

## ASSIGNMENT DEED

This Assignment Agreement (this "Agreement"), by and among ISelect Ltd ("Assignor") and Registry Services, LLC ("Assignee"), is made as of 30 June 2019 (the "Effective Date").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume and accept, certain contracts, including the liabilities thereunder, set forth next to its name in Exhibit A (all such contracts together, the "Transferred Registry Agreements").

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Specified Registry Agreements. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby acquires and accepts, all of Assignor's legal, beneficial and other right, title and interest in and to the Transferred Registry Agreements.
2. Assumed Liabilities. In accordance with this Deed, Assignee hereby agrees to assume, pay, discharge, perform or otherwise satisfy all liabilities and obligations of Assignor arising out of or related to the Transferred Registry Agreements assigned to Assignee from the Effective Date. As of the Effective Date, Assignee hereby accepts the assignment of the Transferred Registry Agreements and assumes all liabilities of Assignor relating thereto, whether contingent or accrued, from the Effective Date and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Transferred Registry Agreements.
3. Further Assurances. From time to time after the Effective Date, and for no consideration, Assignee and Assignor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to appropriately consummate the rights, obligations and transactions contemplated by this Deed. Notwithstanding the forgoing, Assignor shall continue to be bound by the covenants and obligations set forth in the Transferred Registry Agreements that are intended to continue after assignment or termination.
4. Rights of ICANN. The Assignor and Assignee hereby acknowledge that ICANN's Consent to Assignor's assignment of the Transferred Registry Agreements does not waive any rights ICANN may have to take action with respect to any breaches of the Transferred Registry Agreements by Assignor occurring prior to the Effective Date.
5. Amendment and Modification. This Deed may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.
6. Waiver. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof. Any such waiver by a party shall be valid only if set forth in writing by such party.

7. Entire Agreement. This Deed constitutes the entire agreement, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the parties with respect to the subject matter of this Deed. No party to this Deed shall have any legal obligation to enter into the transactions contemplated hereby unless and until this Deed shall have been executed and delivered by each of the parties.
8. Governing Law. This Deed and all disputes or controversies arising out of or relating to this Deed or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.
9. Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Deed brought by any party or its successors or assigns against the other party shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Deed and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient.
10. Waiver of Jury Trial. Each of the parties hereby irrevocably waives all right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Deed or the transactions contemplated hereby.
11. Assignment; Successors. This Deed may not be assigned by either party without the prior written consent of the other parties. Subject to the preceding sentence, this Deed will be binding upon the parties and their respective successors and assigns.
12. Severability. If any provision or portion of any provision of this Deed is held to be invalid, illegal or unenforceable in any respect under any applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision hereof, so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party.
13. Counterparts. This Deed may be executed in counterparts (including facsimile and electronic transmission counterparts), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

14. Confidentiality. Each party to this Deed must keep the terms of this Deed confidential and not disclose the terms of this Deed to any other party except to the extent that the disclosure is necessary to enforce this Deed or necessary to comply with any law or requirement of any regulatory body (including ICANN).

IN WITNESS WHEREOF, each of the parties have signed, sealed and delivered this Deed as of the date last written below.

Signed, sealed and delivered by:

ASSIGNOR:

Executed by

ISELECT LTD

and signed, sealed and delivered on its behalf by its authorised signatory in the presence of

[Redacted]

Authorised Signatory

Vicki Pafumi  
Print name of Authorised Signatory

[Redacted]

Witness

Kimberley Grace  
Print name of Witness

Date: 24/5/19

ASSIGNEE:

REGISTRY SERVICES, LLC

[Redacted]

Name: Heather Hoffert

Title: VP Finance

Date: 5/24/2019

**Exhibit A: Transferred Registry Agreements**

1. .COMPARE Registry Agreement, by and between Internet Corporation for Assigned Names and Numbers and iSelect Ltd, dated 8 October, 2015, as amended.
2. .SELECT Registry Agreement, by and between Internet Corporation for Assigned Names and Numbers and iSelect Ltd, dated 8 October, 2015, as amended.