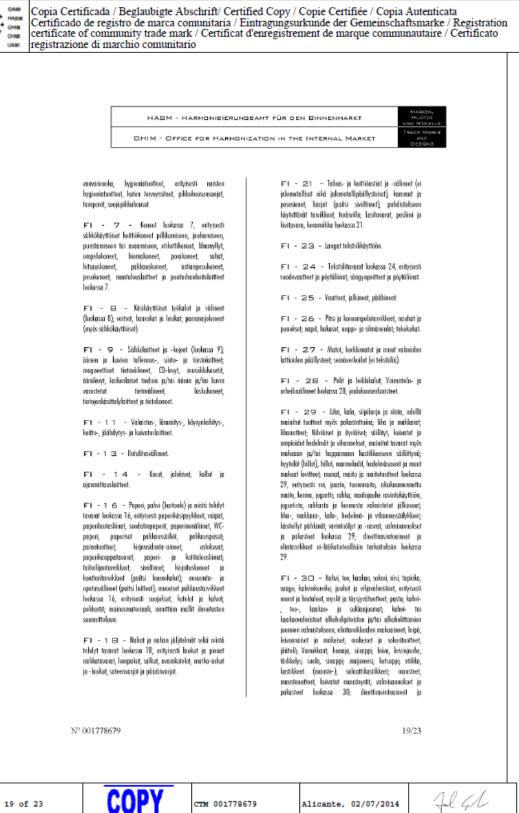
(incluídos na classe 34).

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Page 19 of 23

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Pag	e 21 of	5 23	COPY	CTM 00177	78679	Alicante, 02/07	7/2014	fl 41



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Page 22 of 23

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Page 23 of 23

COPY

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Alicante, 02/07/2014

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<u>Exhibit B</u>

TLD Registration Polices

TABLE OF CONTENTS

- 1. Definitions, scope of application and eligibility
 - Defintions
 - Scope of application; Background
 - Eligibility
- 2. The .LIDL Launch Process
 - Purpose and principles
 - Trademark Claims Period
- 3. Domain Name Allocation
 - Domain Name Allocation for Registry Reserved Names
 - Domain Name Allocation for other Domain Names
- 4. Dispute Resolution Policies
 - Disputes relating to registered Domain Names
 - Eligibility Reconsideration Proceedings
- 5. General Provisions
 - Domain Name Syntax Requirements; Reserved Names; Registry Reserved Names
 - Term of Registration
 - Amendments
 - Liability
 - Representations and Warranties
 - Payment of Applicable Fees Due
 - Assignment
 - Severability
 - Waiver
 - Compliance with Law
 - Language
 - Applicable Law; Jurisdiction
- 6. Attachments
 - Registry Reserved Names
 - Reserved Names
 - Eligibility Requirements and Criteria

CHAPTER 1. Definitions, scope of application and eligibility

Article 1. Definitions

Throughout this Policy, the following capitalized terms have the following meaning:

Accredited Registrar	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into an agreement with the Registry for registering Domain Names;
Applicant Guidebook	means the rules and requirements established by ICANN for applying for a new gTLD, as made available by ICANN under http://newgtlds.icann.org/applicants, and in force at the time of execution of the Registry Agreement;
Brand Owner	means Lidl Stiftung & Co. KG, with registered office at Stiftbergstrasse 1, 74142 Neckarsulm (Germany), who is the owner of the LIDL Trademark (# 001778679)
Complaints Point of Contact	means the service available under
Contacts	means the administrative, technical and billing contacts associated to a Domain Name Registration;
Documentary Evidence	means the documentation to be provided by (or on behalf of) a (candidate) Registrant to the Registry in accordance with these Policies;
Domain Name	means a name at the second level within the .LIDL TLD;
Domain Name Registration	means a Domain Name on which the Registry has stored and maintains data in the Shared Registry System for the .LIDL TLD;
Eligibility Requirements	means the requirements set out in Attachment 3 below;
Geographic Domain Names	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Agreement;
ICANN	means the Internet Corporation for Assigned Names and Numbers (<u>www.icann.org</u>);
Licensee	means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry, for use of the registered trademark owned by Registry or a related entity, the textual elements of which correspond exactly to the .LIDL TLD string operated by Registry Operator, where:
	(i) such license is valid under applicable law;
	(ii) such license is for the use of such trademark in the regular course of that entity's business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;
	(iii) such trademark is used continuously in that entity's business throughout the

