INNWA Co-operative Limited.

YANGON : No.8, Room(702), Pan ChanTower, Dhamazedi Road, Sanchaung Township, Yangon, Myanmar.
Tel : 01-539133. Fax : 95-01-539584.

_____ (REGISTRANT) a company registered in

_____ (country), having its business operations at _____

_____ hereby authorizes

INNWA Co-operative Ltd. (ICL) to register the following .mm country level domain(s) on its behalf.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

IT IS NOW HEREBY AGREED by and between the Parties as follows:-

These terms & conditions of appointment sets forth the terms and conditions which govern the appointment of INNWA Co-operative Ltd. ("ICL") as the local contact for the Registrant as named in above.

Registrant hereby consent to appointing ICL as the Registrant's local contact, the Registrant accepts and agrees to be bound by all the terms and conditions of this Agreement and the Registrar's applicable rules, policies and procedures, as amended and supplemented by the Registrar from time to time.

**1. INTERPRETATION**

1.1. In this agreement, unless inconsistent with the context thereof or otherwise indicated, the following terms shall have the following meanings:-

"Appointment" means the appointment of ICL in accordance to the terms and conditions herein appearing, subsequent amendments as agreed in writing and counter-signed by both Parties, subsequent extensions/renewals thereto in writing and such other documents which are expressly agreed to form part of this Appointment;

"Commencement Date" means date of creation of the domain name registered through Registrar or upon the date of the domain name successfully transferred to Registrar;

"Confidential Information" means all oral and written information of any kind submitted by either Party to the other for purposes relating to this Appointment, whether in electronic printed or whatsoever format, irrespective of whether such information were disclosed before or after the Commencement Date or whether they were labelled as "confidential" at the time of disclosure;

"Force Majeure" means an act, omission or circumstance relied on by either one Party hereto over which that Party could not have reasonably exercised control, including but not limited to acts of God, acts of government / authorities, new or amending regulations imposed after the date of this Appointment, general strikes, fire, lockouts, riots, war, epidemics, earthquakes and other natural disasters;

"Intellectual Property" means at any given point in time, all of the following and all rights in, arising out of, or associated therewith: (i) all trade secrets, know-how, proprietary information, technical data, improvements, technology, documentation, designs, specifications, protocols, files, records, databases, compositions, processes, models, research and development data, confidential information, and production processes and techniques, research and development information, improvements, proposals, and technical data; (ii) all copyrights, copyright registrations and applications therefore and all other rights corresponding thereto throughout the world; (iii) trademarks, trade names, service marks, service names, trade dress, logos, Internet web site graphics, and corporate names, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing; (iv) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world; and (v) all copies and tangible embodiments of the foregoing (in whatever form);

"Parties" means the Registrant and ICL collectively and "Party" means any one of them;

"Working Day" means any day, other than a Saturday or Sunday or gazetted public holiday in Myanmar.

1.2. Words importing the singular shall also include the plural and vice-versa where the context so admits.

1.3. Clause headings are inserted for convenience of reference only and shall not in any way affect the interpretation or construction of the terms and conditions.

**2. APPOINTMENT**

2.1. ICL is hereby appointed as the Registrant's local contact and ICL, subject to the timely payment of the Fees, hereby accepts the appointment upon the terms and conditions herein appearing.

**3. DURATION OF APPOINTMENT**

3.1. This Appointment shall commence and take effect on the Commencement Date and shall remain valid and continue to be in force so long as the domain name under the Services remains with ICL till the Expiry Date unless the Registrant ICL-renew the domain before the Expiry Date.

3.2. Upon issuance of the renewal notice in Clause 3.1, this Appointment shall be renewed and extended without break in continuity for a further period to be mutually agreed in writing between the Parties. The terms and conditions hereunder including the covenant for renewal set out in Clause 3.1 shall remain the same for the renewal period, unless otherwise mutually agreed to in writing by the Parties.

**4. FEES**

4.1. In consideration of ICL performing the Services contemplated herein, the Registrant agrees to pay Proxy Fees for ICL's Services.

4.2. In any case and for any reason that the domain name subscribed though the local contact is deleted or transferred before the end of the domain name registration period, the Registrant shall not be entitled to any form of refund.

**5. REGISTRANT'S OBLIGATION**

5.1. The Registrant warrants that the Registration of the domain name under the Services does not (i) infringe any third party rights (such as trademark rights, rights to a name, and/ or copyrights); (ii) conduct any illegal activities, including but not limited to spamming, phishing and trading of pirated and illegal merchandise; (iii) infringe any legal regulations of any country.

5.2. The Registrant shall inform ICL immediately in writing by mail, fax or e-mail in the event the registrant and/ or the registration of the domain under the Services is threatened with legal action. In the event of any change in ownership, this Agreement will be void and terminated. A new Agreement will have to be concluded subject to ICL being reappointed the local contact.

5.3. The Registrant shall reply in detail all ICL's inquiries with respect to the domain name registration under Services by mail, fax or e-mail within 2 working days under normal circumstances. In the event of a legal dispute, ICL reserves the right to shorten the response time.

5.4. The Registrant is responsible for keeping his contact data up-to-date with ICL at all times.

5.5. If the Registrant is not contactable via the contact information provided or the Registrant does not reply to a ICL inquiry within the time limit granted, ICL reserves the right to take all necessary action, in particular to suspend, delete or release the domain due to actual or alleged violations of the law.

**6. ICL'S OBLIGATION**

6.1. ICL undertakes to fulfil all tasks assigned to it as a Local Contact to protect the Registrant's interests. In addition, ICL will comply with the instructions provided so long as it does not contravene any country's laws or any of the contractual agreements between the two parties.

6.2. ICL shall duly inform the Registrant of any questions concerning the domain name registration under Services.

**7. RESOLUTION OF DISPUTES WITH THIRD PARTIES**

7.1. In the event ICL directly or as the Registrant's representative, is called upon by a third party to release or delete the domain name, the Registrant shall within the time limit set in Clause 5.3 declare in writing whether the Registrant intends to defend the domain name or whether the domain name is to be released.

7.2. Should the Registrant agree to release the domain name, ICL will either delete the domain name or release the domain name to the third party. ICL shall then inform the third party of the domain name being release and consequently the agreement between ICL and the Registrant shall be terminated. A termination notice will not be required.

7.3. Should ICL not receive any reply from the Registrant within the time limit set in Clause 5.3 by ICL, ICL reserves the right to proceed with the action documented in accordance with Clause 7.2 above.

7.4. Should the Registrant inform ICL that he/she would like to defend the domain name, the Registrant shall indemnify Registrar and ICL against any possible legal action and the Registrant shall be responsible to pay for the all expenses and damages that Registrar or ICL has and/or may incur by acting as a Local Contact for the domain name of the Registrant. Should the Registrant not comply with the aforementioned obligations, ICL shall be entitled to proceed with the action documented in accordance with Clause 7.2 above.

**8. INDEMNITY**

8.1. ICL agrees to indemnify and keep indemnified the Registrant, their employees and representatives from and against any and all losses, damages or liabilities suffered (whether criminal or civil) inclusive of legal fees and other costs incurred or may be incurred by the Registrant due to whether directly or indirectly gross negligence of ICL or material breach by ICL which endangers the purpose of this agreement.

8.2. If the material breach under this Agreement is not due to intention or gross negligence of ICL, ICL's liability shall only be limited to 3 times the Domain Name registration fee that ICL collected from the Registrant for the particular Domain Name under the Services.

8.3. The Registrant shall indemnify Registrar and ICL for all costs, damages and prejudices arising from third parties asserting claims – justified or false, judicial or extra-judicial – on the grounds of the domain registration and calling upon not only the domain holder, but also Registrar and ICL, or exclusively upon Registrar or ICL. This claim exists regardless of negligence or fault. Registrar or ICL undertakes to cede any claims for indemnification against third parties acting without justification to the Registrant contemporaneously in return for the compensation for any disadvantages arising to Registrar or ICL.

**9. CONFIDENTIALITY**

9.1. The Parties shall not, at any time during or after the term of this Appointment or any extensions thereof (as the case may be), divulge or allow to be divulged to any person any Confidential Information relating to the affairs of the other Party and undertake to protect the Confidential Information of the other Party using no less than the standard of care which it treats its own Confidential Information unless such information:-

- is available to the public other than as a result of a disclosure by either party or its employees, directors or shareholders; or

- becomes available to either Party on a non-confidential basis from a source other than the other Party who is not under a known obligation of confidentiality; or

- was demonstrably known to either Party on a non-confidential basis prior to disclosure by the other Party; or

- is required by any governmental, regulatory authority, court order or law representatives who represent client that filed or preparing to file a lawsuit in which case the disclosing Party shall be given the right to comment on the proposed disclosure of confidential information prior to such disclosure.

9.2. These obligations of confidentiality shall survive the expiration or termination of this Appointment for a term of three (3) years from the date of expiration or termination of this Appointment.

9.3. Notwithstanding the foregoing provisions, ICL acknowledges that the Registrant may from time to time need to disclose the terms of this Appointment to its financiers and ICL hereby consents to the same.

**10. TERMINATION**

10.1. The Registrant may terminate this Appointment at any time without assigning any reason or cause whatsoever through online function made available by Registrar.

10.2. Notwithstanding the foregoing provisions, either Party may terminate this Appointment with immediate effect by notice in writing to the other upon the occurrence or threatened occurrence of any one or more of the following events:-

- if the other Party commits any material or continuing breach of any of the provisions of this Appointment and, in the case of such a breach which is capable of remedy, fails to remedy the same within fourteen (14) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;

- if the other Party goes into liquidation, whether compulsorily or voluntarily, (unless the liquidation is for the purposes of reconstruction or amalgamation and the company resulting from such reorganisation effectively agrees to be bound by and to assume all the obligations imposed on that other Party under this Appointment);

- if the other Party makes an assignment for the benefit of its creditors or enters into a composition with its creditors;

- if the other Party ceases to carry on its business.

