

AGREEMENT

BETWEEN:

Organisation European Registry for Internet Domains vzw

Address Park Station
Woluwelaan 150

B-1831 Diegem

Belgium

VAT BE 0864 240 405

Represented by Marc Van Wesemael

Hereinafter called "EURid";

AND:

SAMPLE

BACKGROUND:

- EURid has been entrusted with the organisation, administration and management of the ".eu" Top Level Domain and possible .eu variants in other scripts, as indicated in Regulation (EC) No. 733/2002 of the European Parliament and of the Council of 22 April 2002 on the implementation of the .eu Top Level Domain, and in Regulation (EC) No. 874/2004, which lays down Public Policy Rules concerning the implementation and functions of the .eu Top Level Domain and the principles governing registration, and their subsequent amendments.
- The Registrar wishes to become an accredited Registrar and to participate in the Registration process by registering, renewing, transferring or managing Domain Names with EURid on behalf of its clients but for its own account;
- EURid wishes to cooperate with the Registrar in registering, renewing, transferring and managing Domain Names under the terms and conditions of this agreement ("Agreement").

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**Article 1. DEFINITIONS**

In this Agreement, unless otherwise stated:

"Accreditation" means the granting to the Registrar of the right to offer Registration Services as described herein, following the signing of this Agreement and payment by the Registrar of the fee described in Article 6.1 below.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone, or jointly with others, determines the purposes and means of the processing of Personal Data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of a Data Controller.

"Domain Name" means a domain name allocated under the ".eu" Top Level Domain in the requested script.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular, by reference or identification number or by one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

"Registrant" means the holder or the applicant of the Domain Name whose Personal Data will be placed in the WHOIS database if the Domain Name is granted.

"Registration" means the right granted to the Registrant to use the Domain Name for a limited, renewable term, without a transfer of property, and subject to: 1) the general Terms and Conditions established by EURid; and 2) any statement, statutory or otherwise, adopted by a European Union institution in relation therewith.

"Registration Services" means the services of registration, renewal, transfer or management of Domain Names offered to Registrants.

"Registry Lock" service means the service provided by EURid in accordance with Article 8.2 of this Agreement and Section 8.6 of the Terms and Conditions to protect domain names against accidental changes, transfers or deletions by locking the Domain Name.

"Rules" means all rules and regulations applicable to the .eu TLD in any of the available scripts at second and top level, including, without limitation, Regulation 733/2002, Regulation 874/2004, Regulation 1654/2005, their subsequent amendments, the Registration Policy, the Terms and Conditions, the WHOIS Policy, the Sunrise Rules, the ADR Rules and the ADR Supplemental Rules, as published amongst others on the website of EURid (www.eurid.eu) and the Czech Arbitration Court (www.adr.eu).

Article 2. ACCREDITATION OF THE REGISTRAR**2.1 Subject matter of the Agreement**

By this Agreement, EURid accredits the Registrar and thereby grants the Registrar the right to offer Registration Services to Registrants under the terms and conditions laid out below. This Agreement gives the Registrar no right, power or authority to operate or manage the Registry.

2.2. Non-exclusivity

The rights granted to the Registrar under this Agreement are non-exclusive, and EURid is free to appoint other Registrars at its sole discretion.

2.3 Compliance with the Rules

The Registrar will comply with the Rules and will refrain from cooperating, either directly or indirectly, with any Registrant who violates the Rules, or who instigates such a violation. The Registrar will inform the Registry of any such abuse without delay.

2.4 Languages

When applying for Accreditation, all applicant Registrars are required to indicate the languages in which they will provide Registration Services. All accredited Registrars are published in the list of accredited Registrars on the EURid web site and the languages in which they provide the Registration Services are similarly indicated.

The Registrar warrants that it will make available the Terms and conditions of service, lay out services and prices, and provide customer support in the language(s) indicated, where "customer support" in any given language is understood to mean telephonic and/or electronic support.

Registrars are also required to provide all Registration Services in the languages indicated. Registrars without an operational website on which to publish their offers and contact details will not be considered as offering any customer support.

Registrars are obliged to provide customer support in at least one of the official languages of the European Union.

