.ASIA Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement") is between DotAsia Organisation Limited, a Hong Kong limited-by-guarantee corporation, with its principal place of business located at 15/F, 6 Knutsford Terrace, Tsim Sha Tsui, Kowloon, Hong Kong ("DotAsia"), and:

[*Registrar's Name*] _____ , a

[*Jurisdiction and Type of Organisation*] _____

with its principal place of business located at

[*Registrar's Location*] _____

("Registrar").

WHEREAS, DotAsia has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .ASIA top-level domain (".ASIA Registry");

WHEREAS, multiple registrars will provide Internet domain name registration services within the .ASIA Registry;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .ASIA Registry.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DotAsia and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1. The **"APIs"** are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

1.2. **"Charter Eligibility Declaration Contact" ("CED Contact")** is a contact that is designated to make the declaration that it meets the Charter Eligibility Requirement for registering a .ASIA domain name.

1.3. **"Charter Eligibility Requirement"** means the eligibility requirement set out in the .ASIA Charter, that the Registered Name Holder is required to comply with. The policy for such requirement, the "Charter Eligibility Requirement Policy" is stated on DotAsia's website at http://policies.registry.asia, which is laid down by DotAsia from time to time and incorporated herein by reference. Registrar must review those policies as they form part of this Agreement.

1.4. **"Confidential Information"** means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under

this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.5.   **"DNS"** means the Internet domain name system.

1.6.   **"Domain Contact"** means a contact associated with a domain registration. Four types of Domain Contacts are accepted: Registrant Contact, Administrative Contact, Technical Contact and Billing Contact.

1.7.   The **"Effective Date"** shall be the date on which the Agreement is executed by both parties.

1.8.   **"EPP"** means Extensible Provisioning Protocol, which is the protocol used by DotAsia.

1.9.   **"ICANN"** means the Internet Corporation for Assigned Names and Numbers.

1.10.   **"ICANN Requirements"** consist of the obligations set forth in the Registry Agreement, the obligations set forth in the latest version (including additional appendices) of the ICANN Registrar Accreditation Agreement, any ICANN Temporary Specifications or Policies and Consensus Policies (as defined in the Registry Agreement), including, without limitation, the latest versions, of policies identified at http://www.icann.org/general/consensus-policies.htm.

1.11.   **"Personal Data"** refers to data about any identified or identifiable natural person.

1.12.   **"Registered Name"** refers to a domain name within the domain of the .ASIA Registry, whether consisting of two or more (e.g., domain.asia or domain.example.asia) levels, about which DotAsia or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.13.   **"Registered Name Holder"** means the holder of a Registered Name. For the context of the .ASIA Registry, in consideration and compliance with the Charter Eligibility Requirement Policy, the Registered Name Holder is defined as the collective of the Registrant Contact and the Charter Eligibility Declaration Contact.

1.14.   The **"Registrar Tool Kit"** comprises the items described in Exhibit A.

1.15.   **"Registry Agreement"** means the agreement between DotAsia and ICANN dated December 6, 2006 for the operation of the .ASIA Registry.

1.16.   **"Registry Database"** means a database comprised of data about one or more DNS domain names within the domain of the .ASIA Registry that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.

1.17.   **"Registry Policies"** include those policies, procedures, guidelines, and criteria promulgated by DotAsia from time to time, as authorized by ICANN in Appendix S, Part 2 of the Registry Agreement (Delegated Authority), including without limitation, such policies laid down by DotAsia from time to time on DotAsia's website at http://policies.registry.asia, which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement.

1.18.   **"Registry Services"** means services provided as an integral part of the operation of the .ASIA Registry, including all subdomains in which Registered Names are registered. In

determining whether a service is integral to the operation of the .ASIA Registry, consideration will be given to the extent to which DotAsia has been materially advantaged in providing the service by its designation as such under this Agreement. The development of technology, expertise, systems, efficient operations, reputation (including identification as DotAsia or the Registry Operator), financial strength, or relationships with registrars and third parties shall not be deemed an advantage arising from the designation. Registry Services include: receipt of data concerning registration of domain names and nameservers from registrars, provision to registrars of status information relating to the .ASIA Registry, dissemination of TLD zone files, operation of the .ASIA Registry zone servers, dissemination of contact and other information concerning domain-name and nameserver registrations in the .ASIA Registry.

