Registry - Registrar Agreement

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| SERVICE PROVISION AGREEMENT  SPECIAL TERMS AND CONDITIONS    No. 3 |
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| BY AND BETWEEN:  BNP PARIBAS  AND  NAMESHIELD |

This REGISTRY-REGISTRAR AGREEMENT ("the Agreement") is entered into by and between:

I. **BNP PARIBAS**, a limited liability corporation with a registered corporate capital of € **2,492,414,944**, headquartered at 16 boulevard des Italiens, Paris 9ème France, registered with the Registry of Commerce and Corporations of Paris under file number 662.042.449, VAT individual identification no. FR76662042449, represented by Marc-Michel STACK, acting as Group Chief Telecom Officer, with full powers to that effect (the "**Registry Operator**"), and

II. **NAMESHIELD SAS,** whose registered corporate capital of € 138,064, headquartered at 7 rue de Caumartin, 75009 Paris, France, registered with the Registry of Commerce and Corporations of Paris under file number B 399 140 961, APE code 7022Z, VAT individual identification no. FR90399140961, represented by Jean-Paul BECHU, acting as Manager of the holding company MONTFORT 88 (RCS 529570095), with full powers to that effect (the "**Registrar**").

Section 1 – Recitals

Whereas the Registry Operator and the Registrar entered into Service Provision Agreement No. 2012 - NAMESHIELD - 399 140 961 and its addendum, defining the terms and conditions of the service expected from the provider as amended by addendum no. 1 (together, the " **Terms and Conditions** "), it being specified that such Terms and Conditions shall apply to this agreement *mutatis mutandis*,

Whereas on May 26, 2014, the Registry Operator entered into a gTLD Registry Agreement with ICANN (Internet Corporation for Assigned Names and Numbers) for the operation of a shared registration system and of name servers and for the provision of other services (hereinafter collectively referred to as "Registry System") for the top-level domain .bnpparibas (hereinafter referred to as ".bnpparibas"), which Registry Agreement shall be subject to changes by ICANN.

Whereas the Registry Operator now wishes the Registrar to provide domain name registration services within the Registry System of .bnpparibas.

Considering the operating business model adopted by .bnpparibas, such as agreed with ICANN, the registration of domain names within the Registry System of .bnpparibas may only be requested by a subsidiary of Groupe BNP Paribas, i.e. it shall not be open to the public for registration.

In view of the preamble hereinabove, the following has been agreed:

Section 2 - Definitions

For the purposes of this Agreement, the following terms shall be defined as follows:

"**Registrar Accreditation Agreement**" or "**RAA**" shall refer to the 2013 Registrar Accreditation Agreement approved by the ICANN Board on June 27, 2013, available at the URL

http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf or, in the event of its being amended or replaced, to ICANN's most recent Registrar Accreditation Agreement. The term equally includes any other ICANN policy in force; and especially the Specification on Consensus policies (or "Consensus policies") and of the Provisional policies (or "Temporary policies") attached to the RAA, the specifications, procedures or programs specifically stipulated in the RAA or authorized by ICANN's bylaws.

"**Registrar Accreditation**" shall refer to the accreditation of a Registrar through the execution of the RAA entered into with ICANN.

"**Registrar**" shall refer to the entity entering into this Agreement with the Registry Operator.

"**Code of conduct**" shall refer to the rules of conduct established in Specification 9 of the Registry Agreement.

"**Agreement**" shall refer to this Registry-Registrar Agreement, including its Annexes, given that this Agreement refers to and is governed by the Terms and Conditions (as defined in the preamble hereinabove).

"**Registration Agreement**" shall refer to the electronic or printed Registration Agreement that the Registrar must enter into with each Registrant pursuant to Section 3.7.7 of the RAA.

"**Registry Agreement**" shall refer to the agreement entered into by and between the Registry Operator and ICANN for the operation of .bnpparibas.

"**Add Grace Period**" or "AGP" shall refer to the 5-days period following the registration of a domain name during which the registration operation can be canceled and the Registrar can be reimbursed.