Each Registrar is obliged to have its own distinct and functioning email addresses.

If the Registrar fails to provide such services in one or more of the languages indicated, EURid may remove the appropriate language indicator from the Registrar. Moreover, such a failure will constitute a material breach of this Agreement.

2.5 Technical competencies

The Registrar warrants that it has the technical competencies required to successfully execute the different types of actions (new Registration, update domain, transfer domain, etc.) using the automated systems of EURid.

The Registrar is obliged to provide the Registrant with all Registration Services offered by EURid. For example (but not restricted to):

- Changing DNS servers;
- Updating contact information;
- Renewing the Domain Name;
- Transferring Domain Names.

Any Registrar making fraudulent statements regarding EURid technical limitations will be seen to be in breach of this Agreement.

2.6 Use of the term "Accredited Registrar"

After the successful completion of the Accreditation process, the Registrar may refer to itself as an "Accredited Registrar." The Registrar may, however, not state or imply that its status of "Accredited Registrar" was obtained on the basis of the quality of its services.

Article 3. DOMAIN NAME REGISTRATION

According to this Agreement, EURid will register and grant the right to use any Domain Name for which the Registrar has requested a Registration or renewal on behalf of the Registrant, but for its own account. The right to use the Domain Name will only be granted if the application complies with the Rules.

Article 4. OBLIGATIONS OF THE REGISTRAR

The Registrar will:

- Ensure and document that each Registrant for whom the Registrar registers a Domain Name has accepted the Rules in effect at the time the application is made. The registrar will, at EURid's first request and without any undue delay, provide EURid with documents demonstrating the Registrant's acceptance of the Rules;
- Ensure and document that each Registrant for whom the Registrar registers a Domain Name complies with the requirements of Article 3 of Regulation 874/2004, including - without limitation - the confirmation by the Registrant that, to their knowledge, the request for domain name Registration is made in good faith and does not infringe upon the rights of any third party, as set out in Article 3 of the Regulation 874/2004. The registrar will, at EURid's first request and without any undue delay, provide EURid with documents demonstrating the Registrant's compliance with Article 3 of Regulation 874/2004;
- Ensure that each Registrant for whom the Registrar registers a Domain Name meets all requirements in the Rules to obtain or renew the Domain Name Registration, in particular, but without limitation, the requirements of EC Regulation 733/2002 and EC Regulation 874/2004, and their possible, subsequent amendments, which include the general eligibility criteria. Failure to fulfill these requirements may result in the immediate cancellation of the Registration;
- Inform each Registrant of all information sent by EURid to the Registrar, particularly where the information may influence the relationship between the Registrant and EURid, or where the information sent concerns the potential termination of the Domain Name Registration;
- Ensure that the Domain Name registration term, as agreed with the Registrant at all times corresponds to the actual registration term shown in the WHOIS database.
- During the Registration process, always submit (including, but not limited to, any submission in the WHOIS database) the data of the Registrant who made the initial request for the Registration of the Domain Name(s) concerned, and not its own data. The email address submitted in the contact information will be that of the Registrant only and not that of the Registrar, unless the Registrant expressly requests that the Registrar's email address be submitted. After the Registration process, the Registrar must ensure that the data in the WHOIS database is at all times the data of the Registrant, and not its own data;
- Not register Domain Names without being specifically instructed to do so by the Registrant. Notwithstanding, the Registrar may register a limited number of Domain Names solely for its own use without being specifically instructed to do so by a Registrant. In such cases, the Registrar will, at its first request and without delay, provide EURid with proof that these Domain Names are registered solely for the Registrar's own use. For the purposes of this paragraph, instructions by Registrants sharing substantial similarities with, or linked to, the Registrar (including but not limited to: having the same telephone number or email address, the contact

person of the entity listed is identical to the Registrar's technical or billing contact), will not be considered to be specific instructions in the sense of this paragraph.

Article 5. SUNRISE PERIOD

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Article 6. FEES

6.1 Fees

1. The Registrar must make an advance flat fee payment to EURid of at least EUR 2,500 (two thousand five hundred euro), excluding any bank or transfer fees, before it can become an accredited Registrar.