1.19. **"Registry Services Provider"** means Afilias Limited, a company incorporated under the laws of Ireland and having its principle offices at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, its successors and assigns as designated by DotAsia.

1.20. The **"Registry System"** means the system operated by DotAsia for Registered Names in the .ASIA Registry.

1.21. **".ASIA Registry"** means the Top Level Domain Registry as defined by the agreement between DotAsia and ICANN.

1.22. **"Start-Up Process"** consists of, but not limited to: Pre-Sunrise, Sunrise 1, Sunrise 2 (Sunrise 2a, Sunrise 2b and Sunrise 2c), Landrush, and Auction as defined in Appendix S, Part 4 of the Registry Agreement (Start-Up Plan) and further refined in the ".ASIA Sunrise Policies" document and other relevant documents.

1.23. **"Start-Up Policies"** means the policies that govern the Start-Up Process. Such polices form part of the Registry Policies and are set forth on the DotAsia's website at http://policies.registry.asia. Registrar must review those policies as they form part of this Agreement.

1.24. **"Term"** means the term of this Agreement, as set forth in Subsection 9.1.

1.25. A **"TLD"** means a top-level domain of the DNS.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2.   OBLIGATIONS OF DOTASIA

2.1. **Access to Registry System.** Throughout the Term of this Agreement, DotAsia shall provide Registrar with access as a registrar to the Registry System that DotAsia operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between DotAsia and ICANN.

2.2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and DotAsia requirements authorized by ICANN, DotAsia shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term of registration for which Registrar has paid the fees required by Subsection 4.1.

2.3. **Provision of Tool Kit; License.** No later than three (3) business days after the Effective Date, or immediately upon the release of the Registrar Tool Kit, whichever is later, or as otherwise agreed in writing by the parties hereto, DotAsia shall provide and license to

Registrar a copy of the Registrar Tool Kit, including sufficient technical specifications to reasonably permit Registrar to interface with the Registry System and employ its features that are available to registrars. Subject to the terms and conditions of this Agreement, DotAsia hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited licence to use during the Term and for the purposes of this Agreement, all components owned by or licensed to DotAsia in and to the EPP, APIs, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the .ASIA Registry only and for no other purpose.

2.4. **Changes to System.** DotAsia (or its agents or licensors) may from time to time make modifications to the EPP, APIs, or other software, materials or documentation licensed hereunder that may modify, revise, diminish or augment the features of the Registry System. DotAsia will use commercially reasonable efforts to provide Registrar with at least ninety days' notice prior to the implementation of any material changes to the EPP, APIs or software licensed hereunder, but it cannot guarantee that such a ninety-day (90) period will be always feasible. Changes such as new features added to the EPP and API which do not render the immediate older version of which described in the Registrar Tool Kit unusable is not considered to be a material change, even though these new features may not be provisioned to use the immediate older version.

2.5. **Engineering and Customer Service Support.** DotAsia shall provide Registrar with engineering and customer service support as set forth below:

2.5.1. **Engineering Support.** DotAsia agrees to provide Registrar with reasonable support to address engineering issues arising in connection with Registrar's use of the Registry System.

2.5.2. **Customer Service Support.** During the Term of this Agreement, DotAsia will provide reasonable customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrars), for non-technical issues solely relating to the Registry System and its operation. DotAsia will provide Registrar with detailed contact information for such support during implementation of the EPP, APIs and Software.

2.6. **Handling of Personal Data.** DotAsia shall notify Registrar of the purposes for which Personal Data submitted to DotAsia by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. DotAsia shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. DotAsia shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

DotAsia may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars.

2.7. **Functional and Performance Specifications.** DotAsia shall comply with the provisions of the Functional and Performance Specifications set forth in the Registry Agreement.

2.8. **ICANN Requirements.** DotAsia's obligations hereunder are subject to modification at any time as the result of changes to ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

3.   OBLIGATIONS OF REGISTRAR

3.1.   **Accredited Registrar.** During the Term of this Agreement, Registrar shall at all times maintain in full force and effect its accreditation by ICANN as a registrar for the .ASIA Registry.