"**Applicant**" shall refer to the natural or legal person requesting the registration of one or several domain name(s), or their transfer, through a Registrar.

"**Personal data**" shall refer to the data relating to any natural person which identify the said person or make them identifiable or likely to be identified.

"**Variable registry fees**" shall abide by the meaning defined in Section 6.3 of the Registry Agreement.

"**Confidential information**" shall have the meaning defined in the Terms and Conditions.

"**OT + E**" shall refer to the Operational Test and Evaluation system.

"**URS Complainant**" shall refer to the party submitting a claim through the Uniform Rapid Suspension System Procedure regarding the registration of a domain name.

"**Registry policy/ies**" refers to the set of policies applicable to domain names, specifications, procedures (including those relating to the resolution of disputes), programs, or criteria adopted by the Registry Operator, including the policies available on the Registry's website at the following address: [nic.bnpparibas](http://www.mondomaine.bnpparibas/). The Registrar hereby acknowledges that the Registry Operator is likely to update the content and/or the URL of the said policies and that it must ensure it shall stay up to date regularly.

"**Registry**" or "**Registry Operator**" shall refer to the Registry Operator of Paris, a party hereto.

"**RDDS**" shall refer to the Registration Data Directory Services and includes all WHOIS services, as defined in Specification 4 of the Registry Agreement.

"**Registry Services**" shall refer to the services that the Registry Operator is authorized to provide under the Registry Agreement, namely (i) the collection of the data provided by the Registrar for the registration of domain names and of name servers in the Registry System, (ii) the operation of the database of the Registry System in accordance with the full Registry-Registrar business model, (iii) the provision of information relating to the status of the zone servers of .bnpparibas to the Registrar, (iv) the circulation of the zone files of .bnpparibas, (v) the operation and management of the Registry's DNS servers used for .bnpparibas, (vi) the disclosure of contact information and other information concerning the registration of domain name servers under .bnpparibas.

"**Technical specifications of the Registry System**" shall refer to the document addressed to the Registrar which includes all the necessary information for the implementation of the Registry Operator's interface for the management of domain names and which details the methodology to be followed in order to operate a domain name.

"**Registry system**" shall refer to the shared registration system for name servers and other services provided by the Registry.

"**Registrant(s**)" shall refer to any individual or legal person who is a client of the Registrar and who has registered or renewed the registration of one or several domain name(s).

"**TLD**" shall refer to a top level domain in the Internet naming system.

"**Trademark Clearinghouse**" shall refer to a rights protection mechanism developed by ICANN, consisting of a centralized database of verified brands related to each future gTLD, and providing the services described in http://trademark-clearinghouse.com.

Article 3 - Purpose

The purpose of this Agreement is to define the contractual relations between the Registry Operator and the Registrar for the registration of domain names under the .bnpparibas Registry System.

This Agreement is not intended to govern the relations between the Registry Operator and the Registrar for the registration of domain names outside the .bnpparibas Registry System, as this type of registration is covered by another Agreement between the Parties hereto.

Section 4 - Accreditation - Effectiveness - Term of the Agreement

At the execution of this Agreement ("Date effective"), the Registrar shall immediately be accredited as the exclusive Registrar for .bnpparibas, according to Specification 13 of the gTLD Registry Agreement entered into by and between the Registry Operator and ICANN.

In the event that Specification 13, granted by ICANN to the Registry Operator, were no longer applicable, it shall be understood that the Registry Operator may accredit other Registrars to register domain names under .bnpparibas.

However, the Registrar shall not be empowered to begin submitting domain name applications and/or to register domain names in the Registry System until the following requirements are met:

(a) Execution of and compliance with the Registrar Accreditation Agreement ("RAA") entered into with ICANN;

(b) Successful performance of the integration tests to be run on the Trademark Clearinghouse mechanism and fulfillment of the other requirements and processes of the latter; and

(c) Successful accomplishment of the Registry Operator's technical integration tests.

The Registry Operator shall notify the Registrar of the fulfillment of such requirements, therefore confirming that the Registrar may commence registrations in the Registry System.

**Term of the Agreement**

Pursuant to Section 3 ("**Term**") of the Terms and Conditions, this Agreement is entered into for a fixed term.