	Term; and
	(iv) the domain names in the TLD registered to the Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.
Policy	means these .LIDL Domain Name Registration Policies, including the Attachments and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;
Registrant	means the person or entity in whose name a Domain Name is registered;
Registry	means Schwarz Domains und Services GmbH & Co. KG, having its registered office at Stiftsbergstrasse 1, Neckarsulm, - 74172, DE, Germany, and registered with VAT number HRA 727242 (Stuttgart), who is operating the .LIDL TLD on behalf of the Brand Owner;
Registry Agreement	means the agreement between the Registry and ICANN following execution by and between these parties;
Registry Reserved Name	means a Domain Name mentioned on the list contained in Attachment 1 hereto, to be registered in the name of the Registry, or any specific entity referred to in this list, as may be amended from time to time at the Registry's discretion;
Registry Web Site	means the various pages and websites available under http://www.registry.LIDL;
Reserved Name	means a Domain Name mentioned on the list contained in Attachment 2 hereto, which will not be available for registration;
Shared Registry System	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names in the name and on behalf of Registrants who meet the Eligibility Requirements;
Term	means the number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 15.1;
TLD	means Top Level Domain;
Trademark Claims Period	means the timeframe during which Trademark Claims Services for .LIDL are provided;
Trademark Claims Services	means the service operated by the Trademark Clearinghouse described in the Applicant Guidebook on pages 290 and following relating to the Trademark Clearinghouse, according to which, i) notice is given to an candidate Registrant of the scope of the rights of one or more trademark holders who have registered their rights with the Trademark Clearinghouse as provided in the Applicant Guidebook, and ii) the registrar is given the possibility to promptly notify the trademark holders(s) of the Domain Name registration

	corresponding to the rights of the one or more mark holders;
Trademark Clearinghouse	means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook;
Trademark Clearinghouse Operator	means the entity responsible for managing the Trademark Clearinghouse, as appointed by ICANN;
UDRP	means the Uniform Dispute Resolution policy, as adopted by ICANN and as described in <u>http://www.icann.org/dndr/udrp/policy.htm</u> ;
URS	means the Uniform Rapid Suspension policy, as adopted by ICANN and as described in the Applicant Guidebook.

Article 2. Scope of application; Background

2.1. Registry is a Licensee of the Brand Owner, under which license agreement the Registry has obtained the right, title and interest in applying for and managing the .LIDL TLD in its own name and for its own account, under the supervision of the Brand Owner and, more in particular, in accordance with this Policy.

2.2. This Policy describes, among other items:

- 1. the terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with Article 2.6, second sentence of the Registry Agreement;
- 2. the rules under which a Domain Name Registrations in the .LIDL TLD may be challenged; and
- 3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .LIDL TLD and the preservation of the integrity of the Registry's or its Licensee's trademarks and reputation, as well as setting out the basic rules and procedures applicable to:
 - Registrants;
 - the Registry;
 - the Accredited Registrars;
 - any person or entity interested in obtaining a Domain Name.

2.3. The Registry may change this Policy, including the conditions and requirements contained herein at its sole discretion, which changes will enter into effect immediately following the publication thereof on the Registry Web Site, unless provided otherwise in writing.

Article 3. Eligibility

3.1. In order to be eligible to register a Domain Name and maintain a Domain Name Registration in the .LIDL TLD, the Registrant must meet each of the criteria set out in the Eligibility Requirements. The Registry shall be entitled to modify these criteria at its sole discretion, without any prior notification but – as the case may be – subject to ICANN's (deemed) consent.

3.2. If and when the Registry launches its operations, *i.e.* allow third parties other than the Registry, the Brand Owner, their respective Licensee(s) to register Domain Names, it will develop and publish further practical guidance on such launch, in accordance with the relevant processes contained in the Applicant Guidebook.

