

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT made this 15th of April, 2015 by and between Dot Tech, LLC, a State of Kansas limited liability company ("Assignor") and Personals TLD Inc, an International Business Company incorporated in Seychelles, Company No. 102763 ("Assignee").

WHEREAS, Assignor applied to operate for the new gTLD ".tech" Registry with the Internet Corporation for Assigned Names and Numbers ("ICANN")

WHEREAS, Assignor was awarded the new gTLD .tech Registry by ICANN.

WHEREAS, as Assignor and Assignee are wholly owned by Radix FZC, a for profit Free Trade Zone company, organized and existing under the laws of Ras Al Khaimah, UAE, with its principal place of business located in F/19, BC1, Ras Al Khaimah FTZ, P.O Box # 16113, Ras Al Khaimah Ras Al Khaimah 16113, United Arab Emirates ("Radix").

WHEREAS, Assignor desires to assign and Assignee desires to assume the .tech registry agreement, currently available at <https://www.icann.org/resources/agreement/tech-2015-01-30-en> (".Tech Registry Agreement") along with all of its terms and conditions for a consideration of [REDACTED]

WITNESSETH:

In consideration of the mutual covenants, agreements, representations and warranties as expressed in this document, and intending to be legally bound, the parties agree as follows:

1) ASSIGNMENT OF .TECH REGISTRY AGREEMENT

- a) *Effective Date.* Assignor shall sign this Agreement and then provide signatures to Assignee for signing. The Effective Date of this Agreement shall be the date the Assignee counter-signs this Agreement.
- b) *Closing Date for the Dot Tech Asset Purchase.* The Closing Date shall be the date Assignee signs this Agreement.
- c) *Transfer of asset.* As of the Effective Date, Assignee hereby acquires from Assignor, and Assignor hereby transfers and conveys to Assignee, all of Assignor's interests, assets, properties, and rights, of every type and description, tangible and intangible to the registry for the .tech gTLD including but not limited to any and all attendant ICANN agreements or assignments as required.



- d) *Encumbrances.* The assignment of the .Tech Registry Agreement shall be free and clear of all obligations, security interests, liens and encumbrances.
- e) *Consideration.* The consideration is US \$6,760,000.00 which shall be paid to Assignor at closing.
- f) *Conduct of business.* Assignor covenants, represents, and warrants in favor of Assignee that pending completion of the Closing, unless otherwise agreed to in writing by Assignee:
 - i) Assignor shall not engage in any action or fail to act if the result may interfere with the .tech gTLD registry.
 - ii) Assignor shall not enter into any further agreement with ICANN without prior review and approval of Assignee.
- g) Assignor shall give Assignee prompt notice in writing of all events prior to Closing which materially relate to the .Tech Registry Agreement and this Agreement.

2) REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor represents and warrants as of the date hereof and as of closing to Assignee, as follows:

- a) *Corporate organization.* Assignor is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of the State of Kansas and has full power and authority to carry on its current business and to own, use, and sell its asset.
- b) *Corporate authority.* Assignor has duly authorized the execution and delivery of this Agreement to Assignee and the carrying out of its provisions.
- c) *Compliance.* Neither the execution and delivery of this Agreement, nor the consummation by Assignor of any of the transactions contemplated hereby will result in a breach of any applicable statute or regulation, or of any administrative or court order or decree; nor will such compliance conflict with or result in the breach of any term, provision, covenant or condition of any agreement with ICANN or any other instrument to which Assignor is a party or by which it may be bound.
- d) *Binding nature.* This Agreement shall be, when duly executed and delivered, a legal and binding obligation of Assignor, enforceable in accordance with its terms.
- e) *Litigation.* No suit, action, or legal, administrative, arbitration, or other proceeding or governmental investigation is pending, or to Assignor's knowledge is threatened against Assignor's assets. There is no outstanding judgment, decree, or other claims against Assignor which affects Assignor in any way.

Assignor's Initials: _____
Assignee's Initials: _____



- f) *Good title.* Assignor has and shall transfer to Assignee at Closing good and marketable title to the .tech gTLD being assigned hereunder, free and clear of all security interests, encumbrances or liens, and further represents and warrants the transactions contemplated herein are otherwise consistent with all covenants and obligations required of ICANN of Assignor and necessary for the Assignee to successfully maintain and operate a registry for the .tech gTLD.
- g) *Representations and warranties.* No representation or warranty by Assignor in this Agreement or any documents provided hereunder contains or will contain any untrue statement or omits or will omit to state any material fact necessary to make the statements contained herein not misleading. All representations and warranties made by Assignor in this Agreement and all documents provided hereunder shall be true and correct as of the date of Closing with the same force and effect as if they had been made on and as of such date.

3) REPRESENTATIONS AND WARRANTIES OF ASSIGNEE

Assignee represents and warrants to Assignor as follows:

- a) *Corporate organization.* Assignee is an International Business Company duly organized, validly existing and in good standing under the laws of Seychelles, and will have full power and authority to enter into this Agreement and perform the transactions contemplated herein.
- b) *Corporate authority.* Assignee warrants that it has been duly authorized to enter into this Agreement and is binding upon and enforceable against Assignee in accordance with its terms.
- c) *Binding nature.* This Agreement shall be, when duly executed and delivered, a legal and binding obligation of Assignee, enforceable in accordance with its terms.
- d) *Assumption of .Tech Registry Agreement.* Assignee expressly agrees to assume all of the terms and conditions of the .Tech Registry Agreement at Closing.
- e) *Representations and warranties.* No representation or warranty by Assignee in this Agreement contains or will contain any untrue statement or omits or will omit to state a material fact necessary to make the statements contained herein not misleading. All representations and warranties made by Assignee in this Agreement shall be true and correct as of Closing with the same force and effect as if they had been made on and as of such date.



4) MISCELLANEOUS

- a) *Brokerage.* Each party represents and warrants to the other that no broker is entitled to any commission, or similar fee, in connection with the making and carrying out of this Agreement.
- b) *Assignee Indemnification.* Assignor shall defend, indemnify, and hold Assignee harmless against any loss, damage, claim of third parties, actions, suits, demands, judgments, or expense (including legal and other fees and charges), incurred or sustained by Assignee as a result of or attributable to any misrepresentation or breach of any representation, warranty, covenant, or agreement herein given or made by Assignor or Assignor or for any third-party claims arising out of the operation of the Business prior to closing including but limited to any tax liability incurred prior to closing.
- c) *Assignor Indemnification.* Assignee shall defend, indemnify, and hold Assignor harmless against any loss, damage, claim of third parties, actions, suits, demands, judgment, or expense (including legal and other fees and charges), incurred or sustained by Assignor as a result of or attributable to any misrepresentation or breach of any representation, warranty, covenant, or agreement herein given or made by Assignee.
- d) *Entire agreement.* This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof.
- e) *Headings.* Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.
- f) *Governing law.* This Agreement shall be construed in accordance with and governed by the laws of the Singapore.
- g) *Binding effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns
- h) *Assignment.* Assignor may not assign this Agreement without express permission of the Assignee. Assignee has the right to assign this Agreement without Assignor's consent and for any reason.

Assignor's Initials: _____
Assignee's Initials: _____



In witness whereof the parties have caused this Agreement to be duly executed on the date first above written.

Assignor
Dot Tech, LLC



By: Sameer Patil

Assignee
Personals TLD Inc.



By: Brijesh Joshi

Assignor's Initials:
Assignee's Initials:


