

## **ASSIGNMENT AND ASSUMPTION OF .LTD A REGISTRY AGREEMENT**

This Assignment and Assumption Agreement of .ltda Registry Agreement, by and between

**Domain Robot Servicos de Hospedagem Na Internet Ltda**

hereinafter "Assignor",

having its principal office at Avenida Paulista, 2073; Horsa l cj. 2023, Conjunto Nacional - Bela Vista, 01311-300 São Paulo, SP, Brazil

and **InterNetX Corp.**

hereinafter "Assignee",

having its principal office at 100 North Biscayne Blvd., Suite 2100, Miami, FL 33132, USA

in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into a Registry Agreement for the new gTLD „.ltda“, signed on April 17, 2014, with Internet Corporation for Assigned Names and Numbers, hereinafter „ICANN“, hereinafter "Contract";

WHEREAS, Assignor wishes to transfer and assign all of its rights, titles, interests and obligations under the Contract to Assignee;

WHEREAS, Assignee agrees to the transfer and assignment;

WHEREAS, Assignee expresses his assumption of the terms and conditions, according to Section 7.5.f (iii) of this Contract, being in full knowledge of these;

WHEREAS, the Contract requires no prior written consent of ICANN, for the assignment thereof, see Section 7.5.f (iii) of the Contract;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign and transfer all its right, title, and interest, and delegate all its obligations, liabilities, whether contingend or accrued, responsibilities and duties, in and to the Contract, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignor's obligations responsibilities and duties under the Contract and all of Assignor's right, title and interest in and to the Contract. Assignee expresses his assumption of the terms and conditions, according to Section 7.5.f (iii) of this Contract, being in full knowledge of these.

3. Notwithstanding the foregoing, Assignor agrees to defend and indemnify ICANN from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the contract and resulting from Assignee's performance after the assignment of the Contract, provided however, that after the assignment of the Contract ICANN shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from Assignee's performance.

4. Assignee agrees to indemnify ICANN from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.

5. This Assignment and Assumption Agreement shall be governed by the laws of the State of Florida.

6. The parties have caused this Agreement to be executed and delivered effective as of the 2 day of June 2014.

IN WITNESS WHEREOF, the Parties guarantee that this Agreement is signed by their duly authorized representatives.

[Redacted Signature]

(Signature of Assignor)

[Redacted Name]

Name

[Redacted Title]

Title

[Redacted Signature]

(Signature of Assignee)

[Redacted Name]

Name

[Redacted Title]

Title