

EXHIBIT 1 – ASSIGNMENT & ASSUMPTION AGREEMENT

This assignment and assumption agreement of the .CREDITUNION Registry Agreement ("the Assignment and Assumption Agreement") is entered into on 21 October 2020 by and between:

DotCooperation, LLC of 1775 Eye Street, NW, 8th Floor, Washington DC 20006 represented by Ms Violetta Nafpaktiti its President (hereinafter "**Assignee**");

and

CUNA Performance Resources, LLC, having its main place of business at 5710 Mineral Point Road, Madison Wisconsin 53705 USA is a Wisconsin limited liability company and represented by Jill Tomalin, its Chair (hereinafter and collectively "**Assignor**").

The parties to this Assignment and Assumptions Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. On 22 January 2015 the Assignor entered the Registry Agreement with the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation ("ICANN") for the .CREDITUNION top-level domain (the "Registry Agreement").
- B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 6 October 2020 Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement from Assignor to Assignee.
- C. On 14 October 2020, ICANN granted its conditional written consent ("ICANN's Consent") to Assignor for assignment of the Registry Agreement to Assignee.
- D. Having received ICANN's Consent as aforementioned, and both Parties having represented herein below its fulfillment of all conditions of ICANN's Consent, 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 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 hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, obligations 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.

3. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement.
4. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Registry Agreement.
5. The Parties hereby represent that all conditions set forth in ICANN's Consent have been fulfilled as of the Effective Date of this Assignment and Assumption Agreement
6. The Parties hereby acknowledge that ICANN's Consent to Assignor's 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.
7. 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 Assignment and Assumption 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.

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|-----------------------|---------------------|------------------|
| Signature | | |
| Representative | Violetta Nafpaktiti | Jill Tomalin |
| Title | President | Chair |
| Company | DOTCOOP | CPR |
| Date | 21 October 2020 | October 21, 2020 |