

**GLOBAL NAME REGISTRY EQUAL
ACCESS AND NONDISCRIMINATORY PRACTICE**

I. Equal Access and Nondiscriminatory Practice

Global Name Registry shall provide registrars with the opportunity to register domain names in the .org TLD pursuant to the terms and conditions of a Registry-Registrar Agreement ("RRA") to be executed between Global Name Registry and any such registrars accredited by ICANN to act as a registrar for domain names within the domain of the .org TLD (hereinafter referred to as "ICANN-Accredited Registrars"). Global Name Registry shall provide all ICANN-Accredited Registrars (including individual Global Name Registry members acting as a registrar) with equivalent access to the Registry-Registrar Protocol. Global Name Registry will also make a certification to ICANN at the end of the six month period immediately following the Effective Date of the Registry Agreement and at the end of each subsequent six month period for the Term of the Registry Agreement, using the objective criteria set forth in the Global Name Registry Equivalent Access Certification below, that Global Name Registry, in its capacity as Registry Operator is providing all ICANN-Accredited Registrars with such equivalent access.

Global Name Registry will ensure, in a form and through ways described in the Global Name Registry Equivalent Access Certification below, that the revenues and assets of the Registry Operator are not utilized to advantage Global Name Registry, its affiliates, any contractor to Global Name Registry, or any owner of such contractor, to the detriment of other ICANN-Accredited Registrars.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Registry Agreement.

GLOBAL NAME REGISTRY EQUIVALENT ACCESS CERTIFICATION

The Global Name Registry, acting in its capacity as the Registry Operator makes the following certifications:

1. All ICANN-Accredited Registrars (including Global Name Registry affiliates acting as a registrar) connect to the Shared Registration System Gateway via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication.
2. Registry Operator has made final versions of all registrar access software and any updates to that software available to all ICANN-Accredited Registrars at the same time and under the same term and conditions.
3. All ICANN-Accredited Registrars have the same level and means of access to Registry customer support personnel via telephone, e-mail and the Registry website.
4. All ICANN-Accredited Registrars have the same level and means of access to the Registry resources to resolve Registry/Registrar or Registrar/Registrar disputes and technical and/or administrative customer service issues.
5. All ICANN-Accredited Registrars have the same level and means of access to Registry Data to reconcile their registration activities from Registry Web and ftp servers.
6. All ICANN-Accredited Registrars may perform basic automated registrar account management functions using the same registrar tool kit made available to all ICANN-Accredited Registrars by the Registry Operator.
7. The Shared Registration System does not include any algorithms or protocols that differentiate among ICANN-Accredited Registrars with respect to functionality, including database access, system priorities and overall performance.
8. During the Landrush period, all ICANN-Accredited Registrars were treated identically and by the same algorithm.
9. All Registry Operator officers, directors, shareholders, employees, agents, consultants, and contractors have been directed not to give preferential treatment to any individual ICANN-Accredited Registrar.
10. The Registry Operator has not provided preferential pricing structures, promotions or other economic terms to any individual ICANN-Accredited Registrar which are not available to all ICANN-Accredited Registrars.

11. Registry Operator has complied with the terms of the Registry Operator Code of Conduct and the Equal Access and Nondiscriminatory Practice Plan.

This Certification is dated this the __ day of _____, _____.

The Global Name Registry

By: _____

Name:

Title:

II. Global Name Registry Equal Access and Nondiscriminatory Practice

Global Name Registry and its contractors will comply with the following policies relating to Equal Access and Nondiscrimination Practice Plan (the “Plan”).

1. Section A - Equivalent Access Policy

It is the goal of this policy to ensure that:

1.1 All ICANN-Accredited Registrars will connect to the System using the same protocols and with the same limitations and security measures.

1.2 All ICANN-Accredited Registrars will have the same access to customer support, administrative and business services.

1.3 All ICANN-Accredited Registrars will have the same access to the tools required to access their data through the System including billing, account management and other similar services.

1.4 With the exception of systems designed to enforce Global Name Registry’s or ICANN’s terms of service, contract or policy, the System will not include any features or systems designed to perform prejudicially or favorably towards any specific ICANN-Accredited Registrar[s].

2. Section B - Organizational Conflict of Interest Compliance Plan for Global Name Registry

Global Name Registry has created the following processes and policy in order to achieve the goals outlined above.