This amount is an advance payment from which EURid deducts the Registration, renewal, term extension, reactivation and transfer fees, as set out in this article, as well as the sunrise application fees, as set out in Article 5.

EURid will issue monthly invoices for all Registration, renewal, term extension, reactivation and transfer fees due in accordance with Article 6.1. The payment of these invoices will be used to replenish the flat fee.

If the advance payment reaches zero prior to the monthly invoice being sent by EURid, or prior to the payment of any outstanding invoices, EURid will no longer grant or renew Registrations applied for by this Registrar until payment is received by EURid for at least the amount of the flat fee set out in Article 6.1.

No interest will accrue on the advance payment for the benefit of the Registrar (notwithstanding Article 6.2). Notwithstanding the exceptions provided for in Article 12 of this Agreement, the remainder of the advance payment is repaid to the Registrar at the end of the Agreement or, in case of breach of contract by the Registrar, when the Agreement normally would have been terminated, in accordance with Article 10.

2. The Registrar must pay the Registration, renewal, reactivation and term extension fees for the Domain Names it registers, renews, reactivates or extends on behalf of any Registrant. Exhibit 1 sets out the Registration, renewal and extension fees applicable upon signing this Agreement. The fee for the registration, renewal and extension of a domain name is immediately deducted from the flat fee set out in Article 6.1.

The Registrar must take steps to delete a Domain Name before the expiry date. Domain names that are not deleted before the expiry date will be renewed automatically and the corresponding fees will be automatically deducted from the flat fee set out in Article 6.1.

3. The registrar can request that EURid transfer all or some of its Domain Names to another accredited registrar. For these transfers EURid will charge a specific transfer fee. The transfer fee applicable upon signing this Agreement is set out in Exhibit 1. The transfer fees will be deducted from the flat fee set forth in Article 6.1 as soon as the transfer has been executed.

4. In the event of a transfer of a Domain Name in accordance with Section 7 of the Terms and Conditions and Section 10 of the Registration Policy, the applicable fee for such a transfer shall be due and will be deducted automatically from the account of the Registrar requesting the transfer as soon as the transfer becomes effective. EURid will not refund any fee paid by the previous Registrar either in whole or in part.

5. In order to protect the Registrant against involuntary deletions, a Domain Name will be put in quarantine during a certain period following its deletion regardless of whether this deletion was requested by the Registrant or whether it is due to non-renewal of the domain name. During this period the Domain Name can be reactivated at the request of the Registrant. EURid will charge a

specific fee for the reactivation of each Domain Name which will be deducted from the flat fee set forth in Article 6.1. The period during which the Domain Name can be reactivated, as well as the reactivation fee applicable upon signing this Agreement, are set out in Exhibit 1.

6. In the event of a Registry Lock of a Domain Name in accordance with Article 8.2 of this Agreement and Section 8.6 of the Terms and Conditions, the applicable fees set out in Exhibit 1 will be due.

7. EURid may amend the fees mentioned in this Article (6.1) at any time and will inform the Registrar of any change no later than 30 days before the new fees become effective. EURid must send this information by email to the address provided by the Registrar during the Accreditation process and publish the new fees on its website.

6.2 Payment

1. The invoices that are sent by EURid to the Registrar on a monthly basis must be paid according to the payment methods indicated on those invoices.

Registration and renewal fees are due as soon as a Domain Name is registered or a Registration Period is renewed whether or not the Registrar has received payment from the Registrant.

2. Invoices must be paid within 30 days of the invoice date. Late penalty payments apply without notice and are calculated as follows:

- 10% of the amount due (a minimum of 250,00 EUR); and
- Interest of 1% per month calculated for each month started.

This does not affect other remedies in this Agreement.

Article 7. TECHNICAL PROVISIONS

7.1 The Registration procedure

The Registration procedure is fully automated and the Registrar must respect the procedures developed by EURid to register, renew or manage a Domain Name, including the procedures for the Sunrise period and for updating information about Registrants. An overview of these procedures is posted on EURid's website.