It shall become effective as of January 1, 2014 ("Date effective") for a period of one year renewable by tacit agreement, subject to the possibility of an early termination, particularly in accordance with the provisions of Section 22.2 of the Terms and Conditions.

Section 5 - Rights and obligations of the Registry Operator

5.1. USE OF THE REGISTRY SYSTEM

Over the term of this Agreement, the Registry Operator shall:

* Act as a Registry in accordance with the gTLD Registry Agreement entered into by and between ICANN and the Registry Operator as well as with any other Registry policy in force;
* Provide the Registrar with access to the Registry System which he operates; and
* Allow the Registrar to perform its function of Registrar of .bnpparibas.

5.2. MAINTENANCE OF RECORDS BY REGISTRY OPERATOR

Subject to the provisions of this Agreement and to the gTLD Registry Agreement entered into by and between the Registry Operator and ICANN, and pursuant to registry policies, the Registry Operator must maintain the domain names registered by the Registrar in the Registry System throughout the term for which the Registrar has paid the registration fee.

5.3 OT + E SYSTEM

The Registry Operator shall make available to the Registrar an Operational Test and Evaluation system ("OT + E") which shall allow the Registrar to test and assess all the functions offered for a sufficient period of time prior to their implementation in the Registry System.

5.4 CHANGES TO THE REGISTRY SYSTEM

The Registry Operator may make changes to the Registry System or review its features.

The Registry Operator shall notify the Registrar of the implementation of any major change to the Registry System with at least three (3) months' prior notice.

Such period of prior notice shall not be applicable should the Registry System be under threat of an imminent failure or in the event of a threat to its security, or in the event of the discovery of a major security breach or a denial of service (DoS) attack making the Registry System inaccessible due to (i) excessive data traffic levels, (ii) unauthorized traffic, or (iii) data traffic non compliant with the protocols used by the .bnpparibas Registry System.

5.5 ICANN REQUIREMENTS

The obligations of the Registry under the terms of this Agreement may be subject to changes at any time, particularly as a result of changes made by ICANN to Consensus and Temporary policies (or "Consensus policies" and "Temporary policies") or to the gTLD Registry Agreement entered into by and between the Registry Operator and ICANN. In any event, the Registrar must comply with the requirements of ICANN at all times within the periods the latter shall establish.

Section 6 - Rights and obligations of Registrar

6.1 - ACCREDITATION EFFECTIVENESS

The Registrar commits to maintaining the effectiveness of its Accreditation with ICANN as a Registrar for .bnpparibas throughout the Term of this Agreement.

6.2 OBLIGATIONS OF THE REGISTRAR

The Registrar hereby commits to the full compliance of all of the documents developed by the Registry Operator, whatever their nature, throughout the term of this Agreement. This includes but is not limited to:

* This Agreement;
* The most recent version of the Registrar Accreditation Agreement (RAA) of ICANN, as well as all other effective ICANN policies;
* All the Registry policies adopted by the Registry, including those available on the Registry's website at the following address: nic.bnpparibas;
* The Registry's operating documents, including, in particular, the operating standards, procedures, and practices adopted by the Registry Operator for the operation of the Registry System; and
* The legal and regulatory provisions in force concerning domain names.

The Registrar shall refrain from any action and any technical intervention which would be detrimental to the operation of the Registry Operator's services, and hereby undertakes to generally observe the best practices or any other equivalent provisions developed by the Registry Operator.

6.3 CUSTOMER SUPPORT OBLIGATION OF THE REGISTRAR

It shall behoove the Registrar:

* to provide the necessary customer service to receive and process applications for registration,
* to process orders for the cancellation, deletion or transfer of domain names in the Registry System,
* to collect fees from Registrants, and
* to provide technical and registration support to domain name applicants and registrants.

6.4 REGISTRATION AND RENEWAL OF DOMAIN NAMES

Upon the Registrar's receipt of a written notice from the Registry confirming that the technical requirements referred to in Section 4 "Accreditation - Start of operations - Term of the Agreement" of this Agreement have been fully complied with, the Registrar may start registering domain names.