2.1 Organization Structure

The Global Name Registry, Ltd. is a wholly owned subsidiary of Nameplanet, Ltd, a private limited company incorporated in England and Wales under the Company No 03895286.

2.2 Financial Separation

Global Name Registry will ensure that separate financial statements for Global Name Registry are prepared using [United States] GAAP accounting standards. Global Name Registry’s financial statements will account for its own costs, revenues, cash flow, etc. as a separate entity, using distinct systems and accounting functions. Reasonable and independently auditable internal accounting controls will be in place to ensure the adequacy of these systems and functions. The accounting and operational procedures will be established in such a fashion that no detailed customer account information relating to any ICANN-Accredited Registrar will be available to any other ICANN-Accredited Registrar.

2.3 Different Locations/Office Premises

Global Name Registry will conduct its business and technical operations from different premises than any ICANN-Accredited Registrar. There may be situations where technical systems might reside within the same physical premises as an ICANN-Accredited Registrar, however these premises will not be owned by an ICANN-Accredited Registrar, will be operated by an entity not affiliated with any of them, and will be physically and distinctly separated from each other. Any instance where Global Name Registry has located technical systems in the same third party premises as an ICANN-Accredited Registrar will be disclosed to ICANN within a commercially reasonable time period after Global Name Registry is made aware of the situation. Only upon the written consent of ICANN, which shall not be unreasonably withheld or delayed, may Global Name Registry technical systems reside in any datacenter or network facility owned or controlled, in whole or in part, by an ICANN-Accredited Registrar.

2.4 Physical Barriers

At Global Name Registry's facilities, only assigned personnel employed or contracted by Global Name Registry will have regular badge access to the premises and any other person will be treated as a visitor to the facility and will gain access only through established visitor sign-in and identification badge procedures. Global Name Registry will create and maintain an entry/exit log for all persons who enter the facility.

2.5 Registry Access

Global Name Registry will provide access to all Registry customers through the mechanisms described above.

3. **Section C - Information Control**

Global Name Registry has in place various procedural safeguards to ensure that data and information of the registry business are not utilized to advantage one ICANN-Accredited Registrar over another. The Access to Data Policy is attached as **Exhibit A**.

3.1 Staff Training

All Global Name Registry Personnel and other employees who have a need to know Global Name Registry business will undergo a formal Training Program, providing the staff members with a clear understanding of this Plan with special attention paid to the Equivalent Access Policy and the staff members' responsibility under the plan. Formal training will be required before any potential staff member is given an assignment or access to Global Name Registry material. Formal refresher training will be given on an annual basis.

3.2 Treatment of Information

Upon completion of the training program, all Global Name Registry Personnel and other employees who have a need to know Global Name Registry business will be required to sign a non-disclosure agreement (**Exhibit B**) and a Global Name Registry Business Avoidance Certification (**Exhibit C**) acknowledging, among other things, his/her understanding of the

requirements, and certifying that he/she will strictly comply with the provisions of the Plan. The signed agreements will be maintained in the program files and the individual's personnel file. Each staff member acknowledges verification of the annual refresher training required by this Plan.

The Compliance Officer (CO) will, in all cases, endeavor to ensure that Global Name Registry and its employees do not release any information to any ICANN-Accredited Registrar, or their respective employees that could be used by an ICANN-Accredited Registrar to the detriment of any other ICANN-Accredited Registrar regardless of the official stated sensitivity of the information. Under no circumstances will Registry Sensitive Information be approved by the CO for release to any other ICANN-Accredited Registrar.

EXHIBIT A
ACCESS TO DATA POLICY

1. Purpose: To establish policies (i) for the protection of Proprietary Information developed by and/or in the possession of Global Name Registry, and (ii) for the protection of Registry Sensitive Information to ensure that the revenue and assets of Global Name Registry are not unfairly utilized to advantage another ICANN-Accredited Registrar to the detriment of other competing ICANN-Accredited Registrars.

2. Scope: This policy is applicable to all officers, directors, members, shareholders, employees, agents, consultants, and subcontractors of Global Name Registry.

3. Definitions :

3.1 Proprietary Information. Financial, personnel, technical, or business information owned or possessed by Global Name Registry which has not been authorized for public release. Such information is frequently referred to as "Proprietary Information," "Confidential Information" or "Privileged Information."

