

THIS DEED is dated 16 December 2014

PARTIES

- (1) **IG Group Holdings PLC** incorporated and registered in England and Wales with company number 04677092 whose registered office is at Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA, U.K. (**Holdco**).
- (2) **Nadex Domains, Inc.** incorporated in the State of Delaware whose registered office is at 311 south Wacker Drive, Suite 2675, Chicago, Illinois, 60606 (**Domains**).

BACKGROUND

- (A) Holdco is party to a registry agreement with Internet Corporation for Assigned Names and Numbers (**ICANN**) in relation to the generic Top Level Domains (gTLD) .Nadex dated 11 December 2014 (**Contract**).
- (B) Holdco has agreed to transfer, and Domains has agreed to assume, Holdco's rights, obligations and liabilities under the Contract on the terms of this deed with effect from the date of this deed (**Effective Date**).

AGREED TERMS

1. INTERPRETATION

In this deed unless the context requires otherwise:

- (a) the headings and background are for convenience only and do not form part of this deed or affect its interpretation;
- (b) references to this deed or any other document are to that document as from time to time amended, restated, or replaced;
- (c) the schedule to this deed shall for all purposes form part of this deed;
- (d) references to a person include an individual, corporation, partnership, unincorporated body of persons and any government entity;
- (e) words importing the plural include the singular and vice versa; and
- (f) words such as other, including and in particular are not words of limitation.

2. TRANSFER

- 2.1 Holdco transfers all its rights and obligations under the Contract to Domains with effect from the Effective Date. Domains shall enjoy all the rights and benefits of Holdco under the Contract from the Effective Date and all references to Holdco shall be read and construed as references to Domains.
- 2.2 Domains accepts the transfer of the Contract in the above paragraph and agrees to perform all Holdco's obligations under the Contract from the Effective Date.
- 2.3 Holdco shall not be liable for any future obligations after the Effective Date under the Contract.
- 2.4 Nothing in this deed shall affect or prejudice any claim or demand that ICANN or Holdco may have against the other under or in connection with the Contract arising before the Effective Date.

3. INDEMNITY

- 3.1 Domains shall indemnify Holdco against all liabilities, costs, expenses, damages and losses that Holdco suffers or incurs under or in connection with the Contract after the Effective Date.

4. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required to give full effect to this deed.

5. MISCELLANEOUS

- 5.1 No purported alteration of this deed shall be effective unless it is in writing, refers to this deed and is duly executed by each party to this deed.
- 5.2 This deed may be entered into in any number of counterparts, and by the parties to it on separate counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.
- 5.3 A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

6. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7. **JURISDICTION**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by IG Group Holdings plc acting by Tim Howkins, a director, and Chris Hill, a Director



Director



Director

Executed as a deed by Nadex Domains, Inc. acting by Timothy G. McDermott a director and Donald L. Horwitz, a director



Director



Director

SCHEDULE – CONSIDERATION

The transfer set out in this deed shall be for due and valid consideration, being the payment
which the Holdco hereby expressly confirms receipt of.