

.ME REGISTRY - REGISTRAR AGREEMENT

This .ME Registry - Registrar Agreement (this "Agreement") is dated as of the _____ day of _____, 2010 ("Effective Date") by and between doMEn d.o.o., a Montenegrin company with its principal offices located at Džordža Vašingtona bb., zgrada tehničkih fakulteta, 81000 Podgorica, Montenegro ("Registry"), and _____, a _____, with its principal offices located at _____ ("Registrar"). Registry and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Registry is engaged in the services of facilitating Internet domain name registrations in the .ME country-code top level domains (the "TLD"); and

WHEREAS, Registrar desires to become an authorized registrar of domain names in the TLD, and to access Registry's registry system in order to register domain names and perform other functions with respect to such domain names;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry and Registrar hereby agree as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings ascribed to them below:

"Licensed Product" refers to the Registrar Toolkit, as defined herein, as amended, updated or otherwise modified in any manner from time to time, and all documentation associated therewith.

"Online Service and Fee Schedule" is the schedule of service and fees published on Registry's website at: www.domain.me/fee_schedule.

"Registrant" means the holder of a Registered Name.

"Registry Agreement" means the agreement between Registry and the Government of Montenegro pursuant to which Registry has been authorized to operate the Registry System for the TLD, and all documentation associated therewith.

"Registry System" means the registry system operated by Registry for Registered Names in the TLD, including, without limitation, the Registrar Toolkit, as well as updates and redesigns thereof, all in accordance with Registry's standard specifications, as amended from time to time.

"Registered Name" means each domain name registration, renewal or extension registered and/or maintained through the Registry System for which Registrar is the registrar of record.

1. ACCREDITATION OF REGISTRAR

1.1 Accreditation. During the Term of this Agreement, Registrar is hereby accredited to act as a registrar for the Registry TLD via the Registry System.

1.2 Registrar Use of Registry Name and Website. Registry hereby grants to Registrar a nonexclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited by Registry as a registrar for the TLD and (b) to link to pages and documents within the Registry website. No other use of Registry's name or website is licensed hereby. This license may not be assigned or sublicensed by Registrar without the express prior written consent of Registry.

2. OBLIGATIONS OF THE PARTIES

2.1. System Operation and Access. Throughout the Term of this Agreement, Registry shall operate the Registry System and provide Registrar with access to the Registry System enabling such Registrar to transmit domain name registration information for the TLD to the Registry System according to a protocol specified by Registry (the "Protocol"). Access to the Registry System is conditioned upon Registrar achieving and maintaining all technical and other certifications required by Registry from time to time.

2.2. Delivery of Registrar Toolkit. Registry shall provide to Registrar reference client software, with documentation, that will enable Registrar to develop its respective systems to submit registrations of domain names through the Registry System for the TLD (the "Registrar Toolkit").

2.3. Data Submission Requirements and Data Maintenance. As part of its registration of domain names in the TLD, Registrar shall ensure that all Registrants submit the data elements required by Registry using the Protocol concerning domain name registrations processed through the Registry System ("Data Elements"). In addition to the foregoing, Registrar shall maintain its own customer data. Registrars shall not provide identical Registrar-generated <authinfo> codes for domain names registered by different Registrants with the same Registrar. Registry in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be included in the Registrar Toolkit provided by Registry. The Registrar shall be required to provide the Registrant with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registrant regarding access and/or modification within 10 days. Failure of Registrar to timely respond to a Registrant authorization code inquiry shall constitute a material breach of this Agreement.

2.4. License. Registrar grants Registry a non-exclusive irrevocable right and license to use the Data Elements for the purposes of operating the Registry System for the TLD and performing Registry's obligations under this Agreement, and for all other purposes related to Registry's business and operations. Registrar acknowledges and agrees that such Data Elements shall be transmitted to the Registry for each domain name in the TLD.

2.5. Secure Connection. Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the

Registry System shall be protected to avoid unintended disclosure of information. Each Protocol session shall be authenticated and encrypted as specified by Registry. Registrar agrees that it shall not disclose any password provided by Registry except to Registrar's employees with a need to know. Registrar agrees to notify Registry within four hours of learning that any such password has been compromised in any way or if the digital certificate or encryption key used for secure communication with Registry has been revoked by the issuing Certification Authority or compromised in any way.

2.6. Domain Name Lookup Capability. Registrar agrees to employ in its domain name registration business Registry's domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

2.7. Compliance with Terms, Conditions Restrictions and Requirements.

2.7.1. Registry Policies. Registrar agrees to comply with all policies, terms, conditions, restrictions and requirements adopted by Registry from time to time upon notice to Registrar, including, without limitation, those policies referenced on the Registry website at www.domain.me/registry_policies (the "Registry Policies"). Registrar acknowledges and agrees that Registry may, in its sole discretion, modify, revise or amend any of such Registry Policies at any time, and from time to time, during the Term upon notice to Registrar. Publication of a new or revised policy on the Registry website shall constitute notice to Registrar. Registrar agrees that, by continuing to access the Registry System or otherwise place orders for services provided hereunder after any such modification, revision or amendment to any Registry Policy becomes effective, Registrar shall be deemed to have agreed to such modification, revision or amendment. Registrar agrees that if it does not desire to agree to any such modification, revision or amendment, it may terminate this Agreement, in accordance with the termination provisions set forth below. Registry shall not refund any fees paid by Registrar upon such termination. Registrar represents, warrants and covenants that it shall comply with all Registry Policies at all times.

2.7.2 Reservation of Rights. Registrar acknowledges and agrees that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its sole discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, or any policies, terms or conditions established by Registry, including, without limitation, the Registry Policies or (5) to correct mistakes made by Registry or any registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute proceeding.

2.8. Resolution of Technical Problems. Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Protocol in conjunction with Registrar's systems as related to the access to and use of the Registry System. Registrar agrees that in the event of significant degradation of the Registry System or other emergency, Registry may, in its sole discretion, suspend Registrar's access to the Registry System.

2.9. Registrar Agreement with Registrants. Registrar shall require each of its Registrants to agree to be bound by each of the following with respect to each Registered Name:

2.9.1. Registrant shall comply with all Registry Policies, and all other standards, policies, procedures, and practices which the Montenegrin government requires Registry to implement in accordance with the Registry Agreement or otherwise;

2.9.2. Registrant shall comply with all operational standards, policies, procedures, and practices for the Registry System established from time to time by Registry.

2.9.3. Registrant shall consent to the use, copying, distribution, publication, modification and other processing of Registrant's personal data by Registry and its designees and agents in a manner consistent with the purposes of this Agreement;

2.9.4. Registrant shall submit to proceedings commenced under any dispute policy implemented by Registry, including without limitation, the Domain Name Dispute Resolution Policy ("DRP") referenced on the Registry website at www.domain.me/DRP;

2.9.5. Registrant shall immediately correct and update the registration information for each Registered Name during the registration term for such Registered Name;

2.9.6. Registrant shall agree to be bound by the terms and conditions of the initial launch and general operation of the TLD, including without limitation the Sunrise and the Land Rush periods, and the corresponding dispute resolution policies, and shall acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise or the Land Rush periods, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute procedures; and

2.9.7. Registrant shall acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its sole discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees; (4) for violations of the any policies, terms or conditions established by Registry, including, without limitation, the Registry Policies or (5) to correct mistakes made by Registry or any registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute proceeding.

2.9.8. Registrant shall submit to proceedings commenced under other dispute policies as set forth by Registry from time to time, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the Registry System for the TLD.

2.9.9. Registrar shall require each Registrant of a domain name in the TLD to indemnify, defend and hold harmless Registry, its owners, subsidiaries, affiliates, subcontractors

and agents, and the respective directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to such Registrant's domain name registration or the use of any domain names registered in the TLD by or on behalf of such Registrant.

2.10. Prohibited Conduct. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used for (i) the transmission of unsolicited e-mail to entities other than Registrar's Registrants; (ii) high volume, automated, electronic processes that apply to Registry for large numbers of domain names; or (iii) high volume, automated, electronic, repetitive queries for the purpose of extracting data.

2.11. Time. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the time shown in Registry' records shall control.

2.12. Rights in Data. Registrar shall not be entitled to claim any intellectual property rights in data supplied to the Registry System.

2.13. Insurance Requirements. Registrar shall acquire, on or before the Effective Date, at least 100.000 Euros in comprehensive general liability insurance from a reputable insurance provider with a rating acceptable to Registry in its sole discretion and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Registry Operator's reasonable request. Such insurance shall entitle doMEn to seek compensation under such policy on behalf of doMEn, its owners and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

2.14. Auction Platform. Registry will provide Registrar with access to an auction platform where Sunrise and Landrush auctions for .me tld domain names will be conducted. Registrar agrees to comply with the policies, terms, conditions, restrictions and requirements for use of such auction platform, located at www.domain.me/auction_policies (the "Auction Policies"). Registrar acknowledges and agrees that Registry may, in its sole discretion, modify, revise or amend any of such Auction Policies at any time, and from time to time, during the Term upon notice to Registrar. Registrar agrees that, by continuing to access the auction platform after any such modification, revision or amendment to any Auction Policy becomes effective, Registrar shall be deemed to have agreed to such modification, revision or amendment. Registrar agrees that if it does not desire to agree to any such modification, revision or amendment, it may terminate its use of the auction platform.

3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, Registry hereby grants Registrar a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product to facilitate domain name registration services in the TLD only and for no other purpose.

3.2. Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the written consent of Registry, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registrar business, or (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product. In no event shall Registrar use or permit use of the Licensed Product in violation of any national, regional, federal, state or local rule, regulation or law, or order of a court of competent jurisdiction, or for any unlawful purpose.

3.3. Changes to Licensed Materials. Registry may from time to time make modifications to the Licensed Product licensed hereunder. Registry will, to the extent reasonably practicable, provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the Licensed Product.

4. SUPPORT AND TECHNICAL SERVICES

4.1. Technical Support. During the Term of this Agreement, Registry agrees to provide Registrar with reasonable technical telephone and e-mail support to address engineering issues arising in connection with the System. Such support shall be provided in the English language during Registry's scheduled Technical Support hours.

4.2. Customer Service Support. During the Term of this Agreement, Registry agrees to provide Registrar with reasonable telephone and e-mail customer service support to address non-technical issues relating to the System and its operation. Such support shall be provided in the English language during Registry' scheduled Customer Service hours.

4.3. No Support for Registrants. In no event shall Registry be obligated to provide support for Registrants.

5. FEES

5.1. Registration Fees. During the Term, Registrar agrees to pay Registry the fees set forth on and in accordance with the service and fee schedule published in Registry's "Online Service and Fee Schedule". Subject to any applicable grace periods, such fees shall be non-refundable unless otherwise expressly set forth on the Online Service and Fee Schedule. All fees are due immediately upon the applicable Registry System transaction, or provision of other services by Registry, pursuant to a deposit account or other acceptable credit terms approved by Registry. All payments shall be made in Euros, and all taxes, duties, fees and other governmental charges of any kind (excluding taxes based on the net income of Registry) shall be borne by Registrar and shall not be considered a part of, a deduction from, or an offset against the fees due to Registry. Registry may, in its sole discretion, modify the Online Service and Fee Schedule from time to time to accommodate new pricing or the addition, elimination and/or modification of services. Registrar agrees that the most recent version of the Online Service and Fee Schedule, when published, shall supersede all previous versions thereof as of the published effective date thereof (the "Schedule Effective Date"). Such Schedule Effective Date shall be at least 30 days after the publication date. Registrar agrees that it shall be bound by any new version of the Online Service and Fee Schedule as of the Schedule Effective Date; provided, however, that if

Registrar does not wish to be bound thereby, Registrar may terminate this Agreement by notifying Registry in writing no later than the Schedule Effective Date.

5.2. Non-Payment of Fees. Timely payment of fees owed to Registry hereunder is a material condition of performance under this Agreement. If at any time during the term hereof Registrar's deposit account balance is fully depleted, or if Registrar breaches the conditions of any credit terms agreed to by Registry, Registry may (i) stop accepting new registrations from Registrar, (ii) delete the domain names associated with any invoices not paid in full from the Registry System database, and/or (iii) suspend Registrar's access to the Registry System.

6. TERM OF AGREEMENT AND TERMINATION.

6.1 Term of the Agreement. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until terminated by either Party in accordance with the terms of this Agreement.

6.2 Termination For Cause. In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

6.3 Termination Upon Termination of Agreement with Registry. This Agreement shall terminate immediately in the event the Registry's authorization by the Government of Montenegro to operate the registry for the TLD is terminated.

6.4 Termination in the Event of Bankruptcy. Either Party may terminate this Agreement if the other Party is adjudged bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business, and such proceedings are not dismissed within thirty (30) days of commencement.

6.5 Termination for Convenience. Either Party may terminate this Agreement in its entirety for convenience upon not less than 90 days prior written notice to the other Party.

6.6 New Agreement. In the event that, at any time during the Term of this Agreement, revisions to Registry's form of Registry-Registrar Agreement are implemented by Registry, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry. In the event that Registry does not receive such executed amendment or notice of termination from Registrar within such fifteen-day period, Registrar shall be deemed to have terminated this Agreement effective immediately at the end of such fifteen-day period.

6.7 Effect of Termination. Immediately upon any expiration or termination of this Agreement, Registrar agrees, and hereby authorizes Registry to take all actions required, to (i) transfer its sponsorship of domain name registrations to another licensed registrar, in

compliance with any procedures established or approved by Registry, and (ii) either return to Registry or certify to Registry the destruction of all Licensed Products, data, software and documentation it has received under this Agreement.

6.8 Registrant Notification. In the event of breach or termination of this agreement, Registry reserves the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of Registered Names to other accredited registrars.

6.9 Survival. In the event of termination of this Agreement for any reason, the following Sections shall survive: 2, 5, 6.7, 6.8, 6.9, 7, 8, 9 and 10. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement, except to the extent excluded in this Agreement.

7. LIMITATION OF LIABILITY.

EXCEPT AS SET FORTH IN THIS AGREEMENT, REGISTRAR AGREES THAT NEITHER REGISTRY OR ANY OF ITS OWNERS, SUBSIDIARIES OR AFFILIATES WILL BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF ANY DOMAIN NAMES IN THE TLD, (b) INTERRUPTION OF BUSINESS, (c) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE REGISTRY SYSTEM, (d) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (e) EVENTS BEYOND THE REASONABLE CONTROL OF REGISTRY OR ANY OF ITS OWNERS, SUBSIDIARIES OR AFFILIATES. IN NO EVENT WILL REGISTRY OR ANY OF ITS OWNERS, SUBSIDIARIES OR AFFILIATES BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF REGISTRY OR ANY OF ITS OWNERS, SUBSIDIARIES OR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF REGISTRY, ITS OWNERS, SUBSIDIARIES AND AFFILIATES EXCEED THE TOTAL FEES PAID BY REGISTRAR HEREUNDER DURING THE SIXTY (60) DAY PERIOD THAT IMMEDIATELY PRECEDES THE ACT THAT GAVE RISE TO SUCH LIABILITY.

8. REPRESENTATIONS AND WARRANTIES

8.1 Registrar. Registrar represents and warrants that: (1) it is a legal entity duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, (2) it has all requisite legal power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

8.2 Registry. Registry represents and warrants that: (1) it is a legal entity duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, (2) it has all requisite legal power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Registry, and (4) no further approval, authorization or consent of

any governmental or regulatory authority is required to be obtained or made by Registry in order for it to enter into and perform its obligations under this Agreement.

8.3 Disclaimer of Warranties. The LICENSED PRODUCT AND ACCESS TO THE REGISTRY SYSTEM IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRY SYSTEM WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRY SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRY SYSTEM WILL BE CORRECTED. FURTHERMORE, REGISTRY DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE REGISTRY SYSTEM OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRY SYSTEM PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

9. INDEMNIFICATION.

Registrar, at its own expense will indemnify, defend and hold harmless Registry and each of its owners subsidiaries, affiliates, subcontractors and agents, and the respective employees, directors, officers, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against such party based on or arising from any claim or alleged claim (i) arising from any breach by Registrar or any of Registrar's representations, warranties, covenants or obligations under this Agreement, (ii) relating to any product or service of Registrar; (ii) relating to any Registrant's domain name registration or the use of any domain names registered in the TLD by or on behalf of such Registrant, (iii) relating to any agreement between Registrar and a Registrant; or (iv) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, verification of domain name restrictions process, systems and other processes, fees charged, billing practices and customer service.

10. MISCELLANEOUS.

10.1. Third Party Beneficiaries; Relationship of The Parties. This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registrant, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

10.2. Force Majeure. Registry shall not be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, general work stoppage, governmental acts or directives, war, riot or civil commotion or any other cause beyond the reasonable control of Registry.

10.3. Further Assurances. Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other

actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

10.4. Amendment in Writing. Except as otherwise provided herein, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties.

10.5. Dispute Resolution; Choice of Law; Venue. This Agreement is to be construed in accordance with and governed by the internal laws of Montenegro without giving effect to any choice of law rules. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any court located in Montenegro. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of court located in Podgorica, Montenegro in connection with any such legal proceeding.

10.6. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, or by e-mail during business hours) to the address set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

if to Registrar:

e-mail: _____

with a copy to:

e-mail: _____

if to Registry:

doMEn d.o.o.
Džordža Vašingtona bb.,
Zgrada tehničkih fakulteta
81000 Podgorica
Montenegro
e-mail: legal@domain.me

with a copy to:

Advokatska kancelarija Nikola Martinovic
(Law office Nikola Martinovic)
Jovana Tomasevica 13
Podgorica, 81000
Montenegro
e-mail: nikola@domain.me

10.7. Assignment/Sublicense. The provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement, in whole or in part, to any third person without the prior written consent of Registry.

10.8. Confidential Information. Registrar agrees and acknowledges that the terms and conditions of this Agreement are the confidential and proprietary information of Registry (“Confidential Information”). Accordingly, Registrar agrees that, during the Term of this Agreement and thereafter, Registrar shall restrict disclosure of such Confidential Information to its employees, consultants or contractors with a need to know (and only to such persons that are bound to maintain the confidentiality of the Confidential Information) and not disclose such Confidential Information to any other party without prior written approval of Registry. Registrar shall be liable for breaches of this clause by such employees, consultants and contractors. Notwithstanding the foregoing, it shall not be a breach of this Agreement for Registrar to disclose Confidential Information if required to by law or in a judicial or other governmental investigation proceeding, provided that Registry has been given prior notice.

10.9. Press Releases; Public Statements; Disclosure of Terms. Except for such disclosures as are required by law, no public announcements or other public statements (including in any press conference, trade publication, marketing materials or otherwise), and no disclosure to any third party with respect to the existence, subject matter and/or terms of this Agreement shall be made by Registrar without the prior written approval of Registry.

10.10. Delays or Omissions; Waivers. No failure on the part of Registry to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of Registry in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Registry shall not be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.11. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

doMEn d.o.o

[Registrar]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____