3.3. The Registry shall be entitled, at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or resulting Domain Name Registration if it appears that a Registrant did not fulfil the requirements set out in the Policy at the time of receipt of a request to register a Domain Name by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that a particular Domain Name Registration or the content provided thereunder is considered defamatory, contrary to public order or morality or otherwise not allowed under applicable law. The Registrant expressly agrees and accepts that he or she shall not be entitled to claim any compensation or refund from the Registry when the latter implements such instruction. The Registry is also entitled to do so if it is of the opinion that the (candidate) Registrant does not meet all of the Eligibility Requirements in force at that time and such non-compliance could directly or indirectly damage, impair or disrupt the reputation and/or activities of the Registry, the integrity of the LIDL brand and/or any of the Registry's or its Licensee's trademark(s).

3.4. The Registry shall at all times be entitled to determine at its sole discretion the name servers for each Domain Name, and the services associated therewith.

3.5. The Registry shall verify whether each and every Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force at the time the request for such registration is made.

CHAPTER 2. The .LIDL Launch Process

Article 4. Purpose and principles

4.1. This Policy contains the terms and conditions under which the Registry and Registrants who meet the Eligibility Requirements are provided with the opportunity to reserve, apply for, register and delegate Domain Names in the .LIDL TLD.

4.2. At any time following the entry into force of the Registry Agreement, the Registry may reserve, register and delegate any of the Domain Names contained in Attachment 1 for its own use. The Registry may change such Attachment 1 at any point in time and at its sole discretion.

4.3. Each and every Domain Name Registration request must be submitted to the Registry's Shared Registration System through an Accredited Registrar, who acts on behalf of the Registrant, but for its own account.

4.4. However, the Registry will only allow a Domain Name Registration insofar and to the extent that:

- the Registrant meets the Eligibility Requirements;
- the Domain Name meets all the criteria set out in this Policy; and
- the Domain Name is available.

4.5. Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name through the Complaints Point of Contact, the Registry shall be entitled to suspend or to cancel such Domain Name Registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from the Registrant and the parties who have directly or indirectly initiated such trademark claim.

Article 5. Trademark Claims Period

After the delegation of the TLD to the Registry, Trademark Claims Services shall be provided as of the start of and throughout the "Claims Period" as notified by the Registry to ICANN.

CHAPTER 3. Domain Name Allocation

Article 6. Domain Name Allocation for Registry Reserved Names

The Registry shall determine at its sole discretion how and when the Domain Names mentioned on the list contained in Attachment 1 hereto shall be registered and used.

Article 7. Domain Name Allocation for other Domain Names

In principle, the Registry shall effectuate Domain Name Registrations on a first-come, first-served basis, subject to the terms and conditions laid down herein. This entails that, subject to whether or not a candidate Registrant meets the Eligibility Requirements, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Shared Registry System will result in a Domain Name Registration.

CHAPTER 4. Dispute Resolution Policies

Article 8. Disputes relating to registered Domain Names

8.1. Every Registrant acknowledges and accepts:

- that any proceedings concerning a Domain Name must be conducted before an ICANN-accredited Domain Name Dispute Resolution Service Provider in accordance with the UDRP, the Rules for UDRP and any relevant supplemental rules, and/or the Rules for URS and any relevant supplemental rules, as made available on the website of ICANN (www.icann.org); and
- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP against the Registrant in compliance therewith and with the Rules for UDRP and/or URS.

8.2. Unless agreed upon otherwise by the parties to a Domain Name Dispute or otherwise stated in the agreement between the Registrant and its Registrar, the language of the proceedings shall be the language of that agreement.

8.3. Any party may request the Complaints Point of Contact for further clarification or information with respect to a Domain Name Registration prior to or following the procedures published on the Registry Web Site. The Complaints Point of Contact may mediate between the complainant and the Registrant and shall have the right and the powers to suspend, cancel or delete a Domain Name. No fees are charged by the Registry or the Complaints Point of Contact in connection with any such mediation or remedy, which shall also be the only remedy available to the complainant.

Article 9. Eligibility Reconsideration Proceedings

9.1. If, after an ex officio review by the Registry and/or following submission of a complaint to the Complaints Point of Contact, the Registry determines that, according to the information contained in the Shared Registry System, the Registrant of a Domain Name did not or does not longer meet the Eligibility Requirements, the Registry will notify the Registrant of such failure to meet the Eligibility Requirements.

9.2. The Registrant has ten (10) working days following the notification referred to in Article 13.1 in order to ensure that it is in compliance with the Eligibility Requirements.

