Amendment No. 1 to Registry Agreement

The Internet Corporation for Assigned Names and Numbers ("ICANN") and Employ Media LLC ("Registry Operator") agree, effective as of _____ (the "Amendment No. 1 Effective Date"), that the modifications set forth below (this "Amendment") are made to that certain **.JOBS** Registry Agreement, dated as of 20 February 2015, between ICANN and Registry Operator (as amended, the "Agreement"). Capitalized terms used in this Amendment shall have the meanings assigned to them in the Agreement.

1. **Amendments to Agreement.** Effective as of the Amendment No. 1 Effective Date, the Agreement shall be amended as follows:

   a. Section 2.19 of the Agreement is hereby deleted and replaced in its entirety as follows:

   "**2.19 Obligations of Registry Operator to TLD Community**. Registry Operator shall establish registration policies in conformity with Specification 12 hereof with respect to the TLD for: (i) naming conventions within the TLD, (ii) requirements for registration by members of the TLD community, and (iii) use of registered domain names in conformity with the stated purpose of the sponsored, community-based TLD. Registry Operator shall operate the TLD in a manner that allows the TLD community to discuss and participate in the development and modification of policies and practices for the TLD. Registry Operator shall establish procedures for the enforcement of registration policies for the TLD, and resolution of disputes concerning compliance with TLD registration policies, and shall enforce such registration policies. Registry Operator agrees to implement and be bound by the Registry Restrictions Dispute Resolution Procedure as set forth at http://www.icann.org/en/resources/registries/rrdrp with respect to disputes arising pursuant to this Section 2.19. Registry Operator shall implement and comply with the sponsored TLD community registration policies set forth on Specification 12 attached hereto."

   b. Exhibit A of the Agreement is hereby amended by adding the following Section 5:

   "5. TLD noncompanyname Phased Allocation Program ("Phased Allocation Program")

   Registry Operator may elect to allocate the domain names via the following processes: 1) Request for Proposals (RFP) to invite interested parties to propose specific plans for registration, use and promotion of domains that are not their company name; 2) By auction that offers domains not allocated through the RFP process; and 3) A first-come, first-served real-time release of any domains not registered through the RFP

or auction processes. Registry Operator reserves the right to not allocate any of such names. The domain names included within the scope of the Phased Allocation Program shall be limited to noncompanyname.TLD domain names, not including all reserved names as identified in Specification 5 of this Agreement.

For the avoidance of doubt, and in accordance with the terms of the Settlement Agreement, ICANN will not object to, or claim violation of this Agreement due to Registry Operator proceeding with the allocation of noncompanyname.TLD domain names under this Phased Allocation Program, provided that such allocation is otherwise in compliance with the terms of this Agreement, the TLD's Charter and policies approved by the Sponsor pursuant to its role in connection with this Agreement and the TLD."

c.   Section 2 of Specification 5 of the Agreement is hereby deleted and replaced in its entirety as follows:

"2. Additional Second-Level Reservations. In addition, the following names shall be reserved at the second level:

•   All single-character and two-character labels that were previously reserved by the Registry Operator prior to the Effective Date of this Registry Agreement may be allocated through ICANN-accredited registrars based upon implementation of a phased allocation program as further set forth in Exhibit A."

d.   Section 3(d) of Specification 11 of the Agreement is hereby deleted and replaced in its entirety as follows:

"d. Except as set forth elsewhere in this Agreement, including but not limited to the Phased Allocation Program as referenced in Exhibit A, Registry Operator of a "Generic String" TLD may not impose eligibility criteria for registering names in the TLD that limit registrations exclusively to a single person or entity and/or that person's or entity's "Affiliates" (as defined in Section 2.9(c) of the Registry Agreement). "Generic String" means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others."

e.   Specification 12 of the Agreement is hereby deleted in its entirety and replaced with Specification 12 attached hereto.

