

Deed of Covenant (IPv4 brokers)

Date: 11 July 2022

By:

EscrowTele.Com Limited (CR No. 3157185)
Office Room Number 77, 7/F, Woon Lee Commercial Building,
7-9 Austin Ave, Tsim Sha Tsui, Kowloon, Hong Kong, 999077

(Listed Broker)

To:

APNIC PTY LTD ACN 081 528 010
(APNIC)

In consideration of APNIC agreeing (at the Listed Broker's request) to list the name of the Listed Broker on APNIC's website, as a broker for the potential transfer of IPv4 addresses and other Internet address resources (Internet Resources), the Listed Broker covenants and agrees with APNIC as follows:

1. The Listed Broker agrees that, in arranging for and giving effect to the transfer of Internet Resources, it will:
 - a. conduct the transfer processes in a fair, honest and transparent manner;
 - b. act in good faith in its dealings with both the sources and the recipients, and potential sources and recipients, of Internet Resources (Transaction Parties), and with APNIC;
 - c. accurately represent to the Transaction Parties, the address management policies (Address Management Policies) published by APNIC and the other regional Internet Registries from time to time, including without limitation, those policies relating to the transfer of Internet Resources;
 - d. use commercially reasonable endeavours to ensure that the Transaction Parties comply with all the Address Management Policies;
 - e. comply with all applicable law.
2. The Listed Broker agrees that the exclusion of liability and indemnity provisions set out in clause 3.3 of the Membership Agreement between it and APNIC, extend to cover all losses, damages and liabilities arising out of or in connection with:
 - a. this document; and/or
 - b. the listing of the name of the Listed Broker by APNIC on the APNIC website, as if they were losses, damages and liabilities arising out of or in connection with the Membership Agreement.
3. The Listed Broker accepts that APNIC may, in its absolute discretion and without notice to the Listed Broker:
 - a. choose whether or not to publish a list of brokers who have agreed to enter into a deed of covenant similar to this document, or;
 - b. temporarily or permanently suspend the publication of such list; or
 - c. remove the name of the Listed Broker from such list (if one exists) if it considers that the Listed Broker has breached any of its promises set out in this document.

This Deed of Covenant is governed by the laws of Queensland, Australia, and the Listed Broker and APNIC both irrevocably submit to the jurisdiction of the courts of Queensland, Australia.

Executed by Listed Broker

By way of a Deed Poll

Signature:



Ilya Zubkov,
Director of EscrowTele.Com Limited