

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**.hsbc Registry Agreement**

This Assignment and Assumption of the .hsbc Registry Agreement ("**Agreement**") is entered into as of *6<sup>th</sup> October* 2016 (the "**Effective Date**") by and between HSBC Holdings PLC (registered number 00617987) whose registered office is at 8 Canada Square, Canary Wharf, London, E14 5HQ ("**HSBC**") and HSBC Global Services (UK) Limited ("**HGSU**") (registered number 07272547) whose registered office is at 8 Canada Square, Canary Wharf, London, E14 5HQ. The parties to this Agreement shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

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- A. HSBC is a party to the Registry Agreement entered into on 24 October 2014, by and between HSBC and the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit organisation ("**ICANN**") for the .hsbc top-level domain (the "**Registry Agreement**").
- B. Pursuant to Section 7.5 of the Registry Agreement, in a message sent through the GDD portal from HSBC dated 24 March 2016, HSBC notified ICANN of its intention to assign the Registry Agreement from HSBC to HGSU (its wholly-owned subsidiary).
- C. HSBC hereby desires to assign its rights and obligations under the Registry Agreement to HGSU, and HGSU hereby desires to assume HSBC's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this 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. HSBC hereby assigns, transfers, and conveys to HGSU all of HSBC's rights, obligations, title and interest in and to the Registry Agreement.
2. HGSU hereby accepts the assignment of the Registry Agreement and assumes all liabilities of HSBC relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of HSBC under the Registry Agreement from and after the Effective Date.
3. The Parties hereby agree that HGSU shall be substituted for HSBC as the Registry Operator for all purposes of the Registry Agreement.
4. The Parties hereby acknowledge that ICANN's consent to HSBC's assignment of the Registry Agreement does not waive any rights ICANN may have to take action with

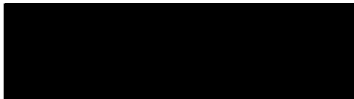
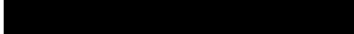
respect to the performance of covenants, obligations, and agreements of HSBC under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by HSBC occurring prior to the Effective Date no matter when such breaches were discovered including after the Effective Date whether against HSBC or HGSU.

5. The Parties hereby agree that ICANN is named as a third party beneficiary under this Agreement and may claim or enforce its rights as a third party beneficiary under this Agreement.
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 HSBC's assignment of the Registry Agreement to HGSU pursuant to this Agreement.

Any disputes in relation to this Agreement shall be governed and construed in accordance with English law, and the courts of England and Wales shall have exclusive jurisdiction to hear them. This Agreement may be signed in counterparts, each of which taken together shall constitute one original.

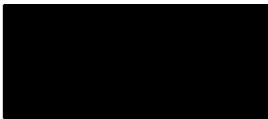
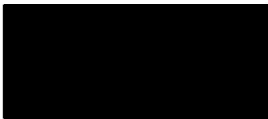
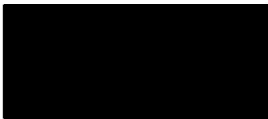
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date first stated above.

**HSBC Holdings PLC**

By:   
Name:   
Title: Matthew Rees  
Global Head of Category Management |Procurement |  
HSBC Holdings Plc

2016.10.10  
08:26:58 Z

**HSBC Global Services (UK) Limited**

By:   
Name:   
Title:   
Lorraine Eastwood,  
Strategic Projects  
Lead

2016.10.06 08:57:

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