2.   **Agreement; No Other Amendment; Reaffirmation, Miscellaneous.** Except as amended by this Amendment, the Agreement shall remain in full force and effect

according to its terms and shall be read and construed as if the terms of this Amendment were included therein. The parties acknowledge and agree that each shall be bound and obligated to perform all of its respective obligations under the Agreement as amended by this Amendment, and that all references in such document to the Agreement shall mean and include the Agreement as amended hereby. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, ICANN and Employ Media LLC have caused this Amendment to be executed and delivered by their duly authorized officers as of the Amendment No. 1 Effective Date.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
      Theresa Swinehart
      Senior Vice President, Global Domains and Strategy

EMPLOY MEDIA LLC

By: _____
      Thomas Embrescia
      Chairman

SPECIFICATION 12

SPONSORED TLD POLICIES

Registry Operator shall implement and comply with all terms, conditions policies, etc. described below. In the event Specification 12 conflicts with the requirements of any other provision of the Registry Agreement, such other provision shall govern.

Part I. Charter

The TLD is sponsored by the Registry Operator and is established to serve the needs of the international human resource management community (the "Community"). "Human resource management" is the organizational function that focuses on the management and direction of people. The Community consists of those persons who deal with the human element in an organization – people as individuals and groups, their recruitment, selection, assignment, motivation, compensation, utilization, services, training, development, promotion, termination and retirement.

The TLD will be managed by Registry Operator in accordance with (i) the provisions of this charter (the "Charter"); (ii) the interests of the Community; and (iii) policy directives from the HR Council (as defined herein).

The HR Council shall act as the policy delegate responsible for establishing registration requirements for second level domains in the TLD, consistent with the Agreement and this Charter and in the interests of the Community. The Registry Operator is responsible for maintaining the registration requirements.

Part II. Description of the Community

Persons engaged in human resource management practices that are supportive of a code of ethics that fosters an environment of trust, ethical behavior, integrity, and excellence (as exemplified in the current Society for Human Resource Management ("SHRM") Code of Ethical and Professional Standards in Human Resource Management or other similar codes) each, a "Qualified Applicant" may request registration of second-level domains within the TLD.

For the avoidance of doubt, Registry Operator is not precluded from registering names within the TLD to itself, provided it is otherwise in accordance with the provisions of this Agreement.

Registry Operator will promptly convey to ICANN any modifications that are made to the definition of the Community, which must otherwise be consistent with the terms of the Agreement.

Part III. Delegated Authority

Subject to Registry Operator's compliance with this Agreement and any Temporary Specifications or Policies or Consensus Policies as defined in the Agreement, and provided the scope of the community restrictions described in Part II of this Specification 12 are not exceeded: Registry Operator shall have delegated authority to develop policy for the TLD in the following areas:

1. Establishment of naming conventions to be used in the TLD.

2. Restrictions on what types of people or entities may register Registered Names (which need not be uniform for all names within the TLD), provided the scope of the Charter set forth above is not exceeded.

3. Restrictions on how Registered Names may be used (which need not be uniform for all names within the TLD), provided the scope of the Charter is not exceeded.

4. Performance of Eligibility and Name-Selection Services (ENS Services), either directly by the Registry Operator or by one or more organizations or individuals to which it delegates the responsibility for performing ENS Services.

5. Mechanisms for enforcement of the restrictions in items 1, 2 and 3, including procedures for cancellation of registrations.

6. Mechanisms for resolution of disputes between owners of rights in names (such as trademarks) and registrants that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law.

7. Selection of back-end registry provider and establishment of the terms of agreement between the Registry Operator and the provider.

8. Functional and performance specifications for, and pricing of, Registry Services.

9. Matters concerning the operation of the registry for the TLD.

10. Selection of ICANN-Accredited Registrars to act as registrars for the TLD consistent with the Charter.

11. Terms of agreement to be offered by the Registry Operator to ICANN-Accredited Registrars selected by the Registry Operator, including provisions for fair treatment by the Registry Operator of those registrars.

12. Practices of ICANN-Accredited Registrars selected by Registry Operator with respect to Registered Names and their registration.

13. Terms of agreement between Registry Operator, registrars and registrants under which Registered Names are registered.