EURid may amend the Registration procedure and must inform the Registrar of any changes at least 30 days before the new procedures become effective, by email and by publishing the new procedures on EURid's website. At the same time, EURid must provide the Registrar with all technical information required for their implementation.

7.2 Technical defects

The Registrar may not overload EURid's network or hinder EURid from providing its services (for example, by denial of service attacks). The Registrar must not act in any way that might threaten the stability of the Internet. If the Registrar breaches these obligations, EURid may suspend this Agreement immediately and without notice for 14 days. EURid may terminate the Agreement if, after 14 days, the Registrar is still in breach of these obligations.

7.3. Access to EURid software

The Registrar is obliged to use the access to EURid's software components in good faith and in a manner conformant, both functionally and technically, to the manuals on usage published on EURid's websites, or made available by any other means, such as printed paper, CD/DVD, etc., including applicable newsflashes and/or newsletters.

In cases where the Registrar observes a malfunction, it is obliged to mention this to EURid in confidence, along with any supporting material which may help EURid in diagnosing and, subsequently, correcting/improving the alleged malfunction.

In no case is the Registrar allowed to make its findings public, be it via press, newsgroups, blogs or any other means, before having received an official statement by EURid as to its diagnosis and mending of the signalled case, within a reasonable delay of at least 30 working days starting from the date of the original communication.

If, at any point following this period, the Registrar communicates its findings to the public, it is obliged to include the statement by EURid in full.

Article 8. TRANSFER OF DOMAIN NAME AND REGISTRY LOCK

8.1 Transfer of a Domain Name

The Registrar acknowledges that the Registrant has the right to transfer the Domain Name to a new Registrant and/or to another accredited Registrar. Such transfer must be performed in accordance with Section 10 of the Registration Policy and Section 7 of the Terms and Conditions. By following the procedures set forth therein, the Registrar acknowledges and warrants the validity of the transfer of the Domain Name. The Registrar must cooperate with the (current and/or new) Registrant, the new Registrar, and EURid throughout the various phases of the transfer process.

If the Registrar does not comply with these obligations, EURid is entitled to execute the transfer and cannot be held liable for doing so.

8.2 Registry Lock

At any time, the accredited Registrar has the option to subscribe to the Registry Lock service in accordance with Section 8.6 of the Terms and Conditions and the procedure set forth on the Registrar Extranet (<https://secure.registry.eu>).

Article 9. PRIVACY POLICY

The Registrar will maintain a clear privacy policy, compliant with all applicable national, European and international data protection regulations, and will inform its Registrants thereof.

The Registrar will refrain from spamming existing or potential Registrants in order to persuade them to make use of its services. However, the invitation to existing Registrants to renew their Domain Names and the transmission to those Registrants of additional information about the services offered is not considered to be spamming.

The Registrar will not communicate the personal data of its Registrants to third parties unless required to do so by the appropriate public authorities or for the purposes of maintaining the WHOIS function of EURid.

The Registrar is hereby appointed as a Data Processor with respect to the collection and transfer to EURid, acting as a Data Controller, of the Personal Data of the Registrants requesting the Registration of a Domain Name or renewal of a Registration Period.

To that end, the Registrar:

- a) If established within the European Economic Area, must comply with the applicable data protection legislation in force in the Member State in which the Registrar is established and indemnify and hold EURid harmless against any third party action due to violations of such data protection laws in relation to the performance of this Agreement;
- b) If established within a country outside the European Economic Area which has been declared as ensuring an adequate level of protection by reason of its domestic law or of the

international commitments it has entered into by a European Commission decision taken under Article 25(6) of directive 95/46/EC, it must comply with the applicable data protection legislation in force in the jurisdiction where the Registrar is established and indemnify and hold EURid harmless against any third party action due to violations of such data protection laws in relation to the performance of this Agreement;

- c) If based within a country which does not meet the conditions set out in (a) or (b) above, it must comply with the standard contractual clauses adopted under the European Commission Decision 2002/16/EC of 27 December 2001 and indemnify and hold EURid harmless against any third party action due to violations of such contractual provisions in relation to the performance of this Agreement;
- d) If based in the United States of America, the Registrar must:
- adhere to the Safe Harbor Privacy Principles issued by the US Department of Commerce, giving adequate information thereof to EURid, and indemnify and hold EURid harmless against any third party action due to violations of such provisions in relation to the performance of this Agreement; or,
 - adopt the contractual provisions set out in (c) above, and indemnify and hold EURid harmless against any third party action due to violations of such contractual provisions in relation to the performance of this Agreement.

Article 10. DURATION

This Agreement is concluded for a period of one year starting from the date of Accreditation and ending on the last day of the month of the anniversary of the Agreement.

At the end of its term, the Agreement will be extended for consecutive periods of one year unless either party notifies the other party in writing no later than three months before the end of the initial term of the Agreement or no later than three months before the end of any consecutive one-year period of the Agreement that it does not want to extend the Agreement.

Article 11. TERMINATION OF THE AGREEMENT

11.1 Termination of EURid's registration authority

This Agreement will terminate immediately if EURid is, for whatever reason, no longer able to register Domain Names. The Registrar cannot hold EURid responsible for damages resulting from this termination, unless the termination is due to gross negligence or fraud on EURid's part.

EURid must immediately inform the Registrar of any fact brought to its attention that may reasonably cause the termination of EURid's registration authority.

When it becomes aware of the upcoming termination of its registration authority, EURid will use its best efforts to:

- Facilitate the continuation or transfer of the existing contracts between EURid and the Registrars at the termination date;
- Obtain a notice period before the termination of its registration authority.

11.2 Breach of contract

If the Registrar breaches this Agreement, including without limitation Article 2.3, EURid will send an email to the email address provided by the Registrar during the Accreditation process and a letter by registered mail to the Registrar urging the Registrar to cease the breach of Agreement. EURid may terminate the Agreement without further notice and without any compensation being due if the Registrar does not respond or does not cease the breach of Agreement within 14 days after the date of communication.

11.3 Bankruptcy or winding up

This Agreement will terminate immediately without any compensation being due if:

- The Registrar becomes bankrupt; or,
- The Registrar files for judicial composition; or,
- The Registrar's business is wound up.

Article 12. CONSEQUENCES OF TERMINATION OF THE REGISTRAR AGREEMENT

Upon termination, the Registrar must immediately pay any outstanding fees that were due before termination.

EURid will transfer the Domain Names of the Registrar whose Agreement has been terminated to one or more accredited Registrars upon request of that Registrar or the person entitled to represent it. In such cases, EURid will charge the transfer fee stated in Article 6.1.3 and will deduct the fee from the remainder of the flat fee that was paid in conformity with article 6.1 of this Agreement. Any amount remaining will be reimbursed to the Registrar at the end of the initial term of the Agreement; or, if applicable, at the end of the one-year extension period in force. Note that no such reimbursement will be made prior to the end of the Sunrise period set forth in Article 5.

If the Agreement is terminated and the Registrar does not succeed in accomplishing a transfer of the Domain Names in its portfolio to (an)other Registrar(s) within one month of the termination of the Agreement, EURid must inform the Registrants that their Domain Names have been put on hold in accordance with the Rules. This information will be sent by email to the email address provided by the Registrar during the Registration process and published on EURid's website no later than two months before it becomes effective. At the same time, EURid must inform the Registrants that they have one month to choose another Registrar. EURid is entitled to invoice the costs relating to this information process if these costs exceed the remainder of the flat fee.

If the Registrant appoints another Registrar, EURid will charge the renewal fees to the new Registrar when the Registration term under the old Registrar ends. If the Registrant does not appoint another Registrar, EURid will terminate the Registration of the Domain Name at the end of its term. The Domain Name will remain in quarantine for the following period (whichever is longest):

- Three months after the notice requesting the Registrant to appoint a new Registrar has been issued; or,
- Two months after the termination of the Registration.

While the Domain Name is in quarantine, the Registrant may appoint another Registrar. The prospective Registrar must send a reasoned request to EURid applying to become the new Registrar and to restore any terminated Registrations.

Article 13. ASSIGNMENT OF RIGHTS

The Registrar may assign its rights and obligations under this Agreement to another accredited Registrar if the Registrar informs EURid in writing no later than one month before the assignment becomes effective.

Article 14. GUARANTEES

The Registrar must indemnify EURid against any claim for damages in or out of court made by Registrants or third parties against EURid for the products and services offered by EURid or by the Registrar, including but not limited to the following:

- Claims relating to the Registrar's breach of this Agreement;
- Claims relating to the granting or not granting, renewal or non-renewal of the Registration of a Domain Name of the Registrant or a third party;
- Claims relating to the termination of EURid's registration authority (notwithstanding Article 11.1 of this Agreement);
- Third parties claims to rights on a Domain Name; or,
- Claims relating to technical defects or shortcomings.

Article 15. MISCELLANEOUS**15.1 Effect of this Agreement on third parties**

This Agreement only creates rights and obligations for the signing parties and not for third parties. Third parties cannot claim any rights against the Registrar or EURid.

15.2 Amendments

Both parties must agree to amendments of this Agreement, unless this Agreement expressly states otherwise. If EURid requests an amendment to this Agreement, it shall notify (including by email and/or publication on its website) the Registrar thereof and the Registrar shall be deemed to have agreed to such amendment unless it protests the amendment in writing no later than 30 days after the notice given by EURid.

Notwithstanding the previous paragraph, EURid may amend the Rules if it informs the Registrar of amendments no later than 30 days before they become effective. EURid must send this information by email to the email address provided by the Registrar during the Accreditation process and publish it on its website.

15.3 Disputes

This Agreement is subject to Belgian law. All related disputes will be brought before the Brussels courts.

15.4 Intellectual property

This Agreement does not change the status of any intellectual property rights of the parties concerned (in particular, but not limited to, the transfer by either party of the ownership of, or licenses to, its intellectual property rights).

15.5 Use of logos and the EURid name

This Agreement does not grant the Registrar the right to use the logo or name of EURid unless express permission is given by the latter. EURid can create specific logos for the benefit of the Registrar and can grant the right to use these logos to the Registrar. EURid will inform the Registrar of any such event.

Upon termination of this Agreement pursuant to Articles 10, 11 and 12, the Registrar must cease any use of EURid logos previously permitted as per the preceding paragraph.

15.6 Website of the Registrar

The Registrar is obliged to have its own website and in cases where Registrations are administered via a website belonging to a third party, the Registrar will be held liable for all the content of this party's website. In both cases, the Registrar is obliged to communicate to EURid the exact reference of the part of its website where reference is made to Domain Name Registration. EURid has the right to record this reference on its own website so that Registrants may contact the Registrar directly. EURid also has the right to update this reference if it proves to be outdated.

For EURid



Marc Van Wesemael

General Manager

For the Registrar

(Name + Title + Date)

Exhibit 1 - Registration and renewal fees that apply upon signing this Agreement

1. The fee for the Registration of a Domain Name is 4 EUR (excl. VAT) at the time of the signing of this Agreement between EURid and the Registrar. This fee includes the right to use the Domain Name for a period of one year following Registration;
2. The renewal or term extension fee for a Domain Name is 3.75 EUR (excl. VAT) at the time of the signing of this Agreement between EURid and the Registrar;
3. The fee for the transfer of a Domain Name, in accordance with Sections 10.1 and 10.2 of the Registration Policy, is 4 EUR (excl. VAT);
4. The fee for the Registry Lock, in accordance with Section 7 of the Terms and Conditions, is 10 EUR (excl. VAT) per Domain Name;
5. The fee for the bulk transfer of Domain Names by EURid upon demand of the Registrar is 0.25 EUR (excl. VAT) per Domain Name, with a minimum amount of 500 EUR (excl. VAT) per requested transaction;
6. The fee for the reactivation of a Domain Name that has been put into "quarantine" is 3.75 EUR (excl. VAT.) Domain Names in "quarantine" can be reactivated up to 40 days after their deletion;
7. The fee for the reactivation of a Domain Name that has been put into "quarantine" and which is accompanied by the transfer of that Domain Name to a New Registrar is 4 EUR (excl. VAT.) Domain Names in "quarantine" can be reactivated up to 40 days after their deletion.