

DATED

15th JULY 2014

(1) DOT GLOBAL AS

- and -

(2) DOT GLOBAL DOMAIN REGISTRY LTD

ASSIGNMENT AGREEMENT

**relating to
Registry Agreement**

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made on 15th JULY 2014 (the "Effective Date")

BETWEEN:

- (1) DOT GLOBAL AS, company reg. no. 996 952 975, Tjuvholmen allé 3, 0252 Oslo, Norway ("Assignor"); and
- (2) DOT GLOBAL DOMAIN REGISTRY LTD, company reg. no.543936, 6th Floor, South Bank House, Barrow Street, Dublin 4, Ireland ("Assignee")

BACKGROUND:

- A On [date], the Assignor and Internet Corporation for Assigned Names and Numbers ("ICANN") entered into to a registry agreement (the "Registry Agreement") to operate a shared registration system, TLD name servers, and render other registry services for the .GLOBAL top-level domain.
- B Pursuant to section 7.5, letter f, of the Registry Agreement, the Assignor may without the consent of ICANN assign the Registry Agreement to a wholly-owned subsidiary of the Registry Operator. The Assignee is a wholly-owned subsidiary of the Assignor.
- C On the basis of the above, the parties have agreed to assign the Registry Agreement to the Assignee as of the Effective Date on the terms and conditions set forth in this Agreement.

IT IS AGREED:

1. ASSIGNMENT

- 1.1 The Assignor hereby transfers and assigns all of its rights and obligations under the Registry Agreement to the Assignee, and the Assignee hereby accepts such transfer and assignment (the "Assignment"). For the avoidance of doubt the Assignor will still be liable towards Sparebanken Sør and Deutsche Bank pursuant to the letter of credit with SWIFT IMP4176.
- 1.2 The Assignee agrees to perform all the Assignor's obligations under the Contract from the Effective Date.

2. CONSIDERATION AND INDEMNIFICATION

- 2.1 As consideration for the Assignment, the Assignee agrees to pay a consideration of USD 3 400 000 to the Assignor (the "Consideration"), which the parties, based on internal and external valuations, agree represents the fair market value for the Registry Agreement.
- 2.2 The Consideration shall be settled at the Effective Date by issuing a vendor's note (as attached as Schedule 1) from the Assignor to the Assignee with a nominal value equal to the Consideration.
- 2.3 The Assignee shall indemnify the Assignor against all liabilities, costs, expenses, damages and losses that the Assignor suffers or incurs under or in connection with the Registry Agreement after the Effective Date as a result of the Assignee's failure to perform or satisfy the obligations it assumes under this Agreement, except to the extent that such losses, damages or costs arise as a result of the Assignor's failure to perform or satisfy its obligations under the Registry Agreement before that date.
- 2.4 The parties shall notify ICANN about the assignment as set out in this Agreement immediately after the Effective Date.

3. GOVERNING LAW AND DISPUTE RESOLUTION

- 3.1 This Agreement shall be governed by and construed in accordance with the laws of Norway.

3.2 Any disputes arising from this Agreement shall be settled with Oslo city court as agreed legal venue.

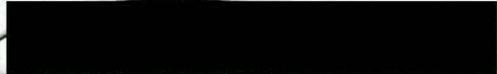
IN WITNESS WHEREOF, the parties have executed this Agreement in Oslo at the date first above written.

On behalf of Dot Global AS



Name: Rolf Larsen
Title: CEO

On behalf of Dot Global Domain Registry Ltd



Name: Rolf Larsen
Title: CEO/Chairman