9.3. If the Registrant is not in compliance with these requirements within this timeframe, the Registry will be entitled to suspend and/or delete the respective Domain Name(s) of the Registrant with no refund of any fees or any other liability to the Registrant.

9.4. No (candidate) Registrant shall be entitled to any form of compensation, damages or refund as a result of a decision by the Registry to suspend or delete a Domain Name, and/or following the implementation of such decision.

CHAPTER 5. General Provisions

Article 10. Domain Name Syntax Requirements; Reserved Names; Registry Reserved Names

- 10.1. Every Domain Name in the .LIDL TLD must meet the following technical and syntax requirements:
 - the A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen ("-"), subject to the restrictions set out below;
 - the Domain Name cannot begin or end with a hyphen ("-");
 - underlined characters are not allowed;
 - the Domain Name cannot exceed 63 characters (excluding the TLD);
 - the Domain Name must have a minimum length of 1 character.

10.2. The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

10.3. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .LIDL TLD; however, the Registry reserves the right to allocate to and register a Domain Name mentioned on the list of Reserved Names in the name of a party indicated by the Registry (or itself).

10.4. Geographic Domain Names will be exclusively registered in the name of the Registry, unless agreed upon otherwise with the authority competent for giving its consent in accordance with Specification 5 of the Registry Agreement. Where consents are required prior to the registration and use of a Geographic Domain Name referred to and in accordance with Specification 5 of the Registry Agreement, the (candidate) Registrant will obtain such consents before actually registering, delegating and using these Domain Names.

Article 11. Term of Registration

11.1. When registering a Domain Name, the (candidate) Registrant must select the number of years for which the Domain Name is registered. The Term shall commence on the date of registration or renewal of the Domain Name, and shall expire on the same calendar day of the month within which the Domain Name was registered.

11.2. The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.

11.3. The Registry may terminate any Registered Domain Name at any time and for any reason, by giving the Registrant a notice of at least 180 (one hundred and eighty) calendar days, without the Registrant being entitled to any compensation, refund or damages whatsoever.

Article 12. Amendments

12.1. The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Web Site (or any other timeframe indicated therein), without

prior notice to Accredited Registrars and/or Registrants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

Article 13. Liability

13.1. To the extent allowed under governing law, the Registry shall only be liable in cases where wilful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register, not to register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, including an ICANN-accredited Dispute Resolution Services Provider, as well as the consequences of those decisions.

13.2. To the extent allowed under applicable law and unless provided otherwise herein, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid to the Accredited Registrar or reseller). The (candidate) Registrant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by a Registrant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The (candidate) Registrant further agrees to submit to a binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

13.3. Any Registrant shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the registration and/or use of the Domain Name by such Registrant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

13.4. For the purposes of this Article, the term "Registry" shall also refer to its shareholders, subsidiaries, members, subcontractors, agents and employees.

Article 14. Representations and Warranties

14.1. Any party submitting a Domain Name Registration request to the Registry through an Accredited Registrar and the Shared Registry System and any Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- it will not knowingly use the Domain Name contained in such request in violation of any applicable laws or regulations, including third party interests, throughout the term of such Domain Name Registration; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Accredited Registrar and the Registry.

14.2. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the (candidate) Registrant represents and warrants that:

- the Application, *casu quo* the Domain Name Registration contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- it shall participate in good faith in any proceedings described in this Policy commenced by or against the (candidate) Registrant; and
- the Domain Name is not defamatory, contrary to public order or morality or unlawful under applicable laws and regulations and that it shall respect and preserve the integrity and the exclusive character of the Registry and the LIDL brand, and any and all (intellectual property) rights associated therewith, including any other brands and the reputation of any entity related to the Registry.

14.3. The Accredited Registrar must ensure that any of its customers who is a (candidate) Registrant expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject a request to register a Domain Name or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in this Policy, or is not in compliance with any other provision of this Policy; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .LIDL TLD; or
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or
- to avoid any liability on behalf of the Registry, including their respective related parties, including directors, officers, employees, subcontractors and/or agents.

14.4. The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of this Policy, and in particular these representations and warranties.

Article 15. Payment of Applicable Fees Due

If payment is required, the Registry shall only be obliged to accept a Domain Name Registration request or to renew a Domain Name Registration once it has been unconditionally paid in full for such service by the Accredited Registrar appointed by the Registrant.