In the event a dispute concerning the time at which a domain name registration was entered in the Registry System should arise, the timestamp of the Registry System shall prevail.

The Registrar hereby commits not to register or renew the registration of a domain name in the Registry System in the event that it were not compliant with:

(i) a Consensus of Temporary policy (or "Consensus policy" and "Temporary policy") of ICANN establishing a list of excluded names effective at the time of the registration or the renewal of the registration of a domain name, or

(ii) the list of reserved names and names forbidden from registration established by the Registry Operator and ICANN.

The Registrar must not register domain names in the Registry System on its own behalf or on behalf of one of its affiliates with the sole purpose of selling, reselling, or transferring them to applicants in any way. In addition, the Registrar must not allow a third party to do so, nor voluntarily assist any third party in accomplishing this goal, nor contribute to the achievement of the said objective.

Likewise, the Registrar must not renew a domain name for over a year (should the maximum period of effectiveness of .bnpparibas so authorize it, in accordance with Registry policies).

The Registrar shall be solely responsible for its relations with its customers and shall see to their requests and complaints and shall generally comply with all of the obligations that behoove him.

The Registrar shall see to the claims of third parties which might arise as a result of the registration or the renewal of a domain name.

It shall not ensconce itself behind the Registry Operator's responsibility and shall likewise refrain from referring the relevant third party to the Registry Operator and its services.

6.5 SUBMISSION OF REGISTRATION DATA TO THE REGISTRY

6.5.1. COMPLETENESS AND ACCURACY OF DATA

As part of the registration process, the Registrar must present complete data as required by the Technical Specifications of the Registry System.

It shall be the Registrar's responsibility to ensure that the contact information provided by Registrants is in the right format, complete, accurate, reliable and regularly updated, in full compliance with the requirements of ICANN and the Registry.

6.5.2. CONSENT TO THE USE OF DATA

All the data submitted to the .bnpparibas Registry System of which the Registrant shall retain exclusive ownership are hereby granted to the Registry Operator as an irrevocable license which shall be non exclusive, non transferable and free of charges, so as to enable the Registry Operator to use the said data for the propagation of the TLD zone files and to provide authorized access to the said file, pursuant to the requirements necessary for the provision of Registry Services.

6.6. PERSONAL DATA

The personal data collected and submitted to the Registry System by the Registrar under this Agreement shall be used by the Registry for the purpose of providing Registry Services including:

(i) the publication of the registration data in directory services, also called "Whois" or "RDDS"; and

(ii) the transfer of personal data to the recipients established in the Registry Agreement.

The Registrar must ensure the security and the confidentiality of data, particularly aiming at protecting personal data from any loss, misuse, unauthorized disclosure, corruption, or destruction and to meet the other obligations to it imposed in accordance with Section 25 (Personal Data) of the Terms and Conditions.

6.7. THE PROVISIONS HEREINABOVE MUST BE INCLUDED IN THE REGISTRATION AGREEMENT ENTERED INTO BY AND BETWEEN THE REGISTRAR AND THE REGISTRANTS

6.7.1 REGISTRANT COMMITMENTS

Under the Registration Agreement, the Registrar is required to make the Registrant acknowledge and accept that:

(i) the Registrant is fully responsible for the registration and the use of the registered domain name; and that

(ii) the Registrant agrees to indemnify and hold harmless, within the limits allowed by law, the Registry and its Directors, managers, employees and agents, from all claims, damages, liabilities, costs and expenses arising from or in connection with the registration and/or use of the Registrant's domain name.

6.7.2 RIGHTS OF THE REGISTRY

The Registrar hereby accepts, and must require the Registrant to explicitly accept in the Registration Agreement, that the Registry reserves the right to change the status of a domain name in the event of a dispute or a compliance verification procedure (e.g. suspension, blocking), and to reject, amend, cancel, or transfer any registration that it may deem necessary, at its sole discretion, in order to:

(a) Protect the integrity, security and stability of the Registry System;

(b) Comply with all laws and regulations in force, or to comply with any dispute resolution procedure;

(c) Indemnify and hold harmless the Registry, its affiliates, members, subsidiaries, managers, Directors, and employees;

(d) Stop or prevent any breach of the provisions herein;

(e) Amend the mistakes made by the Registry or the Registrar regarding the registration of a domain name; and

(f) Ensure its full compliance with the policies of ICANN and/or the Registry.

6.7.3 COLLECTION AND UPDATE OF DATA

The Registrar must collect the Registrant's data and the data regarding its domain name in full observance of the provisions in Section 6.5. "Submission of registration data to the Registry" hereinabove.

The Registrar must ensure that its Registrants correct and immediately update the registration information for the registered domain name throughout the registration period.

6.7.4 RESOLUTION OF DOMAIN NAME DISPUTES

The Registrar must respect and ensure that Registrants accept and observe all the policies and procedures established by ICANN or the Registry in connection with the resolution of disputes concerning domain names registered in the .bnpparibas Registry System.

The Registry Operator shall comply with all the dispute resolution mechanisms applicable to new gTLDs, which may be revised from time to time by ICANN, such as the *Uniform Rapid Suspension system (*"URS").   
In accordance with the technical rules of the URS, the Registrar hereby commits to accept and make effective the payments for and the renewal of a domain name issued by the claimant of a URS in cases where the claimant's URS complaint has prevailed.

The Registrar hereby commits not to renew such domain name for over one year (insofar as this is possible under the maximum authorized period of duration of the TLD).

6.7.5 PUBLIC INTEREST COMMITMENTS

The Registrar hereby further commits to include in its Registration Agreement a specific provision preventing Registrants from engaging in the following practices:

* Distribution of malicious software;
* Abuse of botnets;
* Phishing;
* Hacking;
* Copyright or Trademark infringement;
* Fraud or deceptive practices;
* Infringement of or any other activity contrary to the law in force.

The Registrar must also inform the Registrant of the risks associated to this type of activity, and particularly of the fact that the Registry reserves the right to suspend the domain name in such a context.

6.7.6 THE REGISTRY AS A THIRD PARTY BENEFICIARY OF THE REGISTRATION AGREEMENT

The Registrar hereby acknowledges that the Registry is a third party beneficiary of the Registration Agreement and that it is entitled to assert its rights under the said Agreement. Such reminder must be included in the Registration Agreement by the Registrar. The expiration or the termination of the Registration Agreement in no way affect the rights granted to the Registry under the said Agreement.

6.7.7 COMPLIANCE VERIFICATION

It shall behoove the Registrar to implement appropriate measures to enforce the Registrants' observance of the provisions of the Registration Agreement established hereinabove.

Upon request by the Registry, the Registrar must provide, within seven (7) working days, a copy of the Registration Agreements or evidence of the Registrants' acceptance of such provisions.

6.8 MISREPRESENTATION

The Registrar shall not represent to any actual or potential Registrant that it enjoys access to a Registry System that is superior to that of any other registrar Accredited for .bnpparibas.

6.9 COOPERATION

In the event of an investigation or a dispute for any reason whatsoever involving a .bnpparibas domain name registered by the Registrar, the Registrar must provide all the reasonable assistance possible to the Registry and/or to any court, arbitrator, or competent authority examining the matter or dispute.

6.10 SUBCONTRACTING / RESELLERS OF THE REGISTRAR

The Registrar must comply with the provisions of Section 13 (subcontracting) of the Terms and Conditions in the event that it would like to outsource part of the services included in this Agreement.

Section 7 - Invoicing and payment

7.1 AMOUNT

The Registrar shall not pay registration, renewal, transfer, or other fees to the Registry provided that the TLD is closed and the Registry has agreed to Specification 13 of ICANN's Agreement (hereinafter referred to as "Fees").

In the event that the TLD would be opened to third parties, this payment provision shall be revised.

Section 8 - Confidentiality

During the term of this Agreement, each party shall undertake to protect the confidentiality of privileged information in accordance with the provisions of Section 7 ("Confidentiality") of the Terms and Conditions.