3.2 Registry Sensitive Information. Any information, including Proprietary Information or other financial, personnel, technical, or business information owned or possessed by Global Name Registry relating to its business which could be utilized to advantage ICANN-Accredited Registrar to the detriment of other competing ICANN-Accredited Registrars. Examples of Registry Sensitive Information are contained in Attachment 1 hereto.

3.3 Computer Software. Computer programs and computer databases.

3.4 Computer Software Documentation. Technical data, including computer listing and printouts, in human-readable form which (i) document the design or details of computer software, (ii) explain the capabilities of the software, or (iii) provide instructions for using the software to obtain desired results from a computer.

4. Procedures for Protection of Proprietary Information:

4.1 Responsibility. Managers are responsible for identifying Registry Sensitive Information developed, produced or possessed by Global Name Registry and for instructing employees reporting to them regarding the proper handling and safeguarding of such information. Each Global Name Registry employee will exercise reasonable care to protect Registry Sensitive Information from unauthorized or inadvertent disclosure.

4.2 Disclosure. It is recognized that there are occasions where it is necessary to disclose Proprietary Information to outsiders. Such disclosure should not be made without the prior written approval of an authorized Corporate officer of Global Name Registry. Advice from Corporate counsel should be obtained on all questions relating to the identification or releasing of Proprietary Information or Registry Sensitive Information.

4.3 Marking of Documents. Documents containing Proprietary Information or Registry Sensitive Information will be marked with one of the markings described below at the

time the document(s) is produced. Computer tapes and other recorded material should be identified by proper labeling which is visible to the ordinary person while the material is being stored. In addition, all such material should have a warning notice at the beginning of the material to ensure the user is forewarned about the proprietary or sensitive nature of its contents (as soon as access is afforded to a computer tape or at the beginning of a sound recording, etc.).

4.3.1 Internal Documents. On internal documents (reports, memoranda, drawings, etc.) the applicable following legend shall be put at the top or bottom of the first page or, in the case of drawings, in the space provided for such legends. The "need to know" principle shall be the guideline when divulging Proprietary Information or Sensitive Information internally.

Global Name Registry Proprietary Information

The information on this document is proprietary to Global Name Registry. It may not be used, reproduced or disclosed without the written approval of Global Name Registry.

Global Name Registry Registry Sensitive Information

The information on this document is proprietary to Global Name Registry. It may not be used, reproduced or disclosed without the written approval of the Compliance Officer of Global Name Registry.

4.3.2 Documents for External Distribution

A. Reports and Similar Documents

The following legend shall be typed or stamped on the cover and/or title page of reports or on the face of other documentation provided to others:

Global Name Registry Proprietary Information

This document is the property of Global Name Registry. It may be used by recipient only for the purpose for which it was transmitted and shall be returned upon request or when no longer needed by recipient. It may not be copied or communicated without the prior written consent of Global Name Registry.

B. Letters

On letters to third parties or outsiders which will contain Proprietary Information, the following statement or equivalent shall appear in the text:

Information contained herein is Global Name Registry Proprietary Information and is made available to you because of your interest in our company (or program, etc.). This information is submitted in confidence and its disclosure to you is not intended to constitute public disclosure or authorization for disclosure to other parties.

C. Proposals to Commercial Companies

1. A restrictive legend such as the following shall be placed on the title page of each volume of the proposal:

Global Name Registry's proposal, which follows, contains information and data that are privileged and/or confidential to Global Name Registry. This information and data are not made available for public review and are submitted voluntarily to XYZ COMPANY NAME only for purposes of review and evaluation in connection with this proposal. No other use of the information and data contained herein is permitted without the express written permission of Global Name Registry. Information and data contained herein is protected by the Uniform Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license of any kind whatsoever is granted to any third party to use the information and data contained herein unless a written agreement exists between Global Name Registry and the third party which desires access to the information and data. Under no condition should the information and data contained herein be provided in any manner whatsoever to any third party without the prior written permission of Global Name Registry. The data subject to this restriction is contained in pages ___.

2. Each page of the proposal which contains Proprietary Information shall be marked as follows:

Use or disclosure of proposal information is subject to the restriction on the title page of this proposal.