3.2.   **Communication with Registered Name Holder.** Registrar shall not communicate any information to a Registered Name Holder which is inconsistent or otherwise not in compliance with (i) Registry Policies; (ii) Start-Up Policies; (iii) Charter Eligibility Requirement; (iv) the terms of this Agreement; or (v) operational standards, procedures and practices for the Registry TLD established from time to time by DotAsia. Registrar shall facilitate DotAsia to communicate with the Registered Name Holder (e.g., for request(s) for additional information regarding compliance requirements) as DotAsia desires for performance or promotion of Registry Services or other services, in compliance with Registry Policies, Charter Eligibility Requirement Policy, Sunrise Policies, or in complying with law enforcement or a court order.

3.3.   **Registrar Cooperation.** Registrar, its employees, contractors, agents and delegates, shall not impede DotAsia's performance under this Agreement and shall reasonably cooperate with DotAsia in furtherance of such performance.

3.4.   **Registry Policies.** Registrar must comply with Registry Policies, including but not limited to Start-Up Polices and Charter Eligibility Requirement.

3.5.   **Charter Eligibility Requirement.** As all Registered Name Holders are required to comply with the Charter Eligibility Requirement as set forth in the Registry Policies, Registrar shall incorporate in its registration process, the necessary mechanisms for the Registered Name Holder to declare compliance with such requirement, and to obtain and submit to DotAsia, the required information that shows such compliance.

3.6.   **Registrar Responsibility for Customer Support.** Registrar shall provide such customer support as is needed to receive, accept, and process registrations from qualified entities and individuals desiring to become Registered Name Holders, and to receive, accept, and process orders for cancellation, deletion or transfer of Registered Names. Throughout the term of their registration, Registrar shall provide Registered Name Holders reasonable customer service (including domain name record support) and billing and technical support. In addition, the Registrar will reasonably cooperate with DotAsia in marketing campaigns or community outreach programs that DotAsia may commence from time to time.

3.7.   **Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder sufficient to bind such Holder. Registrar's registration agreement may contain multiple alternative forms and Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided that all versions of the registration agreement includes those terms required by this Agreement (including, without limitation, Sections 3.8 and 3.9) and other terms that are consistent with Registrar's obligations to DotAsia under this Agreement.

Upon request by DotAsia, Registrar shall furnish its registration agreements to DotAsia within fourteen (14) calendar days.

3.8.   **Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia, Registry Services Provider, and their directors, officers, employees and agents from and

against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.9. **Compliance with Terms and Conditions.** To the extent Registry Policies are applicable to or contemplate compliance by Registered Name Holders, Registrar shall, in the manner set forth by DotAsia from time to time in the Registry Policies, obligate such Registered Name Holders to adhere to Registry Policies. Furthermore, and in addition to the provisions of Subsection 3.7 and 3.8, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to adhere to (or comply with, as appropriate):

3.9.1. ICANN requirements, standards, policies, procedures, and practices for which DotAsia has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;

3.9.2. Operational standards, policies, procedures, and practices for the .ASIA Registry established from time to time by DotAsia in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia to Registrar;

3.9.3. The following provision: "Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited ("DotAsia"), the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia have vested and that DotAsia has relied on its third party beneficiary rights under this Agreement in agreeing to _____ [*Registrar's name*]_____ being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement."

3.9.4. Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by DotAsia and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy;

3.9.5. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");

3.9.6. Submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP");

3.9.7. Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.9.8. Acknowledge and agree to comply with the .ASIA Charter Eligibility Requirement, including the following provision: "The Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (CED Contact), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the

DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time.

Registered Name Holder acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates."

3.9.9. Agree to be bound by the terms and conditions in the initial launch and general operations of the Registry TLD, including without limitation the Start-Up Policies. Where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.

3.9.10. Acknowledge and agree that DotAsia and Registry Services Provider, acting in consent with DotAsia, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by DotAsia, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

3.9.11. Submit to proceedings commenced under other dispute policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

3.10. **Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by DotAsia from time to time, and shall update such data from time to time in order to maintain the accuracy thereof. Registrar hereby grants DotAsia a non-exclusive, non-transferable, limited licence to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in DotAsia's operation of the .ASIA Registry.