Section 9 - Rights of the Registry and compliance

9.1 REJECTION, AMENDMENT, CHANGE OF STATUS, CANCELLATION, OR TRANSFER OF DOMAIN NAMES

The Registry reserves the right to change the status of a domain name throughout a dispute resolution or a compliance verification procedure (e.g. suspension, blocking), and to reject, amend, cancel, or transfer any registration that it may deem necessary, at its sole discretion, in order to:

(a) Protect the integrity, security and stability of the Registry System;

(b) Comply with all laws and regulations in force, or to comply with any dispute resolution procedure;

(c) Indemnify and hold harmless the Registry, its affiliates, members, subsidiaries, managers, Directors, and employees;

(d) Stop or prevent any breach of the provisions herein;

(e) Amend the mistakes made by the Registry or the Registrar regarding the registration of a domain name; and

(f) Ensure its full compliance with the policies of ICANN and/or the Registry.

9.2 SUSPENSION OF NEW REGISTRATIONS IN THE REGISTRY SYSTEM

In the event that more than a third of the domain names registered by the Registrar should not observe:

* This Agreement; or
* The most recent version of the Registrar Accreditation Agreement (RAA) of ICANN, as well as all other effective ICANN policies; or
* All the Registry policies adopted by the Registry, including those available on the Registry's website at the following address: www.mondomaine.bnpparibas; or
* The Registry's operating documents, including the operating standards, procedures, and practices adopted by the Registry Operator for the operation of the Registry System; or
* The legal and regulatory provisions in force concerning domain names;

and should the Registrar not provide evidence of having taken sufficient measures to solve these issues within the time frame established by the Registry, the Registry shall be empowered to suspend the Registrar's right to register new domain names in the Registry System. This principle shall also be applicable in the event that the Registrar should promote the registration or renewal of domain names in .bnpparibas in a manner that is non compliant with this Agreement.

Section 10 - Liability

The Parties agree to enforce the provisions of Section 15 ("Liability and insurance") of the Terms and Conditions.

The Registry Operator and its technical operator Afilias signed a "Registry Services Agreement" dated March 6, 2012, in which Section 9.3 provides an indemnification clause concerning the Registrar. It is hereby agreed by the Parties that the Registrar shall comply with such Section 9.3 of the Registry Services Agreement.

Section 11 - Remote access - identifiers

The Registrar shall have personal and confidential identifiers which shall be provided to it by the Registry Operator in order to enable the Registrar to access the applications reserved to it.

The technical procedures for the implementation of such identifiers (login/password, electronic signature and certificates, etc.) shall be defined by the Registry Operator and the Registrar shall commit to their implementation pursuant to the specifications provided by the Registry Operator.

The Registrar shall be solely responsible for the use, the preservation, and the confidentiality of his or her identifiers as well as all for the potential confidential data provided by the Registry Operator.

In the event that the Registrar should be empowered to change all or part of its identifiers, such change shall then be made at the sole discretion and under the sole responsibility of the Registrar.

Any use of such identifiers shall lead to the irrebuttable presumption that the Registrar is using the service, applicable until an objection is formulated.

The Registrar hereby commits to make the Registry Operator aware, without delay and by all appropriate means, of any communication issues with third parties, of any theft of its identifiers, and generally of any risk of compromise of the confidentiality of such identifiers.

Section 12 - Convention on evidence

Communications between the Registry Operator and the Registrar may be addressed electronically to the addresses specified by the parties.

Electronic documents exchanged between the parties shall be considered evidence, insofar as they identify the persons involved and they are maintained and kept by the Registry Operator in reasonable conditions to ensure their integrity. In the event of a disagreement between the parties, the information stored in the Registry Operator's servers shall prevail.

Section 13 - Intellectual property

The Registry Operator shall be and remain the sole proprietor of the site, brands, designs, patterns, pictures, texts, photos, graphic charts, software, search engines, and databases, not restricted to the foregoing, made available to the Registrar.

The Registry Operator shall benefit freely from all its intellectual property rights. According to the needs, it shall define the operating conditions of its rights over these different elements which shall be applicable to third parties and shall report them to the Registrar. In the absence of specific stipulations, their use shall be strictly limited to the provisions herein.