D. Proprietary Information Released Pursuant to Contract

When Proprietary Information is exchanged between Global Name Registry and another company, a Confidentiality Agreement or Non-Disclosure Agreement shall be executed by the parties concerned.

1. The parties will designate in writing one or more individuals within their own organization as the only person(s) authorized to receive Proprietary Information exchanged between the parties pursuant to this Agreement (see Attachment 2 for sample agreement.).
2. All information which the disclosing party claims as proprietary shall be received in writing, clearly identified as proprietary, and delivered personally or by mail addressed to individuals designated above to receive the Proprietary Information.

5. Safekeeping

When not in use, Proprietary Information or Registry Sensitive Information will be stored in a locked desk, cabinet or file. Such material will not be left unattended during the workday and should be turned face down in the presence of visitors or employees who have no need to know.

6. Destruction

Burning, shredding or comparable methods will be used for the destruction of Proprietary Information or Registry Sensitive Information.

7. Terminating Employees

Terminating employees will be reminded of their responsibilities and obligations in protecting Proprietary Information. All employees will execute a non-disclosure agreement specifying that they may not retain or otherwise use such information after termination. Any deviation from this policy must be approved in writing by Global Name Registry counsel and Global Name Registry.

8. Third-Party Proprietary Information

Proprietary Information received from other companies through contractual or pre-contractual relationships will be afforded the same level of protection given to Global Name Registry's Proprietary Information.

9. Questions

Questions concerning implementation or interpretation of this policy will be referred to the appropriate General Manager or the General Counsel.

ATTACHMENT 1

Examples of Proprietary & Registry Sensitive Information

Engineering Information

Engineering information, including schematics, code, and engineering notes will be considered Proprietary Information.

Statistical Information

Some statistical information will be available for public consumption. Such information does not require any special treatment, so long as neither Global Name Registry nor any ICANN-Accredited Registrar, receives any preferential treatment (e.g., early access to such information). Other statistics, such as numbers of registrations, transfers, etc., performed by each registrar, as well as processing times, numbers of failures or any information that is trending negative or contains negative performance factors not generally available to the public should be considered Registry Sensitive Information.

One area of statistical data that is deserving of special attention is Registry Information pertaining to the numbers of registrations, transfers, etc., performed by each registrar. All such information is Registry Sensitive Information and will be treated accordingly. Unless otherwise approved, registration activity information must be protected from disclosure to any registrar other than the registrar to which the information refers.

Financial Information

Financial data related to Global Name Registry is Registry Sensitive Information and will not be released without the express consent of the General Manager of Global Name Registry. Monthly expenses and income shall be kept sensitive and restricted from disclosure to any party other than the appropriate Global Name Registry staff.

ATTACHMENT 2

NON-DISCLOSURE AGREEMENT Proprietary Information

This is an Agreement, effective _____, 2000 between Global Name Registry, (hereinafter referred to as "Global Name Registry") and _____ (hereinafter referred to as "_____"). It is recognized that it may be necessary or desirable to exchange information between GLOBAL NAME REGISTRY and _____ for the purpose of _____. With respect to the information exchanged between the parties subsequent to this date, the parties agree as follows:

- (1) "Proprietary Information" shall include, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts originated by the disclosing party, not previously published or otherwise disclosed to the general public, not previously available without restriction to the receiving party or others, nor normally furnished to others without compensation, and which the disclosing party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Agreement and appropriately identified as being proprietary when furnished.
- (2) In order for proprietary information disclosed by one party to the other to be protected in accordance with this Agreement, it must be: (a) in writing or in electronic form; (b) clearly identified as proprietary information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing party; and (c) delivered by letter of transmittal, hand delivery, or electronically transmitted to the individual designated in Paragraph 3 below, or his designee. Where the proprietary information has not been or cannot be reduced to written or electronic form at the time of disclosure and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with this Non-Disclosure Agreement provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the individual identified in Paragraph 3 below, within 20 calendar days of said oral disclosures. Neither party shall identify information as proprietary which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.
- (3) In order for either party's proprietary information to be protected as described herein, it must be submitted in written or electronic form as discussed in Paragraph 2 above to:

GLOBAL NAME REGISTRY _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone No: _____

Telephone No: _____

FAX No: _____

FAX No: _____

(4) Each party covenants and agrees that it will keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all information which is received from the other under this Non-Disclosure Agreement and has been protected in accordance with paragraphs 2 and 3 hereof; provided however, that a receiving party shall not be liable for disclosure of any such information if the same:

- A. Was in the public domain at the time it was disclosed,
- B. Becomes part of the public domain without breach of this Agreement,
- C. Is disclosed with the written approval of the other party,
- D. Is disclosed after three years from receipt of the information,
- E. Was independently developed by the receiving party,
- F. Is or was disclosed by the disclosing party to a third party without restriction, or
- G. Is disclosed pursuant to the provisions of a court order.

As between the parties hereto, the provisions of this Paragraph 4 shall supersede the provisions of any inconsistent legend that may be affixed to said data by the disclosing party, and the inconsistent provisions of any such legend shall be without any force or effect.

Any protected information provided by one party to the other shall be used only in furtherance of the purposes described in this Agreement, and shall be, upon request at any time, returned to the disclosing party. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

(5) The standard of care for protecting Proprietary Information imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own proprietary information, but in no event less than reasonable care.

(6) Neither party shall be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such data or information.

(7) In providing any information hereunder, each disclosing party makes no representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall either party incur any liability or obligation whatsoever by reason of such information, except as provided under Paragraph 4, hereof.

(8) This Non-Disclosure Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings or agreements regarding this issue. This Non-Disclosure Agreement shall not be modified or amended, except in a written instrument executed by the parties.

(9) Nothing contained in this Non-Disclosure Agreement shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other party.

(10) Nothing contained in this Non-Disclosure Agreement shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.

(11) The effective date of this Non-Disclosure Agreement shall be the date upon which the last signatory below executes this Agreement.

(12) This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the [insert jurisdiction].

(13) This Non-Disclosure Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent shall not unreasonably be withheld. This consent requirement shall not apply in the event either party shall change its corporate name or merge with another corporation. This Non-Disclosure Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

(14) It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement by either party or any of its representatives and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this agreement, if a court of competent jurisdiction determines that either party or any of its representatives have breached this agreement, then the breaching party shall be liable and pay to the non-breaching party the reasonable legal fees incurred in connection with such litigation, including an appeal therefrom.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

NON-DISCLOSURE AGREEMENT

I understand I am an employee of Global Name Registry, LLC ("Global Name Registry") or another employee who has a need to know information related to Global Name Registry which is proprietary, confidential or business sensitive, belonging to Global Name Registry, other companies or customers of Global Name Registry. I agree not to disclose or otherwise disseminate such information to anyone other than Need to Know Employees, except as directed, in writing, by _____ of Global Name Registry or his/her designee ("Compliance Officer"). **I understand that disclosure of such information to anyone other than a Need to Know Employee or use of such information could result in personal liability for such unauthorized use or disclosure.**

I agree to use such proprietary, confidential and/or business sensitive information only in the performance of requirements necessary to carry out my duties as a Need to Know Employee , and I agree to take suitable precautions to prevent the use or disclosure of such information to any party, other than Need to Know Employees. I will report to the Compliance Officer any potential violation of this agreement. I further agree to surrender any and all data and information, of any type whatsoever, to the Compliance Officer upon the termination of my employment as an employee of Global Name Registry, or my assignment with Global Name Registry.

I certify that I have read and fully understand this Non-Disclosure Agreement and agree to abide by all requirements contained herein. I understand that my strict compliance is essential to Global Name Registry, and any violation of these requirements may result in termination of my employment.

Agreed to:

Verified:

Employee

General Manager, Registry

Date

Date

EXHIBIT C

**REGISTRY BUSINESS OR ORGANIZATIONAL
CONFLICT OF INTEREST AVOIDANCE CERTIFICATION**

I hereby certify that I have received training in and understand the requirements of conflict of interest issues and the requirements of the Organizational Conflict of Interest Compliance Plan of the Registry Business of Global Name Registry, LLC. I certify that I will strictly comply with the provisions of this Plan. I understand my obligation to (i) refrain from any activities which could pose a personal conflict of interest and (ii) report to the General Manager of the Registry Business, any conflict, whether personal or organizational, which is perceived or identified during the course of my employment with the Registry Business.

CERTIFIED

signature date

name