3.11. **Security.** Registrar shall develop and employ in its domain name registration business technical, physical, and administrative measures as needed to ensure that its connection to the Registry System is secure, that all data exchanged between Registrar's system and the Registry System is protected from unauthorized access or unintended disclosure. Registrar shall employ technical, physical, and administrative measures as needed to prevent its access to the Registry System granted hereunder from being used to (i) access the Registry System without authorization from DotAsia; (ii) allow, enable, or otherwise support the transmission by e-mail, telephone, facsimile, short-messaging system (SMS) or other forms of commercial advertising or solicitations to entities other than its own existing customers (to the extent permitted by applicable law); or (iii) enable high volume, automated, electronic processes that send queries or data to the systems of DotAsia, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Registry Services Provider may require other reasonable security provisions (both technical and non-technical) to ensure that the Registry System is secure and stable.

3.11.1. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the Registry Services Provider and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Registry Services Provider within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.11.2. Registrar shall not provide identical Registrar-generated <authinfo> codes for domain names registered by different registrants. Registry Services Provider in its sole discretion may choose to modify <authinfo> codes for one or more given domains sponsored by Registrar and shall notify Registrar of such modifications that may be verified by Registrar via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be included in the Registrar toolkit provided by the Registry Services Provider or otherwise provided by Registry Services Provider to Registrar. Registrar shall provide the Registered Name Holder with timely access to the <auth-info> code along with the ability to modify the <authinfo> code in accordance with the provisions of the ICANN Transfer Policy (http://www.icann.org/transfers/policy-12jul04.htm).

3.12. **Resolution of Technical Problems.** Registrar shall employ such employees, contractors, or agents with sufficient technical training and experience as reasonably necessary to fulfill its obligations hereunder, and to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of DotAsia in conjunction with Registrar's systems. In the event of significant degradation of Registry operations or other emergency, DotAsia may, in its sole discretion, temporarily suspend Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated. DotAsia accepts no liability whatsoever and howsoever incurred for losses to the Registrar caused or linked to such a suspension of service.

3.13. **Time.** In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall be deemed the definitive registration entry time.

3.14. **Change in Registrar Sponsoring Domain Name.** Registrar may assume or transfer sponsorship of a Registered Name Holder's existing domain name registration from or to another registrar in accordance with all applicable ICANN Requirements, including without limitation, the Policy on Transfer of Registrations between Registrars (the Transfer Policy), and applicable Registry Policies.

3.15. **Restrictions on Registered Names.** In addition to complying with Registry Policies and ICANN requirements limiting or prohibiting registration of specified domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

4. FEES

4.1. **Amount of DotAsia Fees.** Registrar agrees to pay DotAsia the fees set forth in Exhibit B for initial and renewal registrations and other services provided by DotAsia to Registrar (collectively, "Fees"). DotAsia reserves the right to revise the Fees prospectively upon

thirty (30) days' notice to Registrar, to the extent and in the manner that such adjustments are permitted by the Registry Agreement.

4.2. **Payment of DotAsia Fees.** Prior to commencing registrations, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by DotAsia, which acceptance will not be unreasonably withheld. DotAsia shall set no minimum deposit, however the Registrar shall place in this account enough funds to cover expected transactions. All Fees are due immediately upon transaction and payable from, the letter of credit, deposit account, or other credit facility.

4.3. **Non-Payment of Fees.** Registrar's timely payment of Fees is a material condition of DotAsia's obligations under this Agreement. In the event that Registrar fails to pay its Fees within five (5) days of the date when due, DotAsia may, in its sole discretion: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with unpaid invoices from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and/or (iv) pursue any other remedy under this Agreement.

4.4. **Variable Registry-Level Fee.** In the event that DotAsia is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 7.2(c) of the Registry Agreement, DotAsia is entitled to collect such Fees from Registrar, and Registrar hereby gives its express approval of DotAsia's collection, in addition to Fees due to DotAsia under 4.2 above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by DotAsia to ICANN with respect to Registrar's registrations in the .ASIA Registry.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. **Use of Confidential Information.** During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party is subject to the following terms and conditions:

5.1.1. The Receiving Party will treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable technical, physical and administrative security measures and operating procedures.

