

ASSIGNMENT AND ASSUMPTION AGREEMENT ref # 00096992

.axa Registry Agreement

This Assignment and Assumption Agreement of the .axa Registry Agreement (the "**Agreement**") is entered into on 12 May 2020 with the effective date being 01 July 2019 (the "**Effective Date**") by and between **AXA SA**, a company organized and existing under the laws of France, having its registered office at Avenue Matignon 25, 75008 Paris, France, registered with the Commercial and Companies Register of Paris under number 572 093 920 ("**Assignor**") and **AXA GROUP OPERATIONS SAS** a "Société par Actions Simplifiée, having its place of business at 81 rue Mstislav Rostropovitch, France, registered with the Registry of Commerce and Companies of Paris under number 399 214 287 ("**Assignee**"). The parties to this Agreement shall be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. Assignor is a party to that certain Registry Agreement entered into 19 December 2013, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("**ICANN**") for the .axa top-level domain (the "**Registry Agreement**").
- B. Pursuant to Section 7.5 of the Registry Agreement, following on from the letter received the Assignor advised ICANN of an assignment of the Registry Agreement from Assignor to Assignee.
- C. , Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of Agreement.

AGREEMENT

In consideration of the mutual promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys, as per the Effective Date, to Assignee all of Assignor's rights and obligations under the Registry Agreement.
2. Assignee hereby accepts the assignment, transfer and conveyance by Assignor of all of Assignor's rights and obligations under of the Registry Agreement and assumes all liabilities and benefits of Assignor relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Registry Agreement, in each case as per the

Signed by Paul BENOÎTE
06/08/2020 13:12

Signed with
 universign

Signed by Gael LAPIE
06/19/2020 11:08

Signed with
 universign

3. The Parties hereby agree that, as per the Effective Date, Assignee shall be substituted for Assignor as the Registry Operator for all purposes of the Registry Agreement.
4. *The Parties confirm that, as per the Effective Date, Assignor shall not have any current, future or historical rights or obligations under the Registry Agreement vis-a-vis Assignee and Assignee shall be bound by the terms of the Registry Agreement in every way as if it were the original party thereto instead of Assignor. As per the Effective Date, Assignee shall not have any current, future or historical rights or obligations under the Registry Agreement vis-à-vis Assignor.*
5. Each Party shall, upon the reasonable request of the other Party, make, execute, acknowledge, and deliver any and all further documents and instruments, and do and cause to be done all such further acts, to evidence and/or in any manner perfect Assignor's assignment of the Registry Agreement to Assignee pursuant to this Agreement.
6. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior arrangements and understandings, oral, written and implied, among the Parties hereto with respect to the subject matter hereof.
7. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
8. No variation, waiver or other amendment of this Agreement shall be effective or enforceable unless made in writing and signed by or on behalf of the Parties.
9. The benefit of any and all claims and rights under this Agreement may not be assigned, transferred or in any other way be alienated, in whole or in part, to any purchaser, assignee or transferee of any of the Parties or their affiliates.
10. This Agreement is governed by and construed as agreed by the governing law of the ICANN agreement.
11. Article 5 (*Dispute Resolution*) of the Registry Agreement shall be incorporated by reference and shall apply *mutatis mutandis* to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered on the date first stated above.

[ASSIGNOR]

By: AXA SA

Name: Paul BENNETT

Title: Global Brand Director



[ASSIGNEE]

By: AXA Group Operations SAS

Name: Gael LAPIE

Title: Chief Financial Officer