The Registrar shall observe the intellectual, industrial, literary and artistic property rights of the Registry Operator. The Registrar may not use and/or reproduce the trademarks and other distinctive signs of the Registry Operator without the express and prior consent of the latter.

Any full or partial reproduction and/or representation of these without the express consent of the Registry Operator shall be prohibited and shall constitute an infringement sanctioned by Sections L.335-2 et seq. of the Code of Intellectual Property.

Accordingly, the Registrar shall be forbidden from any action and any act likely to infringe directly or indirectly the intellectual property rights of the Registry Operator.

This Agreement does not in any way assign to the Registrar any type of intellectual property rights over the property of the Registry Operator.

Section 14 - Insurance

The Parties agree to enforce the provisions of Section 15 ("Liability and insurance") of the Terms and Conditions.

Section 15 - Termination

This Agreement may be terminated early in accordance with the provisions of Section 22.2 of the Terms and Conditions.

Section 16 - Consequences of the termination of the contractual relations

In the event of termination of the contractual relations for any reason whatsoever (total or partial suspension of business activities, assignment, termination for default, etc.):

(a) the Registrar must transfer Registrants to another ICANN-accredited and Registry-accredited registrar, pursuant to the procedures approved by ICANN. The Registrar shall be fully liable for the claims and appeals of its clients in this respect.

(b) All the confidential information held by the receiving party shall be immediately returned to the disclosing party or destroyed.

(c) The license for use applicable to the name and the logo of the Registry shall be automatically void.

(d) In the event that the Registrar were to unilaterally terminate this Agreement, the Registry shall reserve the right to immediately contact Registrants to help migrate their domain names to another ICANN-accredited registrar.

The termination of the contractual relations for any reason whatsoever shall make the amounts due immediately payable, including any potential penalties described herein.

The de-accreditation shall occur automatically, without prior notice or notification, in the event of non-renewal or termination of the Agreement.

Section 17 - Transfer of Agreement

Except for the provisions set forth in the Registry Agreement, the Registrar shall not be empowered to assign its rights and duties under this Agreement without the prior written consent of the Registry Operator.

Section 18 - Voidness

In the event that one or more provisions in this Agreement should be considered void or be so declared under any law or regulation or following a final decision from a competent jurisdiction, the effectiveness and scope of the remaining provisions shall remain the same.

Section 19 - Headings

In the event of a discrepancy between the interpretation of any of the headings in this Agreement and any of the provisions herein, the headings shall be deemed to be non-existent.

Section 20 – Force Majeure

The Parties hereto hereby agree to enforce the provisions of Section 23 ("Force Majeure") of the Terms and Conditions.

Section 21 - Independence of the Parties

The Parties hereto acknowledge that they each act on their own behalf as independent entities and shall not be considered to be agents of one another.

Neither of the Parties hereto may undertake a commitment in the name of and/or on behalf of the other.

In addition, each of the Parties hereto shall remain solely liable for its actions, allegations, undertakings, services, products and staff.

Section 22 - Entirety of the Agreement

The Registry-Registrar Agreement stipulates the entirety of the Parties' obligations.

Section 23 - Notification

All letters of notification and/or of formal notice or any other correspondence addressed pursuant to the provisions herein shall be deemed delivered to the recipient listed if sent to the addresses specified hereinafter by unregistered mail, fax, or e-mail. Each of the Parties hereto may change its address for the purpose of notifications by providing written notification to the other party as provided hereinabove.

Section 24 – Jurisdiction

In accordance with the provisions of Section 27 "Applicable law and Jurisdiction" of the Terms and Conditions, this Agreement shall be governed by French law and submitted to the exclusive authority of the Commercial Court of Paris.

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| **NAMESHIELD**  Gérard GOURJON, Commercial Director of Nameshield |  |

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| Signature  Date  Company stamp  **BNP PARIBAS**  Amandine SMULEVICI, Manager of Digital Channels for the Group's Communications  Signature  Date  Company stamp  Marc-Michel STACK, Group Chief Telecom Officer  Signature  Date |  |

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