5.1.2. The Receiving Party will use Confidential Information of the Disclosing Party solely for the purpose of exercising its right and/or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.3. Except as expressly contemplated hereunder, the Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided that if the Receiving Party is a corporation, partnership, or similar entity, then the Receiving Party may disclose Confidential Information to its officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information and: (a) who have been advised by the Receiving Party of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof; and (b) the Receiving Party ensures that they are legally obligated to comply with the terms of this Section 5.1; provided, further, that the Receiving Party shall be responsible for, and will indemnify the Disclosing Party in the manner set forth in Section 6.1 below, against, any unauthorized use or disclosure of any Confidential Information, whether by the Receiving Party or such personnel.

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that, as indicated by reasonable written evidence, (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; (ii) is or has entered the public domain through no fault of the Receiving Party; (iii) is known by the Receiving Party prior to the time of disclosure; (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure.

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

5.2. **Intellectual Property.**

5.2.1. Subject to the licences granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, design rights, proprietary processes and all other forms of intellectual property.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licences under any patent, patent application, copyright, trade mark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

5.2.3. Either party authorizes the other party during the Term of this Agreement to use its logo, trade mark and/or trade name solely for the purpose of exercising its right and/or performing its obligations under this Agreement and for no other purposes whatsoever and subject to its undertaking that it will only use the logo, trade mark and/or trade name without alteration or modification and only in such manner and with such acknowledgement of proprietorship as shall from time to time be stipulated.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. **Indemnification.** Registrar, at its own expense and within thirty (30) days after presentation of a demand by DotAsia under this Section, will indemnify, defend and hold harmless DotAsia and its employees, directors, officers, representatives, agents and affiliates (each, an "Indemnified Party"), against any claim, suit, action, or other proceeding brought against any Indemnified Party based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; (iii) relating to Registrar's violation of ICANN Requirements; (iv) as a result of Registrar's failure to include any or any adequate provisions in its Registration Agreement pursuant to Sections 3.7 to 3.9 above to sufficiently hold Registered Domain Name Holders liable; (v) involving Registrar's violation of Section 5.1 above; or (vi) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name

application process, systems and other processes, fees charged, billing practices and customer service; provided that if the Indemnified Party advises that there are issues that raise actual conflicts of interest between the Registrar and the Indemnified Party (except that the fact that the Registrar is indemnifying the Indemnifying Party shall not, in and of itself, constitute a conflict of interest), then the Indemnified Party, without waiving any rights against the Registrar, may settle or defend against any such claim in the Indemnified Party's sole discretion and the Indemnified Party shall be entitled to recover from the Registrar the amount of any settlement or judgment and, on an ongoing basis, all Damages (as defined below) of the Indemnified Party with respect thereto, including interest from the date such Damages were incurred; provided, further, that all reasonable costs and expenses incurred by the Indemnified Party in so defending such a claim, regardless of the outcome of such defense, shall constitute Damages.   DotAsia shall provide Registrar with prompt notice as herein provided, however such failure to provide prompt notice shall not relieve the Registrar of its duties and responsibilities under this Section 6 except to the extent that the Registrar demonstrates that the defense of the third party claim is materially prejudiced by such failure), and upon Registrar's written request, DotAsia will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses the Indemnified Parties for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without DotAsia's prior written consent, which consent shall not be unreasonably withheld, delayed, or made subject to a condition; provided that consent may be withheld from any settlement or compromise that does not include a complete and unconditional release of the Indemnified Party or that does include any injunctive or non-monetary relief applicable to the Indemnified Party. Registrar will pay any and all costs, damages (including direct, consequential, and/or special damages), and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by DotAsia in connection with or arising from any such indemnifiable claim, suit, action or proceeding ("Damages").

6.1.1. Registrar shall indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the employees, and directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against Registry Services Provider, or any affiliate of Registry Services Provider, based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including without limitation Registrar's dispute policy, between Registrar and any domain name registrant or other customer, or any registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. Registry Services Provider shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Registry Services Provider will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Services Provider for Registry Services Provider's actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Services Provider's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Services Provider in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. **Representation and Warranty.** Registrar represents and warrants that: (i) it is a [*Jurisdiction and Type of organization*] _____

duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (iv) no further approval, authorization or consent of any governmental or regulatory authority or of ICANN is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement, (v) that it will provide services to its customers and/or users using all due skill, care, diligence and professionalism.

6.3. **Limitation of Liability.** In no event shall DotAsia be liable for any special, indirect, incidental, punitive, exemplary or consequential damages, or any damages resulting from loss of profits or business interruption, arising out of or in connection with this agreement, even if DotAsia has been advised of the possibility of such damages. In no event shall the maximum aggregate liability of Dotasia and its subcontractors exceed the lesser of (i) the total amount paid to Dotasia under the terms of this agreement for the immediately preceding 12 month period, or (II) $50,000 USD.

6.4. **Disclaimer of Warranties.** The registrar tool kit, and all other items provided by DotAsia or its subcontractors, are provided "as-is" and without any warranty of any kind. DotAsia expressly disclaims all warranties and/or conditions, express or implied, including, but not limited to, the implied warranties and conditions of merchantability and satisfactory quality and fitness for a particular purpose and noninfringement of third party rights. DotAsia does not warrant that the functions contained in the registrar tool kit will meet registrar's requirements, or that the operation of the registrar tool kit will be uninterrupted or error-free, or that defects in the registrar tool kit will be corrected. Furthermore, DotAsia does not warrant nor make any representations regarding the use or the results of the registrar tool kit or related documentation in terms of their correctness, accuracy, reliability, or otherwise. Should the registrar tool kit prove defective, registrar assumes the entire cost of all necessary servicing, repair or correction of registrar's own systems and software.

6.5. **Reservation of Rights.** DotAsia reserves the right to deny, cancel or transfer any registration or transaction that it deems necessary, in its discretion (i) to protect the integrity, security and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) for violations of this Agreement and its Exhibits; or (v) to correct mistakes made by the DotAsia, the Registry Services Provider or any Registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

7.   INSURANCE

7.1. **Insurance Requirements.** Registrar shall acquire, prior to the Effective Date, at least US $1,000,000 in comprehensive general liability insurance from a reputable insurance provider with an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to DotAsia upon DotAsia's reasonable request. Such insurance shall entitle DotAsia to seek compensation under such policy on behalf of DotAsia and its subcontractors, and the shareholders, members, directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

8. DISPUTE RESOLUTION

8.1. **Dispute Resolution.** Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Hong Kong. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety (90) days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the courts in Hong Kong; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in Hong Kong, which shall not be a waiver of this arbitration agreement.

9. TERM AND TERMINATION

9.1. **Term of the Agreement; Revisions.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is sixty (60) months after the Effective Date. The Term of this agreement shall automatically renew for additional one (1) year periods unless either party provides notice to the other, in writing, of termination at least thirty-days prior to the end of the initial or any renewal term. In the event that DotAsia elects to amend this Registry-Registrar Agreement, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) days after DotAsia provides notice of such amendment, terminate this Agreement immediately by giving written notice to DotAsia. If DotAsia does not receive the executed amendment or notice of termination from Registrar within the fifteen (15) day period, Registrar shall be deemed to have terminated this Agreement effective upon the expiration of such fifteen (15) day period. In the case of such termination, all Obligations of Registrar described above shall survive termination until obligations to Registered Name Holders sponsored by the Registrar are fulfilled or reasonably resolved as per Section 9.3 below.

9.2. **Termination.** This Agreement may be terminated as follows:

9.2.1. Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination, with such date not being earlier than the date such notice is provided.

9.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving DotAsia thirty (30) days' notice of termination. In the case of such termination, all Obligations of Registrar described above shall survive termination until obligations to Registered Name Holders sponsored by the Registrar are fulfilled or reasonably resolved as per Section 9.3 below.

9.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

9.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that the Registry Agreement is terminated or expires without entry of a subsequent Registry Agreement with ICANN and assignment of this Agreement under Subsection 10.1.1.

9.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

9.3. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

9.3.1. DotAsia will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to DotAsia for Fees are current.

9.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

9.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party and the parties' reciprocal licence to use the trade mark, logo and/or trade name granted pursuant to subsection 5.2.3 shall immediately terminate. .

9.3.4. All fees owing to DotAsia shall become immediately due and payable.

9.3.5. In the event of pending or actual termination in accordance with the provisions of Subsections 9.2.1, 9.2.2, or 9.2.3, DotAsia reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition or Registered Name Holders to other .ASIA-accredited registrars.