10.3. Notwithstanding the foregoing provisions, ICL shall reserve the right to delete the domain and terminate this Appointment with immediate effect by notice in writing to the other upon the occurrence or threatened occurrence of any one or more of the following events:-

- if the Registrant transfers the domain from ICL to a third party or causes the domain to be deleted before the expiry of the registration term.

- if ICL establishes that the domain name and/or the contents posted on the web site accessible through the domain name contravenes any applicable law or any country.

10.4. The right to terminate this Appointment as outlined herein shall not prejudice any other right or remedy of either Party in respect of the breach concerned or any other breach.

**11. CONSEQUENCES OF TERMINATION**

11.1. Upon the due determination of this Appointment, in the event of termination:-

- the Parties hereto shall promptly settle all payment and other sums due to the other under the terms of this Appointment;

- the Parties hereto shall cooperate with each other to do all things reasonably necessary to bring the arrangement under this Appointment to an effective and expedient end;

11.2. The Parties shall continue to observe and abide by their obligations as to confidentiality as set out in Clause 10 above.

11.3. The determination of this Appointment for whatsoever reason shall not affect or prejudice the accrued rights and remedies of either Party.

11.4. Except as otherwise expressly provided in this Appointment, neither Party shall have any further obligation to the other Party hereunder upon its due determination for whatsoever reason.

**12. FORCE MAJEURE**

12.1. In the event of a Force Majeure event, the Party affected by the Force Majeure shall promptly notify the other Party in writing of the nature and extent of the Force Majeure in question.

12.2. An event or circumstance shall not be excused as Force Majeure, if it could reasonably be circumvented through use of alternative sources, work-around plans, or other means as may be agreed between the Parties.

12.3. Subject to Clause 12.2 above, neither Party shall be deemed to be in breach of this Appointment or otherwise be liable to the other for any delay in the performance or non-performance of any of its obligations herein under to the extent that the delay or non-performance is due to a Force Majeure of which it has notified the other Party. In such circumstances, the time for performance of the respective obligation shall be extended accordingly as appropriate.

12.4. Notwithstanding the foregoing, should the Force Majeure prevail for a continuous period of thirty (30) days, the Registrant may terminate this Appointment by notice in writing with immediate effect whereupon the provisions of Clause 10 and Clause 11 above shall apply.

**13. NATURE OF APPOINTMENT**

13.1. ICL is an independent business and neither it has nor will have any power, right, or authority, nor will ICL represents that ICL has any power, right, or authority, to bind the Registrant or to assume or to create any obligation or responsibility, express or implied, on behalf of the Registrant. Nothing stated in this Appointment shall be construed as constituting ICL and the Registrant as partners or joint venture parties or as creating relationship of employer and employee, master and servant, or principal and agent between the parties.

**14. VOID AND UNENFORCEABLE PROVISIONS**

14.1. In the event that any provision of this Appointment is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner to achieve the intention of the Parties without illegality, or at the discretion of the Registrant, the offending provision may be severed from this Appointment and the remaining provisions of this Appointment shall remain in full force and effect.

14.2. Notwithstanding the aforegoing, in the event that the Registrant considers or concludes that the purpose or effect of any such declaration is to defeat the original intention of the Parties, the Registrant shall be entitled to terminate this Appointment by fourteen (14) days written notice to ICL whereupon the provisions of Clause 10 and Clause 11 above shall apply accordingly.

**15. AMENDMENTS**

15.1. All modification, addition or amendment of the terms and conditions herein appearing shall be recorded by a formal instrument in writing duly signed by the respective duly authorised representatives of the Parties.

15.2. Notwithstanding the aforegoing, the Registrant may modify this appointment from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry and Domain Provider(s). Any revisions or modifications to this appointment shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registrar's website and such amendments shall be binding upon the Registrant.

**16. NOTICE**

16.1. Any notice or other communication required or permitted to be delivered to any Party under this Appointment shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by fax during business hours) to the address or fax number or email address hereinabove stated.

16.2. The Parties hereto shall as soon as possible give notice to the other Party of any change in their respective principal places of business, and telephone or facsimile numbers or email address.

**17. MISCELLANEOUS**

17.1. The failure of the Registrant or ICL to enforce any one or more of the terms or conditions of this Appointment at any time or for any period shall not be deemed to be a waiver of the right to subsequently enforce all or any of the terms and conditions of this Appointment.

17.2. Any right or remedy to which either Party is or may become entitled to under this Appointment may be enforced from time to time separately or concurrently with any right or remedy existing under this Appointment or as hereafter provided for or arising by operation of law so that such rights and remedies are not exclusive of the others but cumulative.

17.3. This Appointment contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior arrangements between the Parties whether written or oral.

17.4. This Appointment shall be governed by and construed in all respects in accordance with the laws of Myanmar and Parties agreed to submit to the exclusive jurisdiction of the courts of Myanmar.

_____

Acknowledged by

_____

Name, Designation, Date

_____

Business Address, Phone Number and Company Stamp