

ASSIGNMENT AND ASSUMPTION AGREEMENT

.miami Registry Agreement (the "Registry Agreement")

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the specified Registry Agreement ("**Assignment and Assumption Agreement**") is made as of 8 December 2021 by and between Minds + Machines Group Limited, company registered in the British Virgin Islands under number 1412814 ("**Assignor**") and Registry Services, LLC, a Delaware limited liability company ("**Assignee**"). The parties to this Assignment and Assumption Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Assignor is a party to the Registry Agreement entered into 19 December 2013 (as amended), by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("**ICANN**") for the .miami top-level domain.

B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 29 April 2021, Assignor requested ICANN's consent to the assignment of the Registry Agreement from Assignor to Assignee.

C. On 12 November 2021, ICANN granted its conditional written consent ("**ICANN's Consent**") to Assignor for assignment of the Registry Agreement to Assignee.

D. 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 and upon ICANN granting its consent to the assignment.

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 and obligations under the Registry Agreement with effect from the Effective Date (as defined in section 6 below).

2. Assignee hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Assignor under the Registry Agreement, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Registry Agreement with effect from the Effective Date.

3. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement with effect from the Effective Date.

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 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.

6. This Agreement shall be conditional upon, and take effect from, the closing of the acquisition of Assignor's business assets relating to the .miami top-level domain by Assignee (including the Registry Agreement) which shall include receipt from ICANN of a Release of Conditions to Consent to Assignment letter (the "**Acquisition**"), which is anticipated to take place on or about 16 December 2021 (such actual closing date being the "**Effective Date**"). For the avoidance of doubt, the terms of this Agreement will be rendered null and void if the Acquisition is not completed for whatever reason.

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.

8. This Assignment and Assumption Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee. This Assignment and Assumption Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Assignment and Assumption Agreement may be executed and delivered by facsimile signature or by other electronic means, which shall be accepted as if they were original execution signatures. This Assignment and Assumption Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Delaware, irrespective of the choice of laws principles of the State of Delaware. This Assignment and Assumption Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the date last written below.

Minds + Machines Group Limited

By:
 J Bryan Disher
Name:
 Director
Title:

Registry Services, LLC

By:
 Nicolai Bezsonoff
Name:
 GM GoDaddy Registry
Title: