

DATED

(1) << >>

(2) << >>

DOMAIN NAME ASSIGNMENT

THIS AGREEMENT is made the day of

BETWEEN:

(1) [<<Name of Assignor>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (“the Assignor”) and]

OR

[<<Name of Assignor>> an individual whose address is <<Address>> (“the Assignor”) and]

(2) [<<Name of Assignee>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (“the Assignee”)]

OR

[<<Name of Assignee>> an individual whose address is <<Address>> (“the Assignee”)]

WHEREAS:

- (1) The Assignor currently owns the domain name <<Insert Domain Name>> (the “Domain Name”), having acquired title to it on <<Date>>. The Assignor is the sole legal and beneficial owner of the Domain Name.
- (2) The Domain Name is registered with <<Domain Name Registrar>> (the “Registrar”).
- (3) The Assignee wishes to acquire the Domain Name and the Assignor hereby agrees to transfer and assign the Domain Name to the Assignee under the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day other than Saturday or Sunday that is not a bank or public holiday;

“Commencement Date” means <<Insert date of Agreement>>; and

“Confidential Information” means all business, technical, financial or other information created or exchanged between the Parties in the course of performing their obligations under this Agreement including the existence of this Agreement.

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- 1.2 Unless the context otherwise requires, a reference in this Agreement to:
 - 1.2.1 "writing", and any other form of communication, includes a reference to any communication by electronic or facsimile transmission or other similar means;
 - 1.2.2 a statute or regulation includes a reference to that statute or regulation as amended or in force at the relevant time;
 - 1.2.3 "this Agreement" includes this Agreement and each of the Schedules attached to this Agreement at the relevant time;
 - 1.2.4 a Schedule includes a Schedule to this Agreement;
 - 1.2.5 a Clause or Paragraph includes a reference to a Clause or Paragraph of this Agreement or a Clause or Paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or "parties" includes the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular include the plural and vice versa.
- 1.5 References to any gender include the other gender.

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2. Assignment of Domain Name

- 2.1 The Assignee hereby agrees to purchase from the Assignor [through an escrow service] within << >> Business Days of the Commencement Date the sum of £<< >> (the "Sale Price") for the transfer and assignment of the Domain Name.
- 2.2 Payment of the Sale Price shall be made in accordance with Clause 3 of this Agreement.
- 2.3 The Assignor hereby agrees to execute the transfer of the Domain Name in accordance with this Agreement within << >> Business Days of receipt of the Sale Price [through escrow service].

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3. Payment of Sale Price

- 3.1 [Payment shall be made by direct transfer to a bank account nominated by the Assignee]
- OR**
- [Payment shall be made through an escrow service, such a service to be nominated by the Assignee and subject to the written agreement of the Assignee.]
- 3.2 The Assignor shall be responsible for the payment of any and all fees due to the escrow service provider.
- 3.3 In the event that the Assignor fails to pay all sums due within the time limit specified in Clause 3.1 or 3.2, subject to Clause 14 of this Agreement, the Assignor shall continue using the Domain Name as if no assignment had taken place. The Assignee shall be entitled to sell the Domain Name for sale with a third party. The Assignor shall be liable to indemnify the Assignee for the loss of the Domain Name.

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4. **Transfer of Domain Name**

- 4.1 The Assignor shall
- 4.2 Both Parties hereby
- 4.3 Any and all costs

to the Registrar required to effect receipt of the Sale Price [by the escrow service] in accordance with Clause 2.3 of this Agreement.

further actions that may be required by the Registrar to effect the transfer of the Domain Name in a timely manner.

of the Domain Name, including those of registration and renewal [solely by the Assignor] OR [solely by the Assignee] OR [equally by the Assignor and the Assignee].

5. **No Reservation of Rights**

Upon the performance by the Assignor of its obligations under Clause 3 of this Agreement the Assignee shall have the right to use or disseminate the Domain Name and shall have title to the Domain Name and all rights associated therewith shall revert to the Assignor at any time without the need for the authorisation of the Assignee.

Upon the performance by the Assignor of its obligations under Clause 3 of this Agreement the Assignee shall have the right to use or disseminate the Domain Name and shall have title to the Domain Name and all rights associated therewith shall revert to the Assignor at any time without the need for the authorisation of the Assignee.

6. **Additional Rights**

- 6.1 In the event that the Domain Name is a trade mark, it is hereby assigned to the Assignee and the Assignor shall take all necessary steps to effect the assignment of the Domain Name to the Assignee at the same time as the assignment of the Domain Name.
- 6.2 The Assignor hereby assigns to the Assignee any and all references to the Domain Name (save for references to the Domain Name in Clause 10 of this Agreement) and shall remove all promotional materials published by the Assignor.

In the event that the Domain Name is a trade mark, it is hereby assigned to the Assignee and the Assignor shall take all necessary steps to effect the assignment of the Domain Name to the Assignee at the same time as the assignment of the Domain Name.

The Assignor hereby assigns to the Assignee any and all references to the Domain Name (save for references to the Domain Name in Clause 10 of this Agreement) and shall remove all promotional materials published by the Assignor.

7. **Assignor's Warranties and Representations**

- 7.1 The Assignor hereby warrants and represents that:
 - 7.1.1 they are the legal and beneficial owner of the Domain Name;
 - 7.1.2 they have the authority to assign the Domain Name in accordance with the terms and conditions of this Agreement;
 - 7.1.3 the Domain Name is free from all claims and encumbrances;
 - 7.1.4 there is, at the time of assignment, no pending litigation or other proceedings in respect of the Domain Name or any related rights; and
 - 7.1.5 the Domain Name is not subject to any trade mark or other third party rights.
- 7.2 The Assignor hereby warrants and represents that they shall indemnify and hold harmless the Assignee against all loss, damage, costs, legal costs, and expenses of whatever nature whatsoever incurred or suffered by the Assignee as a result of the assignment, direct or consequential arising out of any dispute or proceedings brought by any third party in respect of the Domain Name.

The Assignor hereby warrants and represents that:

they are the legal and beneficial owner of the Domain Name;

they have the authority to assign the Domain Name in accordance with the terms and conditions of this Agreement;

the Domain Name is free from all claims and encumbrances;

there is, at the time of assignment, no pending litigation or other proceedings in respect of the Domain Name or any related rights; and

the Domain Name is not subject to any trade mark or other third party rights.

The Assignor hereby warrants and represents that they shall indemnify and hold harmless the Assignee against all loss, damage, costs, legal costs, and expenses of whatever nature whatsoever incurred or suffered by the Assignee as a result of the assignment, direct or consequential arising out of any dispute or proceedings brought by any third party in respect of the Domain Name.

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by a third party and in respect of any of the

his intellectual property rights in respect of any of the sub-Clause 7.1 above.

7.3 The provisions of sub-Clause 7.3.1 to 7.3.3 shall apply provided:

provided:

7.3.1 the Assignee shall indemnify and hold harmless the Assignor of any claim or proceedings arising out of or in connection with the assignment of the intellectual property rights, in so far as possible following receipt of it;

to the Assignor of any claim or proceedings arising out of or in connection with the assignment of the intellectual property rights, in so far as possible following receipt of it;

7.3.2 the Assignee shall indemnify and hold harmless the Assignor of liability and gives the Assignor the sole authority to defend the claim or proceedings at the Assignor's cost and expense;

of liability and gives the Assignor the sole authority to defend the claim or proceedings at the Assignor's cost and expense;

7.3.3 the Assignee shall provide all reasonable assistance in connection with the proceedings at the Assignor's cost and expense;

for all reasonable assistance in connection with the proceedings at the Assignor's cost and expense;

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8. **Assignee's Warranties and Representations**

8.1 The Assignee hereby warrants and represents that:

that:

8.1.1 they will not, directly or indirectly, in such a way that infringes any trade mark, patent, copyright or other intellectual property rights of the Assignor or of any third party; and

in such a way that infringes any trade mark, patent, copyright or other intellectual property rights of the Assignor or of any third party; and

8.1.2 they will not, directly or indirectly, in connection with any purpose which may, in the opinion of the Assignor, be deemed immoral, obscene or otherwise offensive, objectionable or against public policy;

in connection with any purpose which may, in the opinion of the Assignor, be deemed immoral, obscene or otherwise offensive, objectionable or against public policy;

8.2 The Assignee hereby indemnifies and holds harmless the Assignor against all loss, damage, costs, legal costs, professional and other expenses of whatever nature whatsoever incurred or suffered by the Assignor in connection with any dispute or controversy arising out of or in connection with the assignment of any intellectual property rights, in respect of any third party alleging a breach of any of the representations made by the Assignee in any breach by the Assignee of the conditions of this Agreement.

indemnify and hold harmless the Assignor against all loss, damage, costs, legal costs, professional and other expenses of whatever nature whatsoever incurred or suffered by the Assignor in connection with any dispute or controversy arising out of or in connection with the assignment of any intellectual property rights, in respect of any third party alleging a breach of any of the representations made by the Assignee in any breach by the Assignee of the conditions of this Agreement.

8.3 The provisions of sub-Clause 8.3.1 to 8.3.3 shall apply provided:

provided:

8.3.1 the Assignee shall indemnify and hold harmless the Assignor of any claim or proceedings arising out of or in connection with the assignment of the intellectual property rights, in so far as possible following receipt of it;

to the Assignee of any claim or proceedings arising out of or in connection with the assignment of the intellectual property rights, in so far as possible following receipt of it;

8.3.2 the Assignee shall indemnify and hold harmless the Assignor of liability and gives the Assignee the sole authority to defend the claim or proceedings at the Assignee's cost and expense;

of liability and gives the Assignee the sole authority to defend the claim or proceedings at the Assignee's cost and expense;

8.3.3 the Assignee shall provide all reasonable assistance in connection with the proceedings at the Assignee's cost and expense;

for all reasonable assistance in connection with the proceedings at the Assignee's cost and expense;

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9. **Liability**

9.1 Subject to Clause 7, the Assignor shall not be liable to the Assignee for any loss or damage suffered by the Assignee if such loss or damage is caused by the Assignor's negligence, if such loss is reasonably foreseeable at the time of the assignment and the possibility of the loss or damage was not obvious to the Assignee at the time of the assignment.

The Assignor shall not be liable to the Assignee for any loss or damage suffered by the Assignee if such loss or damage is caused by the Assignor's negligence, if such loss is reasonably foreseeable at the time of the assignment and the possibility of the loss or damage was not obvious to the Assignee at the time of the assignment.

9.2 [The Assignor's entire liability shall be limited to the amount of any contractual obligations of the Assignor in respect of any breach of its contract, any representation, statement or omission made by the Assignor in connection with the assignment of the intellectual property rights.]

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or tortious act or omission arising under or in connection with this Agreement

ence arising under or in connection with this Agreement

10. Confidentiality

10.1 During the term of this Agreement for any period of <<Insert Period>> starting on <<Date>>], the following provisions shall apply to the Party receiving Confidential Information ("Receiving Party") from the other Party (the "Disclosing Party").

After termination or expiration of this Agreement, the provisions of <<Insert Period>> starting on <<Date>> shall apply to the Party receiving Confidential Information ("Receiving Party") from the other Party (the "Disclosing Party").

10.2 Subject to sub-Clause 10.2.3, the Receiving Party:

party:

10.2.1 may not use Confidential Information for any purpose other than the performance of its obligations under this Agreement;

information for any purpose other than the performance of its obligations under this Agreement;

10.2.2 may not disclose Confidential Information to any person except as required by law or with the prior written consent of the Disclosing Party; and

information to any person except as required by law or with the prior written consent of the Disclosing Party; and

10.2.3 shall make no effort to prevent the use or disclosure of the Confidential Information by any third party.

that the use or disclosure of the Confidential Information by any third party.

10.3 The obligations of the Receiving Party shall not apply to any Confidential Information that:

in all provisions of this Clause 10 shall not apply to any Confidential Information that:

10.3.1 is in the public domain at the time of receipt by the Receiving Party or is received by the Receiving Party from a third party who, at the time of receipt, was in the public domain prior to its receipt by the Receiving Party;

is in the public domain at the time of receipt by the Receiving Party or is received by the Receiving Party from a third party who, at the time of receipt, was in the public domain prior to its receipt by the Receiving Party;

10.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

10.3.3 is required to be disclosed by applicable law or regulation; or

applicable law or regulation; or

10.3.4 is received by the Receiving Party from a third party who, at the time of receipt, was in the public domain prior to its receipt by the Receiving Party, and the Receiving Party claims to have no knowledge of the Confidential Information being received by the Receiving Party in respect thereof and no control or influence upon the Receiving Party.

Receiving Party from a third party who, at the time of receipt, was in the public domain prior to its receipt by the Receiving Party, and the Receiving Party claims to have no knowledge of the Confidential Information being received by the Receiving Party in respect thereof and no control or influence upon the Receiving Party.

10.4 Without prejudice to the remedies available to the Disclosing Party, the Receiving Party shall, without proof of special damage, be entitled to recover the actual or threatened or actual damages or other remedies available to the Disclosing Party.

remedies the Disclosing Party may recover, the Receiving Party shall, without proof of special damage, be entitled to recover the actual or threatened or actual damages or other remedies available to the Disclosing Party.

10.5 The obligations of the Receiving Party shall survive the expiry or the termination of this Agreement for whatever reason.

provisions of this Clause shall survive the expiry or the termination of this Agreement for whatever reason.

11. Termination

11.1 Subject to Clause 11.2, the Assignor may terminate this Agreement in the event that the Assignor fails to pay the Sale Price within the time period specified in Clause 6 of this Agreement.

the Assignor may terminate this Agreement in the event that the Assignor fails to pay the Sale Price within the time period specified in Clause 6 of this Agreement.

11.2 Subject to Clause 11.1, the Assignee may terminate this Agreement in the event that the Assignee fails to execute the transfer of the Domain Name along with the rights as set out in Clause 6 within the time period specified in Clause 6 of this Agreement.

the Assignee may terminate this Agreement in the event that the Assignee fails to execute the transfer of the Domain Name along with the rights as set out in Clause 6 within the time period specified in Clause 6 of this Agreement.

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11.3 Either Party has the

reement immediately if the other:

11.3.1 has committed a breach which is a material breach of this Agreement, unless such breach is corrected immediately or the other Party has failed to remedy the breach within ten business days of written notice to do so; or

11.3.2 goes into bankruptcy, liquidation, reorganization, or other voluntary or compulsory (save for the purpose of corporate reconstruction or amalgamation) winding up or liquidation, or is dissolved, merged, or sold, or is appointed in respect of the whole or any part of its assets a receiver, trustee, or liquidator, or is otherwise subject to the control of a court of law.

11.4 In the event of termination, all amounts payable by the Party becoming due and immediately payable.

11.4 All amounts payable by the Party becoming due and immediately payable under this Agreement shall

12. Assignment

Neither Party shall assign, in whole or in part, to any third party the benefit of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

Neither Party shall assign, in whole or in part, to any third party the benefit of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

13. Notices

13.1 All notices under this Agreement shall be in writing.

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13.2 Notices shall be deemed to have been given:

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13.2.1 when delivered to the recipient by a courier or other messenger (including overnight delivery) during business hours of the recipient;

13.2.1 when delivered to the recipient by a courier or other messenger (including overnight delivery) during business hours of the recipient;

13.2.2 when sent, by e-mail or e-mail and a successful transmission is generated;

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13.2.3 on the fifth Business Day after mailing, if mailed first class, postage prepaid; or

13.2.3 on the fifth Business Day after mailing, if mailed first class, postage prepaid; or

13.2.4 on the tenth Business Day after mailing, if mailed by airmail, postage prepaid.

13.2.4 on the tenth Business Day after mailing, if mailed by airmail, postage prepaid.

13.3 In each case notices shall be sent to the most recent address, e-mail address, or facsimile number of the other party.

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14. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay is caused by any event that is beyond the reasonable control of that Party, including, but not limited to: power outages, Internet Service Provider failure, Internet Service Provider failure, Internet Service Provider failure, storms, earthquakes, acts of God, war, terrorism, governmental action or any other event that is beyond the control of the Party.

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay is caused by any event that is beyond the reasonable control of that Party, including, but not limited to: power outages, Internet Service Provider failure, Internet Service Provider failure, Internet Service Provider failure, storms, earthquakes, acts of God, war, terrorism, governmental action or any other event that is beyond the control of the Party.

15. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The

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remainder of this Agreement enforceable.

16. Entire Agreement

16.1 This Agreement sets forth the entire agreement and understanding between the Parties and shall supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. No Party shall be entitled to rely on any agreement, understanding or arrangement not set forth in this Agreement, save for any representation made in writing.

16.2 Unless otherwise provided elsewhere in this Agreement, this Agreement may be amended only by an instrument signed by both of the Parties.

17. No Waiver

The Parties agree that no failure to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a continuing waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a subsequent breach and shall not constitute a continuing waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

18. [Dispute Resolution (Arbitration)]

18.1 It is agreed that any dispute or controversy relating to this Agreement arising between the Parties shall be referred to the arbitration of a single arbitrator with the necessary qualifications and practical experience to resolve the particular dispute.

18.2 The arbitrator shall be appointed by the Parties or in the event of failure to agree shall be appointed by the Law Society of England and Wales.

18.3 The arbitration shall be conducted in accordance with the Arbitration Act 1996 (as amended or modified) at the time being in force.

18.4 The Parties shall provide to the arbitrator all information reasonably requested by him for the resolution of the dispute, imposing appropriate obligations of confidentiality.

18.5 The Parties shall render his decision on the basis of the information requested or if this is not practicable, on the basis of the information available to him. The Parties shall use all reasonable endeavours to provide the information requested and shall cooperate fully with the arbitrator to achieve this objective.

18.6 The Parties shall submit to the decision of the arbitrator and shall treat the decision of the arbitrator as final and binding upon both Parties.

18.7 [The Parties agree to waive their right to apply for an application or appeal to the courts of law arising in the course of the arbitration.]

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19. **Law and Jurisdiction**

19.1 This Agreement (including all matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 [Subject to the provisions of clause 18,] any dispute, controversy, claim, proceedings or claim relating to this Agreement (including any non-contractual disputes arising therefrom or associated therewith) shall fall to be determined by the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by

<<Name and Title of person signing for and on behalf of <<Assignor's Name>>

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for and on behalf of <<Assignee's Name>>

In the presence of <<Name & Address of Witness>>

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