Payment of any fees due, for which the (candidate) Registrant, is solely liable, must be made with the Registry via an Accredited Registrar. The Registry is not responsible for any failure on the part of the Accredited Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name concerned.

Article 16. Assignment

Unless expressly provided for otherwise herein, neither party may assign any right or obligation hereunder without the written consent of the Registry. This Policy shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Article 17. Severability

If any provision of this Policy or any amendments thereto is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the Registry to maintain a safe and secure registry operation, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Policy, while the remainder of this Policy will continue in full force and effect.

Article 18. Waiver

No waiver of any right under this Policy shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Policy. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

Article 19. Compliance with Law

Neither party subject to this Policy will undertake, cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing another party to be in violation thereof in the execution of the terms and conditions set out herein.

Article 20. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

Article 21. Applicable Law; Jurisdiction

This Policy, as amended from time to time, will be governed by the laws of Germany.

Unless referred to otherwise in Article 12 hereof, any dispute, controversy or claim in relation to or arising under this Policy shall, upon the filing of a complaint, be referred to and finally determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Stuttgart, Germany, and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of (Stuttgart, Germany).

CHAPTER 6. Attachments

- Attachment 1: Registry Reserved Names
- Attachment 2: Reserved Names
- Attachment 3: Eligibility Requirements and Criteria

Attachment 1: Registry Reserved Names

Article 1. General list of Registry Reserved Names

The Domain Names mentioned or described in the following list are Registry Reserved Names and may be registered in the name of the Registry at the second level of the .LIDL extension:

- 1. HOME.LIDL
- 2. WWW.LIDL
- 3. NIC.LIDL
- 4. IRIS.LIDL
- 5. WHOIS.LIDL

Article 2. Country and Territory Names and short forms

The Domain Names mentioned or described in the following list are Registry Reserved Names at the second level and at all other levels within .LIDL for which registration is provided by the Registry and consents from the applicable governments will be obtained to the extend required:

- the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union ;">http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm#EU>;
- 2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World;
- 3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names.

Article 3. Categories of Registry Reserved Names

The (categories of) Domain Names that are to be registered in the name of the Registry include, but are not limited to:

- Names that are directly or indirectly related to the day-to-day activities of the Registry, the Brand Owner, or any of their respective Licensee(s);
- Names relating to Licensees, departments and subsidiaries of the Registry;
- Names of dealers, stores or outlets; and Names of geographic locations where Registry, the Brand Owner, or any of their respective Licensee(s) are active or planning to be active.

Attachment 2: Reserved Names

Article 1. Reservation of the label "EXAMPLE" and withheld domain names

The label "EXAMPLE" shall be reserved at the second level and at all other levels within .LIDL at which registrations are made.

Names of the Intergovernmental Organizations protected upon Article 6ter(1)(b) of the Paris Convention and/or accredited by the United Nations Economic and Social Council will be withheld from registration. Furthermore, Domain Names that have been earmarked by ICANN as "not available for registration" or with a similar status cannot be registered, unless ICANN has consented to making these labels available or an agreement to the contrary has been entered into between the Registry and ICANN.

Article 2. Categories of Reserved Names

At its own discretion, the Registry may reserve domain names at the second level and at all other levels within .LIDL at which registration are made, including, in particular, defamatory names or names that could harm the reputation of the brands and trademarks of the Registry, the Brand Owner, or any of their respective related parties and/or Licensees.

Attachment 3: Eligibility Requirements and Criteria

Article 1. Definitions

Capitalized terms have the meaning as specified in Article 1 of the .LIDL Domain Name Registration Policies.

Article 2. Eligible Registrants

The .LIDL TLD is a brand-TLD, as contemplated by Specification 13 of the Registry Agreement entered into by and between the Registry and ICANN.

Subject to restrictions that are imposed by Registry from time to time, only the Registry or its Licensee are entitled to be the Registrant for one or more Domain Names in the .LIDL TLD.

Article 3. Contacts

Unless otherwise determined by the Registry, at its sole discretion, each and every Domain Name shall have the following associated Contacts:

Admin-C: Registry

Tech: Registry

Billing: Registry

The Registry shall be entitled, at its sole discretion, to add one or more contacts to the list referred to above, including, but not limited to, contacts associated with third parties.