



# APPENDIX.D.7.1

Venture Partners and Four Seasons  
Commitment

**EVIDENCE OF COMMITMENT**

**TO:** ICANN  
**FROM:** VENTURE PARTNERS MULTIMEDIA III  
 FOUR SEASONS VENTURE III  
**SUBJECT:** GLOBAL NAME REGISTRY  
**DATE:** SEPTEMBER 29<sup>th</sup>, 2000

Taking into consideration ICANN's New TLD Application Instructions and the Application Form for the Registry Operator's Proposal, especially D13.4.4., please be advised that the undersigned parties have committed an aggregate amount of US\$5,000,000 in The Global Name Registry Limited ("GNR") in connection with its application to ICANN for the delegation to operate top-level domain name(s).


This commitment is subject to:

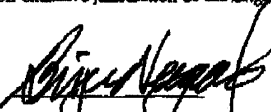
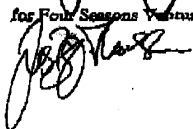
- a) the successful delegation by ICANN of a top level domain name(s) to GNR in terms not materially different to the October 2<sup>nd</sup>, 2000 proposal;
- b) the ICANN delegation referred to in paragraph (a) above being conferred on or before March 31<sup>st</sup>, 2001; and
- c) the parties entering into a subscription agreement pursuant to which US\$5,000,000 will be invested in GNR, a shareholders' agreement which will regulate the management and control of GNR, and any other documentation ancillary thereto, to be finalised within 14 days.

Each party has signed this to record its intention to negotiate in good faith documentation to record the agreements contained herein. Further, this Commitment letter is intended as an outline only and does not purport to summarise all of the terms of the investment.

This Commitment letter is governed by and is to be construed in accordance with the laws of England, and the parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts.

Signed

  
 for Venture Partners  
 Multimedia III

  
 for Four Seasons Venture  




# APPENDIX.D.7.2

Nameplanet.com commitment

## Appendix D.7.2

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### EVIDENCE OF COMMITMENT

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**TO:** ICANN  
**FROM:** LARS-ODIN MELLEMESTER  
**SUBJECT:** GLOBAL NAME REGISTRY PROPOSAL  
**DATE:** SEPTEMBER 27<sup>TH</sup>, 2000

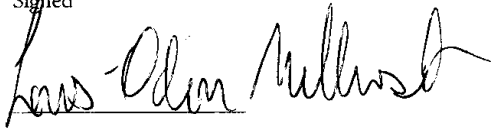
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The Board and management of Nameplanet.com are committed to the success of the GNR proposal for a new TLD. The investors in GNR have committed to an amount of US\$5million and Nameplanet.com would like to add the following statement.

To meet the maximum operational requirement of US\$7.5 million, Nameplanet.com has cash reserves substantially in excess of US\$2.5 million and, if required, is prepared to underwrite the funding, subject to Board approval.

I expect the Board of Nameplanet.com to ratify this action on or before ICANN delegation for the requested TLD.

Signed



Lars-Odin Mellemester

CEO, Nameplanet.com



# APPENDIX.D.7.3

Term Sheet



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Venture Partners Multimedia III, Four Seasons Venture III – Memorandum of terms

Global.Name Registry Ltd. – Sept. 2000

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- 1. Company** Global.Name Registry Ltd. (to be established)
- 2. Investors** Venture Partners Multimedia III AS and Four Seasons Venture III AS
- 3. Price** USD 5 million before the transaction on a fully diluted basis.
- 4. Investment** USD 5,020,000, \$5m shared equally between VPMIII and FSVIII and a further USD 20,000 to be invested by a third party mutually agreeable to the Company and the Investors, consent not to be unreasonably withdrawn
- 5. Ownership** After the transaction the ownership of the company will be:
- |                          | Value (USD)         | Share %         |
|--------------------------|---------------------|-----------------|
| NamePlanet.com           | No cash             | 49.9 %          |
| VPM III                  | 2.5 million         | 24.95 %         |
| Four Seasons Venture III | 2.5 million         | 24.95 %         |
| Third Party Investor     | 20,000              | 0.2 %           |
| <u>Sum</u>               | <u>10.2 million</u> | <u>100.00 %</u> |
- 6. Securities** Shares of a new class of senior preference shares (the “Senior Preferred”), initially convertible on a one-for-one basis into Common Stock of the Company, with such ratio subject to adjustment for recapitalization and antidilution events.
- 7. Liquidation Preference** In the event of any liquidation, dissolution or winding up of the Company, the holders of shares of Senior Preferred shall be entitled to receive, in preference to holders of Common Stock and other preferred stock, if any, an amount equal to the original issue price of the Senior Preferred (as adjusted for stock splits, combinations, recapitalizations and the like), plus declared and unpaid dividends. Following the payment of the Liquidation Preference, the remaining assets of the Company will be distributed to the Common Stock on an as converted basis. A merger or sale of control of the Company shall be deemed to be a liquidation, dissolution or winding up for the purposes of the liquidation preference.

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- 8. Dividends** The holders of Senior Preferred shall be entitled to receive prior to any payment of dividends on the Common Stock, non-cumulative dividends at the rate of 6% per share per annum when, as, and if declared by the Board of Directors.
- 9. Antidilution Protection:** The conversion price of the Senior Preferred shall be subject to weighted average anti-dilution protection; provided, however, that the weighted average anti-dilution protection shall be subject to standard carve-outs, including without limitation (i) securities issued to officers, directors and employees of, and consultants to, the Company pursuant to plans and arrangements approved by the Board of Directors; (ii) securities issued in connection with a merger or acquisition by the Company, or in connection with strategic partnerships.
- 10. Right of First Refusal** Each holder of Senior Preferred and Common Stock shall have a right of first refusal to purchase its pro rata share of offerings of new securities of the Company other than sale of securities issued to employees, customers, suppliers, OEM's (or other strategic partners), directors or consultants or pursuant to acquisitions in each case pursuant to plans or agreements which have been approved by the Board of Directors.
- 11. Voting Rights** The holder of each share of Senior Preferred shall have the right to that number of votes equal to the number of shares of Common Stock issuable upon conversion of such shares of Senior Preferred. In addition, holders of Senior Preferred representing at least 15% of the Company's voting shares shall have a prior consent right with respect to significant corporate transactions.
- 12. