

Appendix Trademark Service of the Agreement

Trademark Clearinghouse Agency Agreement

KS („Agent“) is a registered agent of the trademark clearinghouse (the “**Trademark Clearinghouse**”) established by the Internet Corporation of Assigned Names and Numbers („ICANN“) as one of the rights protection mechanisms established by ICANN for the New generic Top-Level Domain Program (“**New gTLD Program**”).

Customer is a trademark holder eligible to apply for entry of his trademarks into the Trademark Clearinghouse or represents such trademark holders. Customer has independently informed himself about the functions of the Trademark Clearinghouse.

The customer will be submitting one or more eligible Trademark Records (as defined below) to agent for inclusion in the Trademark Clearinghouse pursuant to the terms of this agreement as well as the terms of the Trademark Clearinghouse. This agreement is subject to the general terms and conditions of Agent as well as the agreement this agreement supplements.

By accepting this agreement, Customer acknowledges to have reviewed and agreed to the following documents, which are incorporated into this agreement by reference:

- This agreement
- The general Terms and Conditions of the Agent, available on Agents website
- The Fee Schedule, as attached hereto or modified from time to time
- The Trademark Clearinghouse Guidelines, available on the TMCH website
- The Dispute Resolution Procedures, available on the TMCH website

A. Definitions

Activation (or Activated): A Trademark Record is activated when Trademark Clearinghouse Operator has determined that a Trademark Record meets the Eligibility Requirements as stated in the Trademark Clearinghouse Guidelines (i.e. a “verified” status in the Clearinghouse User Interface).

Database Provider: The party appointed by ICANN to operate and manage the central database for storage of Trademark Records that have achieved Activation.

Deactivated: A Trademark Record is deactivated when (i) a Trademark Record has not been renewed, (ii) when documentary evidence that has been requested by Trademark Clearinghouse Operator in connection with the Verification Services has not been provided in the time periods specified in the Trademark Clearinghouse Guidelines, or (iii) a Trademark Record has been successfully disputed under the Dispute Resolution Procedures.

Trademark Clearinghouse Operator: Deloitte Enterprise Risk Services (a department of Deloitte Bedrijfsrevisoren BV ovve CVBA) or any Deloitte entity or subcontractor that is providing the Verification Services.

Eligibility Requirements: The requirements specified by ICANN from time to time that a Trademark Record must satisfy in order to be accepted into the Trademark Clearinghouse as an Activated Trademark Record, as described in the Trademark Clearinghouse

Guidelines.

Fee Schedule: The Fee Schedule attached hereto describes the various options and associated fees for submitting a Trademark Record to Agent.

ICANN: The Internet Corporation for Assigned Names and Numbers, a California public-benefit non-profit corporation.

Invalid: A Trademark Record is deemed invalid when Trademark Clearinghouse Operator determines that the Trademark Record does not meet the Eligibility Requirements.

Notification of Registered Name (NORN): Notifications sent by Trademark Clearinghouse Operator to Agent during a Sunrise Period or Trademark Claims Period that a domain name has been registered that matches labels for one of Customers' Trademark Records.

SMD File: If Customer elects to participate through Agent either for himself or on behalf of a Trademark Holder in Sunrise Periods and the Trademark Record meets the requirements related thereto specified in the Trademark Clearinghouse Guidelines, the file that is generated once such Trademark Record is Activated. The SMD File allows Agent to register labels related to the Trademark Record within a top-level domain during a Sunrise Period as long as the registry's policies are complied with.

Sunrise Period: Period of time during which a registry accepts domain name registrations prior to domain registrations becoming generally available.

TMCH Website: www.trademark-clearinghouse.com, or any successor website.

Trademark Claims Period: Period of time following the opening of a top-level domain for general domain name registration during which Trademark Holders are entitled to receive NORNs.

Trademark Clearinghouse Guidelines: The Trademark Clearinghouse Guidelines provide an overview of the Eligibility Requirements and the requirements to obtain an SMD File so as to be able to participate in Sunrise Periods, which stipulate what type of Trademark Records may be accepted for Activation in the Trademark Clearinghouse.

Trademark Holder: Owner, licensee or assignee of a trademark or other mark submitted to Agent for processing to the Trademark Clearinghouse Operator.

Trademark Record: A complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

Verification Services: Each Trademark Record will be verified by the TMCH operator to check that the information provided is accurate and correct and meets the Trademark Clearinghouse Guidelines.

B. Representations, Warranties and Covenants of the Customer

As of the date of this agreement and throughout the duration of this agreement, Customer represents and warrants the following:

1. Customer either is the Trademark Holder or Customer has obtained an authorization from all Trademark Holders that he is acting on behalf of that states that:
 - a. Customer is authorized to submit Trademark Records for or as Trademark Holder to Agent for inclusion in the Trademark Clearinghouse;
 - b. The Trademark Holder acknowledges that, upon Activation, the Trademark Record may be transferred to the Database Operator in order to obtain

NORNs;

- c. Customer grants Agent the right to download and use the Trademark Holder's SMD Files if necessary for the performance of the Agents function;
- d. Customer understands and will inform Trademark Holder that he will be responsible for receiving from Agent and/or Trademark Clearinghouse and, if applicable, distributing to Trademark Holders their NORNs and that Customer is responsible for any selections made in the User Interface or or forms that could result in the Trademark Holder not receiving a NORN (i.e. opting to not receive NORNs for a certain label for a Trademark Record);
- e. Customer and will inform Trademark Holder understands that the Trademark Holder's Trademark Record may not be transferred to another Trademark Agent or other third party;
- f. Customer ensures that Agent is given authority to grant the Mandatory Licenses (as defined below) for such Trademark Holder and that such Mandatory Licenses will be binding on the Trademark Holder; Clearinghouse Validation Terms and Conditions for Trademark Agents
- g. Customer and Trademark Holder have authorized Agent to act on the Trademark Holder's behalf with respect to the Dispute Resolution Procedures; and
- h. Customer and Trademark Holder have authorized Agent to perform any other obligation under this Agreement.

A copy of such authorization must be provided to Agent upon request.

2. Customer will provide the name of the Trademark Holders that Customer is acting on behalf of and their contact information, including e-mail address and will at all times keep such information up to date. Customer acknowledges that Trademark Clearinghouse Operator may, from time to time and at its sole expense, verify whether the Trademark Holders' contact information provided is correct, accurate and reliable, in which case Customer will be notified with reasonable notice. Customer will ensure that Trademark Holders cooperate with Trademark Clearinghouse Operator and Agent in this verification.
3. Following the submission of a Trademark Record, Agent will upon receipt from Trademark Clearinghouse Operator provide Customer with all information relating to such Trademark Record until the earlier of (a) the expiration of the selected Trademark's registration period (as renewed), (b) the Trademark Record is deemed Invalid, or (c) the date such Trademark Record is Deactivated. Customer is obliged to forward this information to its Trademark Holders.
4. Customer will only use the services or functionalities provided under this Agreement for their intended purposes.
5. Customer agrees that Agent will only interact with Customer and not directly or indirectly with any of the Trademark Holders Customer represents. Notwithstanding the above, Agent may directly interact with Customers Trademark Holders in situations where Customer has no power to act for the Trademark Holder or in the event that Agent have suspended Customers account. It will be the responsibility of Customer to notify Agent if any of its Trademark Holders want to withdraw their authorization for Customer or Agent to represent them.
6. Customer agrees that Customer will remain ultimately responsible for any of its employees, agents, customers or subcontractors that use or have access to its account.

7. Customer will not transfer, in any form or by any means, a Trademark Holder's Trademark Record to another Trademark Agent or other third party except as contemplated by this agreement. If either Customer or its Trademark Holders wish to transfer a Trademark Record to such Trademark Holder, Customer must contact Agent, and Agent will assist customer in making such transfer, subject to reasonable conditions to such transfer that Agent may require.
8. Customer will inform all Trademark Holders of all privacy practices as detailed in the privacy notice found on the Website of the Trademark Clearinghouse and detailed herein.

C. Submitting a Trademark Record

1. Customer will comply with this agreement, the Trademark Clearinghouse Guidelines, the Fee Schedule and the Dispute Resolution Procedures in force at any particular time. Agent will notify Customer of any change to either this agreement, the Trademark Clearinghouse Guidelines, the Fee Schedule or the Dispute Resolution Procedures at least three (3) calendar days prior to such changes becoming effective.
2. Customer will not submit a Trademark Record when Customer has reason to believe that any of the following apply or could apply:
 - a. Some or all information provided is false, deceptive, misleading, inaccurate or incomplete;
 - b. Customer does not have the right to submit such information to Agent or the Trademark Clearinghouse; or
 - c. Customer does not have the necessary funds in its pre-payment account to submit the Trademark Record.
3. Customer agrees that, to the best of its knowledge, any and all information submitted to Agent will be accurate and correct and that in the event any changes occur during the term of this Agreement or the term of a registration of a Trademark Record Customer will promptly notify agent of such change. In the event of a change request to a Trademark Record, such as a change to (a) the name of the mark or Trademark Holder, (b) the status of the Trademark Holder, (c) the jurisdiction or country of protection for the mark, (e) the classes of goods and services for the mark, (f) the description of goods and services for the mark, or (g) a court order, statute or treaty that affects any of the foregoing (a)-(f), such change may be considered a new Trademark Record and Customer may be charged a fee for any Verification Services that may be needed. Notwithstanding the above, changes to contact information, such as a change of address, will be free of charge. However, please note that a new SMD File will be generated following each change of information and the prior SMD File for such Trademark Record will be revoked.

D. License

1. Customer, on behalf of Customer and each Trademark Holder served by Customer, grants Agent, the Trademark Clearinghouse Operator, ICANN, the Database Provider and any of such parties' successors or assigns a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any data submitted by Customer, including but not limited to Trademark Records, for the purposes of the Trademark Clearinghouse and this Agreement (a "**Mandatory**

License”). The Mandatory License automatically terminates for the period in which a Trademark Record has been Deactivated or upon the termination of this Agreement. For the avoidance of doubt, Customer understands that the Mandatory License is necessary to receive NORNs. Agent will not, nor will any other party that has received rights under a Mandatory License, access or use the information provided in a Mandatory License for purposes other than those stated in this Agreement.

2. Agent grants Customer a limited, personal, non-commercial, non-exclusive, non-sub-licensable, non-assignable license to access and use the Clearinghouse through the interfaces provided by Agent, provided such access or use will not be used for purposes other than those stated in this Agreement.

E. Payment

1. No fee will be charged for entering into this agreement.
2. Submissions of a Trademark Record to Agent will only be processed if the prepaid account of Customer has sufficient funds. Upon submission of a Trademark Record, Customers' prepaid account will be charged for each such Trademark Record in accordance to the Fee Schedule attached hereto.

F. Term and Termination

1. This Agreement shall be effective from the moment of acceptance by both Parties and shall continue in full force and effect until terminated.
2. To terminate this Agreement, Customer may do so at any time, provided:
 - a. All Trademark Holders served by Customer are informed of the intent to terminate this Agreement and that they have thirty (30) calendar days to either (i) enter into an agreement with Agent or Trademark Clearinghouse Operator as a Trademark Holder or (ii) have their Trademark Record Deactivated from the Trademark Clearinghouse upon termination of this Agreement;
 - b. Customer certifies in writing to have provided all Trademark Holders served by Customer with the notice required in (a) hereof; and
 - c. Thirty (30) calendar days have passed from the date the certification required in subsection (b) hereof.

Customer will be solely responsible for notifying any Trademark Holders whose Trademark Record is Deactivated as a result of the termination of this Agreement, and Customer will be solely responsible for any losses or damages incurred by such Trademark Holders, including reimbursement of fees, as well as for any losses or damages resulting from Customers failure to properly provide the notice required in subsection (a) hereof.

3. In the event that all Trademark Records that submitted by Customer have either (a) been Deactivated, (b) been transferred to the Trademark Holder, or (c) been deemed Invalid, Customer may terminate this Agreement, provided, however, that such termination will not be deemed effective until the accuracy of the foregoing (a)-(c) is confirmed by Agent.
4. This Agreement may be terminated by Agent if, for a period of thirty (30) consecutive calendar days, Customer has (a) no Activated Trademark Records, and (b) has not submitted any Trademark Records that have not yet been deemed either Activated

or Invalid (i.e. that have been submitted and are pending review).

5. Agent may terminate this Agreement if Customer is in material breach of this Agreement, which breach has not been remedied within thirty (30) calendar days from receipt of a written notice.
6. If Customer does not comply with any of the obligations contained in this Agreement Agent and/or Trademark Clearinghouse Operator may suspend any account of Customer with immediate effect. Customer will be notified of this suspension as well as the reason for the suspension and steps to take to be reinstated. It will be the responsibility of Customer to notify all Trademark Holders served by Customer of the suspension and Customer will be solely responsible for any losses or damages incurred by such Trademark Holders resulting from the suspension.

G. Representation and Warranties of Agent

We represent and warrant that:

1. Agent is operating under a valid agreement with the Trademark Clearinghouse as an authorized Agent of the Trademark Clearinghouse. The Trademark Clearinghouse Operator is party to an agreement with ICANN, that allows it to permit Agent to enter into this Agreement and provide the services set forth herein.
2. All Trademark Records properly submitted to Agent in the permitted form and format Interface will be forwarded to the Trademark Clearinghouse for further handling, verification and recording.
3. In the event that a Trademark Record is recorded with the Trademark Clearinghouse for a period longer than one year, the Trademark Record will be re-verified by the Trademark Clearinghouse on an annual basis for the duration of the recording of the Trademark Record at no additional charge at the time of the re-verification.
4. Agent will inform Customer of the reason provided by the Trademark Clearinghouse to why a Trademark Record cannot be verified or is deemed Invalid if such a determination is made.
5. If Customer elects to participate in Sunrise Periods and the applicable Trademark Record meets the requirements related thereto specified in the Trademark Clearinghouse Guidelines, a SMD File will be generated by the Trademark Clearinghouse operator for each Trademark Record, which Agent will provide to Customer.
6. If eligible, upon receipt of a NORN from the Database Provider of the Trademark Clearinghouse for a label linked to a Trademark Record belonging to one of Customers' Trademark Holders, Agent will promptly forward such NORN to Customer. Customer will be responsible for notifying the applicable Trademark Holder.
7. Subject to Article H, the User Interface and entry forms have been designed and developed in a professional manner based on the specifications provided by the Trademark Clearinghouse and shall operate in conformity with such specifications.

H. Limitation of Liability

1. Unless stated otherwise herein, neither Customer, Agent, CHIP, Deloitte, ICANN nor the Database Provider or any of their successors or assigns shall be liable to the

other for any direct or indirect, special, incidental, punitive or consequential damages, including but not limited to loss of business opportunity, business interruption, loss of profits or costs of procurement of substitute goods or services, arising out of or relating to the Trademark Clearinghouse, under any theory of liability and whether or not Customer or any such third party has been advised of the possibility of such damages.

2. Except for the express warranties stated herein, the User Interface and Upload forms are provided on an “as is” and an “as available” basis, and Agent disclaims any and all other warranties, conditions, or representations (express, implied, oral or written) relating to the Trademark Clearinghouse or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Agent makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, or other such computer program. Agent further expressly disclaims any warranty or representation to Customer, or to any third party. Customer will hold Agent, CHIP, Deloitte, ICANN and the Database Provider and their successors and assigns harmless against any and all claims of any kind whatsoever and any damages, interests, settlements or costs of any investigation, litigation or settlement (including any reasonable attorney’s fees or other legal fees) that may arise or result from (a) Customer’s breach of this Agreement (b) any incorrect or fraudulent use by Customer of the Trademark Clearinghouse, (c) allegations of intellectual property infringement from third parties, or (d) incorrect or outdated information submitted by Customer and maintained in the Trademark Clearinghouse.

I. Intellectual Property Rights

The Parties acknowledge that the information provided in the Trademark Records are predominantly comprised of information owned or provided by Trademark Holders and information that is in the public domain (e.g. trademark registration numbers) and that any rights in the underlying trademarks remain solely held by the applicable Trademark Holder. Agent represents and warrants that it will not disclose or use any Trademark Record information for any purpose other than providing the services contemplated by this Agreement or as required by law. Customer agrees that, even following the termination of this Agreement and the corresponding termination of the Mandatory License, copies of all information provided to Agent by Customer under this Agreement may be retained by Trademark Clearinghouse Operator and Agent.

J. Data Privacy & Personal Data

1. “**Personal Data**” refers to data provided by Customer to Agent about any identified or identifiable natural person, or as otherwise specified by applicable law.
2. The Parties acknowledge that, in the context of the services contemplated by this Agreement, Personal Data will be exchanged by and between the Parties, the Trademark Clearinghouse Operator, the Database Provider, ICANN, registries, registrars and domain name registrants.
3. The Parties agree that any Personal Data sent by Customer and received and processed by Agent in the context of the Trademark Clearinghouse will be treated in accordance with applicable privacy laws and regulations and Agent undertakes to take all appropriate organizational and technical measures to ensure such compliance. Agent shall only collect, process and share (a) such Personal Data

which is necessary for the purpose of giving Customer access to the Trademark Clearinghouse, (b) any Personal Data related to a Trademark Record, (c) any Personal Data necessary to allow Customer to use the Trademark Clearinghouse, (d) any Personal Data necessary to allow Customer and Agent to manage Customers account, (e) any Personal Data that is necessary to allow Trademark Clearinghouse Operator to perform the Verification Services, (f) any Personal Data that is necessary to allow the Database Provider to provide NORNs, (g) any Personal Data that is necessary to allow registries and registrars to provide notices to prospective domain name registrants that the domain name that the prospective domain name registrant has requested matches a Trademark Record during a Sunrise Period or Trademark Claims Period, and (h) any Personal Data that is necessary to allow ICANN to maintain the continuation of the Trademark Clearinghouse. Agent will not process Personal Data in a way inconsistent with the above-mentioned purposes. Customer, on behalf of itself and the Trademark Holders services by Customer, acknowledge and consent to the transfer of Personal Data provided by Customer to Agent Trademark Clearinghouse Operator, ICANN, the Database Provider, registries, registrars, domain name registrants and their respective subcontractors and affiliates for the performance of services contemplated by this Agreement, including transfers of such Personal Data in connection with the inclusion of Trademark Records in the database operated by the Database Provider. If Customer does not provide the minimally required Personal Data and does not consent to the transfer of such data, Agent may not be able to perform all services contemplated hereunder.

4. Customers information provided to Agent will be handled in accordance with this Agreement. By providing Agent with Personal Data, Customer may be transferring Personal Data to Agent, Trademark Clearinghouse Operator, ICANN, the Database Provider, registries, registrars, domain name registrants and respective subcontractors and affiliates in another jurisdiction that may not have the same level of data protection as Customers jurisdiction. However, Customer agrees and consents to such collection, transfer, and processing of Personal Data in accordance with this Agreement. Customer is solely responsible for compliance with any data protection or privacy obligations in its jurisdiction when using the accesses to the Trademark Clearinghouse provided by Agent or providing Agent with Personal Data. Regardless of where information is transferred, Agent still protect said information in the manner described in the Privacy Notice.
5. Agent shall make appropriate arrangements with its employees, directors, agents, subcontractors and any other individuals acting on its behalf in order to guarantee that any person who will have access to such information shall be obliged to abide by the applicable rules on data protection.

K. Notifications

1. All communication between the Parties will, to the extent possible and except as otherwise agreed upon between the Parties, be organized in an electronic manner.
2. It is not possible, however, to guarantee that transmitting data electronically is totally secure, virus-free or without error and, hence, such transmissions may be intercepted, tampered with, lost, destroyed, delayed or rendered unusable. The Parties hereby recognize that no systems or procedures can wholly mitigate such risks.
3. The Parties hereby confirm that they accept these risks, duly authorize the use of

electronic communications and agree to use commercially reasonable means to detect the more widely known viruses prior to sending information by electronic means. Each party shall be responsible for the protection of its own systems and interests in respect of electronic communications, and neither party shall be held liable in any manner or form, whether on a contractual, criminal (including negligence) or any other basis, for any loss, error or omission resulting from or relating to the use of electronic communications between the parties.

L. Dispute Resolution

In the event a dispute arises between Customer and the Trademark Clearinghouse Operator out of or relating to the Verification Services provided by the Trademark Clearinghouse Operator or its agents, such dispute shall be handled in accordance with the Dispute Resolution Procedures made available on the TMCH Website.

M. Severability

Should any provision of this Agreement be invalid, unenforceable, void or otherwise ineffective, the rest of this Agreement will remain valid. The parties will then interpret and modify this Agreement so as to achieve as far as possible the sense and purpose of the parts held to be invalid, unenforceable, void or ineffective.

N. Miscellaneous

1. This Agreement may not be assigned by Customer for any reason without prior written consent of Agent. Agent may assign all of rights and obligations under this Agreement at any time to an entity specified by Agent without consent of Customer.
2. The headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
3. The English language version of this Agreement is the only official version. If this Agreement is translated into any other languages, such translation shall only be for the convenience of Customer, it being agreed that the English language version of this Agreement is the authentic version, the interpretation of which shall prevail.
4. This Agreement may not be modified or amended other than by a written amendment in signed by both Parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, at law or in equity, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Except for Agent, Trademark Clearinghouse Operator, ICANN and the Database Provider, no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Appendix to Trademark Clearinghouse Agency Agreement:**FEE SCHEDULE**

For each submission of a Trademark Record and for each renewal of a Trademark Record registration with the TMCH a fee is charged:

- 175.00 EUR / 208.25 EUR incl. VAT annual registration

Important notices:

All submission and/or renewal fees will be automatically deducted from Customers' prepaid account at the time of the application. The fee applies regardless of whether the application of the Trademark Record to the TMCH succeeds or is rejected. Agent cannot adjust or refund application fees that have already been invoiced and/or charged.