

## ASSIGNMENT AND ASSUMPTION AGREEMENT

### Dot-CAM Registry Agreement

This Assignment and Assumption of the Dot-CAM Registry Agreement ("Assignment and Assumption Agreement") is entered into as of February 9, 2021 (the "Effective Date") by and between AC Webconnecting Holding B.V. ("Assignor") and Cam Connecting ("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 dated April 21, 2016, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), by which Assignor is authorized to operate the .CAM top-level domain (the "Registry Agreement").

B. Assignee is owned by the same two individual shareholders as Assignor  
In other words, Assignee and Assignor each is a wholly owned subsidiary of the same parent individuals.

C. Pursuant to Section 7.5(f)(iii) of the Registry Agreement, the Parties shall notify ICANN of this Change of Control, which does not require ICANN consent because Assignee hereby expressly assumes all terms and conditions of the Registry Agreement.

D. Assignor hereby assigns its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby expressly assumes all of Assignor's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Assignment and Assumption 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 now agree as follows:


1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, obligations, title, and interest in and to the Registry Agreement.
2. Assignee hereby accepts the assignment of the Registry Agreement and assumes all liabilities 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 from and after the Effective Date.

3. The Parties hereby agree that Assignee shall be substituted for Assignor as the Registry Operator for all purposes of the Registry Agreement, other than the COI requirements addressed in Section 7 hereof..
4. The Parties hereby represent that all conditions set forth in Registry Agreement have been fulfilled as of the Effective Date of this Assignment and Assumption Agreement.
5. The Parties hereby acknowledge that assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to any breaches of the Registry Agreement by Assignor occurring prior to the Effective Date, or after the Effective Date with respect to any COI requirements.
6. 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.
7. In accord with ICANN requirements relating to a Continuing Operations Instrument ("COI"), the Assignor has been granted a Letter of Credit  
on the basis of which Assignee is unconditionally entitled  
to a (partial) release of funds

Assignor hereby undertakes that it will maintain such COI, and shall maintain compliance with all of the obligations as laid down and resulting from the above Letter of Credit after the execution of this Assignment and Assumption Agreement, and until such time as Assignee's COI requirement expires on 21 April, 2022 per the terms of the Registry Agreement.

Assignee hereby warrants that it shall confirm Assignor's compliance with all ICANN COI requirements set forth in the Registry Agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date first stated above.

Signed:  
Antje Schoneveld  Caumont  
Executive Shareholder  
AC Webconnecting Holding B.V.

Signed:  
Antje Schoneveld Caumont  
Executive Shareholder  
Cam Connecting



Registry – AC Webconnecting Holding BV

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## **AC Webconnecting Holding BV**

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3001 DA Rotterdam  
The Netherlands

**ICANN**  
**12025 Waterfront Drive Suite**  
**300 Los Angeles,**  
**CA 90094-2536 USA**

### **AGREEMENT BETWEEN AC WEBCONNECTING HOLDING BV AND CAM CONNECTING SARL IN RESPECT OF MAINTAINING THE CONTINUED OPERATIONS INSTRUMENT TOWARDS ICANN**

The following Parties

AC Webconnecting Holding BV, a limited liability company (BV) with the Chamber of Commerce under number \_\_\_\_\_ with its offices at Beursplein 37, 3011 AA in Rotterdam represented by its director Antje Schoneveld (hereinafter: Assignor);

And

Cam Connecting Sarl, 32 Rue de Remparts 98000 Monaco, registration number \_\_\_\_\_ represented by its director Antje Schoneveld (hereinafter: Assignee).

Whereas

The Assignor is acting as the Registry Operator for the Top-Level Domain as designated by ICANN 12025 Waterfront Drive Suite 300 Los Angeles, CA 90094-2536 USA under the .cam Registry Agreement dated April 21, 2016 (hereinafter: RA).

Assignor wishes to transfer rights and obligations under the RA to Assignee, the conditions of which are laid down in the Assignment and Assumption Agreement dated February 9, 2021.

In accordance with ICANN requirements relating to a Continuing Operations Instrument (“COI”), the Assignor has been granted a Letter of Credit \_\_\_\_\_ on the basis of which funds have to be unconditionally released to ICANN upon its request.

**IN THIS RESPECT THE PARTIES AGREE AS FOLLOWS:**

**Article 1**

Assignor herewith undertakes to maintain the COI for operations of the .CAM gTLD, on behalf of Assignee and for benefit of ICANN, until that obligation expires per terms of the RA on April 30 2022.

**Article 2**

Assignee agrees and accepts that it has the obligation under the RA to maintaining the COI until such time that this obligation expires per terms of the RA in April 30 2022.

Director ACW Holding BV  
Antje Schoneveld

Director Cam Connecting Sarl  
Antje Schoneveld

Date: Rotterdam 08-21-2021

Date: Rotterdam 08-21-2021