14. Uses and practices by registrants with respect to Registered Names.

15. Provisions for publication of registry and registrar data consistent with the Agreement and Registrar Accreditation Agreements.

16. Terms of agreement between or among Registry Operator, registrars, and registrants necessary to give effect to the above.

Part IV. Selection of Registrars

Registry Operator will select ICANN accredited registrar(s) that wish to enter into an agreement with Registry Operator to register TLD domain names. As part of the selection process, Registry Operator will evaluate each registrar on a case-by-case basis, in accordance with the terms of this Agreement, weighing the following characteristics:

1. Thorough understanding of the principles and intentions underlying the TLDs registration policies.

2. Dedicated willingness and ability to propagate and enforce these policies in an observant and diligent manner and in accordance with policies and procedures prescribed by the Registry Operator.

3. Demonstrated willingness and ability to publicize and market the TLD, to follow all TLD marketing guidelines and to use TLD marketing materials as appropriate.

4. Established business relationships with substantial numbers (proportionate to the size of the registrar) of employers in the regions served by the registrar.

5. Willingness and ability to post and refresh a minimum deposit against which fees will be drawn.

6. Demonstrated familiarity with the language requirements of the region(s) served by the registrar.

7. Demonstrated willingness and ability to reach out to lesser developed regions and provide access to TLD registrations.

8. Demonstrated willingness and ability to compliment and/or assist in Registry Operator's outreach program(s) to lesser developed regions.

9. Demonstration that sufficient staff resources are available and ability to interface with automated and manual elements of the TLD registry process.

10. Demonstrated willingness to share with Registry Operator contact information and marketing efforts aimed at all current registrants with whom the registrar has relationships who are eligible for registration.

11. Demonstrated systems designed to avoid submission of unqualified applicants that will burden the TLD qualification system.

12. Demonstrated systems designed to avoid any disputes regarding transfers among registrars.

13. Recognition of the specific aspects of the Community that will be supported by the TLD and a willingness to participate in it in that spirit.

14. Familiarity with the needs of the Community and established modes for reflecting these needs in registrar services and registration processes.

15. Broad geographic distribution of registrar locations.

16. Established collaborative contact with one or more associations representing the Community in the language and geographical region or sector served by the registrar.

17. Dedicated willingness and ability to act together with the Community in the processing of registration requests.

Part V. Additional Provisions

Regarding the TLD, Registry Operator will fulfill the Community value criteria by (i) protecting the rights of others (ii) assuring charter-compliant registrations and (iii) avoiding abusive registration practices (collectively, the "Community Value Criteria".)

The TLD has policies and practices that minimize abusive registration activities and other activities that affect the legal rights of others, and which further provide safeguards against unqualified registrations and ensure compliance with ICANN policies.

All registrants are required to enter into a Registration Agreement. The Registration Agreement obligates the prospective registrant to certify that a Qualified Applicant has submitted the application, that the any statements made during the registration process (and in the Registration Agreement) are complete and accurate, that (to the registrant's knowledge) the registration or intended use of the domain name will not infringe upon or otherwise violate the rights of any third party, that the registrant is not registering the domain name for any unlawful purpose, that the registrant will not knowingly use the domain name in violation of any applicable laws or regulations, and that the registration is subject to ICANN's UDRP and all applicable laws (such as anti-cybersquatting legislation).

Policy Formulation:

-        Registry Operator will create an HR Council comprised of HR professionals

- The HR Council will agree to specific duties and responsibilities memorialized by written agreement
- The HR Council will perform its duties independent of Registry Operator
- HR Council duties are to take in requests from members of the sponsored Community regarding .jobs TLD policies and make recommendations to Registry Operator when determined by the Council to be appropriate
- Implementation of a policy recommendation or registration requirement requires the approval of the Registry Operator
- HR Council members will not be employees of Registry Operator
- HR Council members are obligated to act solely in the best interests of the Community
- Registry Operator will annually certify to ICANN the HR Council was able to perform its duties independently of Registry Operator and in the interests of the Community.