

**DOMAIN NAME REGISTRATION SUPPLEMENTAL AGREEMENT
FOR [DOMAIN NAME]**

THIS DOMAIN NAME REGISTRATION SUPPLEMENTAL AGREEMENT (the “Agreement”) is made as of: _____, 2009 (the “Effective Date”) by and between doMEEn d.o.o., a Montenegrin company with its principal offices located at Dzordza Vasingtona bb, 81000 Podgorica, Montenegro (the “Registry”) and [APPLICANT] a _____ with its principal offices located [ADDRESS] (the “Registrant”), collectively the “Parties” or individually a “Party.”

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

WHEREAS, Registrant is engaged in an online business venture and desires to register and use [DOMAIN NAME] (the “Domain Name”) as the domain name and URL for said venture;

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 Registrant hereby agree as follows:

1. CERTAIN DEFINITIONS

1.1 “Registrar” means a party who has been accredited by Registry to perform domain name registration services for the .ME name space.

1.2 “Registration Agreement” means the agreement entered into between Registrant and Registrar as a condition of domain name registration in the .ME name space.

1.3 “Live Site” means a Web site that resolves over the public Internet, is accessible to the public on port 80 using Internet browsers (e.g. Microsoft Internet Explorer), consists of multiple pages, and whose primary purpose is to deliver content, products, or services developed by Registrant as described in Exhibit C.

2. REGISTRANT’S RIGHTS AND OBLIGATIONS.

2.1 One time fee. Registrant will pay a one-time, non-recurring fee of [AMOUNT] EUR to Registry. Payment will be made by wire transfer using the instructions in Exhibit B, incorporated here by reference. Payment will be made within thirty (30) days of the Effective Date. [REPLACE WITH OR INCLUDE TRAFFIC REQUIREMENT IF APPLICABLE]

2.2 Registration fee. Annual registration fees will apply. Within thirty (30) days of the Effective Date Registrant will inform Registry of its selected Registrar. Registrant agrees that it will pay the selected Registrar’s applicable annual registration fees based on that Registrar’s fee schedule. Registrant agrees that for the purposes of this Agreement the Initial Registration Period will be for three (3) years. Registrant will accept the selected Registrar’s Registration Agreement for the Domain Name, which must contain at a minimum the provisions on Exhibit A and all pertaining specifically to the Registry. Exhibit A is incorporated herein by reference.

2.3 Domain name resolution. Registrant agrees that the Domain Name will resolve to a Live Site within ninety (90) days of the Effective Date.

2.4 Press release. Within fifteen (15) days following activation of the Domain Name's Live Site, both Parties may issue a press release upon approval of the other party, which shall not be unreasonably withheld.

2.5 Registrant rights in the domain name. During the Initial Registration Period, except as provided for in section 2.6, Registrant agrees that it will not sell, license, lease, assign, encumber or otherwise transfer any interest in, cancel or delete the Domain Name without the written permission of the Registry. Registrant shall have all other rights and benefits of registration, subject to the terms of the Registrar's Registration Agreement, including:

- a. Designation of the primary and secondary domain name servers for the Domain Name;
- b. The right to renew the Domain Name registration upon its expiration, subject to the selected Registrar's applicable terms of service, and pricing; and
- c. The right to transfer the Domain Name registration sponsorship to another Registrar, subject to the current and future selected registrar's applicable terms of service, and pricing; and
- d. The right to resolve disputes or claims that arise involving the Domain Name registration, subject to applicable terms of the selected Registrar's registration agreement and terms of service.

Upon completion of the Initial Registration Period, Registrant will have all rights and benefits of registration in regards to the Domain Name including the right to sell, license, lease, assign, encumber or otherwise transfer any interest in, or cancel or delete the Domain Name registration without the prior approval of the Registry.

2.6 Assignment. During the Initial Registration Period Registrant may not assign its rights nor delegate its duties hereunder without the Registry's prior written consent, (other than (i) to a parent company or any wholly-owned subsidiary of such parent company, where the assignee agrees to be bound by all obligations and Registrant guarantees the performance of all obligations or (ii) in connection with a merger or sale of all or substantially all of Registrant's assets or securities) and any purported attempt to do so will be null and void.

3. REGISTRY'S RIGHTS AND OBLIGATIONS.

3.1 Registration of Domain Name. Upon Registrant's (i) confirmation of the selected Registrar, and (ii) confirmation of acceptance of the selected Registrar's Registration Agreement, and (iii) after receipt of the one-time payment set forth in section 2.1, Registry will provide Registrant the Authorization Code for the Domain Name and Registrant will initiate a transfer to the selected Registrar. The selected Registrar's account with Registry will be debited for the then applicable wholesale transfer registration fee for one year and for the wholesale registration fee of a two year extension. The Domain Name's expiration date will be set to three years from the date of transfer.

3.2 Suspension for Non-Compliance. During the Initial Registration Period Registry will periodically check the Live Site for compliance with Section 2.3 of this agreement. If the Live Site is found to be non-compliant Registry will provide notice of breach to Registrant and Registrant will have thirty (30) days to cure such breach as provided for in Section 5.1.

3.3 Retention of rights. Except for the rights and benefits expressly granted in this Agreement, Registry reserves all rights in and to the Domain Name. In the event this Agreement terminates for any reason, or Registrant cancels the Domain Name registration Registry will regain all other rights granted hereunder.

4. CONFIDENTIALITY. The terms of this Agreement will not be disclosed to any third party without the doMEn / [DOMAIN NAME] Supplemental Agreement Page 2 of 7

written agreement of both Parties.

5. TERM AND TERMINATION.

5.1 Term and Termination. The term of this Agreement shall be the Initial Registration Period. The Agreement will be terminable early: (i) by the non-breaching party if either Party materially breaches this Agreement and does not cure such breach within thirty (30) days following written notice thereof from the non-breaching Party; or (ii) by mutual written agreement.

5.2 Effects of Termination. Upon expiration or termination, all rights and obligations granted hereunder shall terminate unless expressly stated as surviving.

5.3 Survival. Sections 1 (“Certain Definitions”); 4 (“Confidentiality”); 5.3 (“Survival”); 6 (“Representations and Warranties”); 7 (“Limitation of Liability”), 8 (“General”), and Exhibit A will survive the expiration or early termination of this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Performance Warranty. Registrant represents and warrants that it has full power and authority to carry out all its obligations expressed in this Agreement.

6.2 Compliance with Laws. At its own expense, Registrant shall comply with all applicable laws, regulations, rules, ordinances and orders regarding the Registrant’s venture, the Domain Name’s Live Site and its performance under this Agreement. Registrant represents and warrants that it has all approval, and has made all filings and registrations, necessary for performance under this Agreement.

6.3 Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, REGISTRY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Registrant acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

7. LIMITATION OF LIABILITY. REGISTRY WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL REGISTRY BE LIABLE TO REGISTRANT IN AN AMOUNT GREATER THAN ONE HUNDRED DOLLARS (\$100). THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

8. General

8.1 Governing 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.

8.2 Independent Contractors. This Agreement does not create, and nothing contained in this Agreement will be deemed to establish a joint venture between the Parties, or the relationship of employer-employee, partners, principal-agent or the like. Further, neither Party will have the power to bind the other without the other’s prior written consent, nor make any representation that it has any such power.

8.3 Severability; Headings. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes.

8.4 Force Majeure. If performance hereunder (other than payment) is interfered with by any condition beyond a Party’s reasonable control, the affected Party will be excused from such performance to the extent of such condition.

8.5 Notice. Notices under this Agreement will be in writing and delivered by personal delivery, overnight courier, facsimile, email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to the addresses set forth above or such other address as specified in writing pursuant to this Section 8.5 (“Notice”).

8.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

8.7 Entire Agreement; Waiver. This Agreement, including all documents referred to herein, sets forth the entire understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties. This Agreement may be changed only by a writing signed by both Parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. In the event of a conflict between this Agreement and any Exhibits attached hereto, the terms in the Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DOMEN D.O.O. (THE “REGISTRY”):

[COMPANY] (THE “REGISTRANT”):

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Registrar Agreement with Registrants

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. Registrant shall comply with all operational standards, policies, procedures, and practices for the Registry System established from time to time by Registry.
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;
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;
5. Registrant shall immediately correct and update the registration information for each Registered Name during the registration term for such Registered Name;
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
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.
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.
9. Registrant shall 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.

EXHIBIT B

Wire Transfer Instructions

EXHIBIT C

Registrant's Description of Use