9.4. **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Sections 3.7, 3.8, 3.9, 4, 5, 6, 8 and (ii) the Registered Name Holder's indemnification obligations. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10. MISCELLANEOUS

10.1. **Assignments.**

10.1.1. Assignment to Successor Registry Operator. In the event the DotAsia's Registry Agreement is terminated or expires without entry by DotAsia and ICANN of a subsequent registry agreement, DotAsia's rights under this Agreement may be assigned to a company with a registry agreement covering the .ASIA Registry upon ICANN's giving Registrar written notice within sixty (60) days of the termination or

expiration, provided that the subsequent registry operator assumes the duties of DotAsia under this Agreement.

10.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that the Registry Agreement is validly assigned, DotAsia's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of DotAsia under this Agreement.

10.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer any or all of its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment or transfer in contravention of this Section 10.1.3 shall be null and void.

10.2. **Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by fax during business hours) to the address or fax number set forth beneath the name of such party below, unless such party has given a notice of a change of address or individual representation in writing:

If to Registrar:

Address:	
Phone:	
Fax:	
Email:	

with copy to:

Address:	
Phone:	
Fax:	
Email:	

If to DotAsia:

Address:	15/F, 6 Knutsford Terrace Tsim Sha Tsui, Kowloon Hong Kong
Phone:	+852.35.20.26.35
Fax:	+852.35.20.26.34
Email:	rra-notices@registry.asia

10.3. **Third-Party Beneficiaries.** The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any Registered Name Holder. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

10.4. **Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

10.5. **Force Majeure.** Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six (6) months of such interference, provided that such party uses commercially reasonable efforts to avoid or remove such causes of nonperformance as soon as possible.

10.6. **Amendments.** No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. Any amendment, supplement, or modification in contravention of this Section 10.6 shall be null and void.

10.7. **Waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.8. **Entire Agreement.** This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter hereof.

10.9. **Counterparts.** All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed.

DotAsia Organisation Limited: [Registrar]:

X _____   **x** _____
Name: _____   Name: _____
Title: _____   Title: _____
Date: _____   Date: _____

Exhibit A

REGISTRAR TOOL KIT

The Registrar Tool Kit consists of a working Java API and samples, and C samples. These can be used to implement the EPP protocol that is used to communicate between the Registry System and Registrar (the "Registry-Registrar Protocol") and accompanying documentation. The Tool Kit includes information on assembling and forwarding XML requests (Registration Events) to DotAsia for processing, and a reference implementation that conforms to the Registry-Registrar Protocol.

The Tool Kit documentation describes the Registry-Registrar Protocol specification, including the commands to be sent to the Registry System to support domain registration events, as well as responses that may be returned by DotAsia.

The documentation also describes the software package hierarchy and an explanation of the defined objects and methods (including calling parameter lists, and expected response behaviour).

The Registrar Tool Kit will be licensed under the GNU Lesser General Public License and this Agreement.

Exhibit B

REGISTRATION FEES

1.   Domain-Name Registration Fee

DotAsia will charge a fee per year for each domain name registered in the .ASIA Registry, as set forth in the .ASIA Price List, as amended from time to time (the "Price List"). The Price List, and any amendments thereto, will be available to Registrars at http://fees.registry.asia.

The Price List is subject to change at any time and all Registration Fees for all domain years requested shall be paid in full by the Registrar in advance at the time of Registration.

2.   Domain-Name Renewal Fee

Registrar shall pay a fee per year for each domain name registration renewal (the "Renewal Fee") in the .ASIA Registry, and such fee is set forth in the Price List. The Renewal Fee for all domain years requested shall be paid in full by the Registrar in advance at the time of Renewal.

3.   Fees for Transfers of Sponsorship of Domain-Name Registrations

Where the sponsorship of a .ASIA domain name is transferred from one ICANN-accredited registrar to another ICANN-accredited registrar, the receiving registrar is required to secure a one year renewal for the name. In connection with that extension, Registrar shall pay a Renewal Fee. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-accredited registrar receiving sponsorship of the domain name.

4.   ICANN Variable Fees

The pricing for initial and renewal registrations set forth above shall be adjusted to reflect Variable Registry Level Fees paid by DotAsia to ICANN in accordance with Section 7.2(c) of the Registry Agreement between DotAsia and ICANN.

5.   Bulk Transfer Fee

For a bulk transfer approved by ICANN under Part B of Transfer Policy, DotAsia will charge the gaining registrar US $0 (for transfer of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 names).