

Supplemental Registry Agreement for Certain TLDs

This Supplemental Registry Agreement supplements the Domain Name Registration Agreement between you, on the one hand, and BRANDNAMES.COM SARL a company incorporated under the laws of Switzerland (“the Company”), on the other hand, with respect to the registration by you of the: .forex, .broker, .trading and any other domain names provided at any time by the Company (“TLD Services”)

Your registration of a certain Top Level Domain (TLD) is subject to policies and service agreements established or revised from time to time by the registry (or operator of such registry) for such new TLD Name in its capacity as the registry for the respective TLD. Each respective new TLD Registry's current policies, terms and conditions, service agreements and any Registrant obligations as may be included in any of TLD Registry's Legal Agreements (hereinafter "Registry Policies") are available for you to review at each new TLD Registry respective website. For example, the registry policy for .forex can be found at <http://nic.forex/registry-policies-rra/>, the registry policy for .trading can be found at <http://nic.trading/registry-policies/> the registry policy for .broker can be found at <http://nic.broker/registry-policies-rra/> and so on. You agree to be bound by and comply with the applicable Registry Policies, including amendments and modifications thereto, with respect to your new TLD.

Name registration.

You acknowledge and agree that you have reviewed and satisfied yourself as to the obligations and conditions contained in the applicable Registry Policies. Such Registry Policies shall not alter the terms and conditions of the Company's Legal Agreements as same are uploaded in Company's website Legal section. To the extent there is a conflict between the Registry Policies and the terms of Company's Legal Agreements, the terms of the Company's Legal Agreements shall prevail. You agree that the TLD Registry has the right to enforce the Registry Policies.

Submission of TLD Orders.

Subject to the terms hereof and the applicable Registry Policies, you may, through the use of the Company TLD Services or such other means as the Company may designate in writing, place orders for the Company TLD Services. Such orders shall be submitted in the form and manner prescribed by the Company. By submitting an order for any TLD Services, You represent and warrant to the Company that the order is consistent with the Registry Policies for the applicable TLD Registry. You expressly authorize the Company to bind you to all terms and conditions in any corresponding registry or registrar for the TLD Services provided pursuant to this Agreement. Furthermore, you acknowledge and agree that in certain specific instances a specific TLD Registry may require direct contact with you or through the Company or a third party provider of the TLD Services.

Compliance with Registrar and Registry Policies.

You are solely responsible for ascertaining the contents of any Registry Policies, whether reflected in this Agreement or not, and any amendments or modifications thereto. You represent and warrant that any order you submit for TLD Services is compliant with the applicable Registry Policies. You further represent and warrant that any information provided by or through you to the Company in connection with the TLD Services is accurate and complete, and (if requested) to be submitted in the form required by the applicable TLD Registry. You also agree that you have a continuing obligation to periodically monitor such Registry Policies for any changes.

Acknowledgment and Agreement of Registry Policies, Terms, Rules.

You acknowledge to having read and understood and agree to be bound by the terms and conditions of all of the policies, terms or rules that are posted or referred to on the applicable Registry website. You also agree to comply with any and all current Registry Policies posted at the time of pre-registration and registration, but also future Registry Policies. You agree that, by maintaining any service related to your pre-registration or registration request (which may include the ultimate registration of a domain name) after such posting of any new or amended Registry Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new Registry Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with the Company.

Provisions Specific To .FOREX, .TRADING, .BROKER Registrations

Registrant is required to:

- i. comply with all applicable laws, rules, policies and/or regulations, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;
- ii. have any necessary authorisations, charters, licences and/or related credentials for their participation in the relevant market;
- iii. report to Company any material changes to the validity of their necessary authorisations, charters, licences and/or related credentials;
- iv. comply with the appropriate regulations and licensing requirements required to continue to conduct their activities in the best interests of the customers they serve;
- v. provide accurate administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business; and
- vi. implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law, rules, policies, and/or regulations as applicable to any Registrants who collect and maintain sensitive health and financial data;
- vii. (within thirty (30) calendar days of our demand) indemnify, defend and hold harmless the Registry (by express reference), Registrar, Resellers and their respective Affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal and administrative fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. Registrant shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

Company reserve right to:

- i. In the event of a transfer of a domain name, Company has the right to withhold registration of the transfer pending Company confirmation that the transferee has

- the authorisations, charters, licences and/or related credentials for their participation in the relevant market;
- ii. prohibit Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and implementing (consistent with applicable law and any related procedures) measures to prevent such activities including suspension of domain name that engage in these activities;

Company is obliged as Registrar to:

- i. enforce all ICANN policies including but not limited to, the requirement to provide accurate Registrant's contact information;
- ii. publish any underlying Registrant's information in WHOIS if the privacy/proxy provider determines that the Registrant has breached its obligation to provide accurate contact information; and
- iii. comply with the ICANN Privacy and Proxy Rules
- iv. publish the Registry's AUP to which each Registrant must agree in order to be registered as a Registrant;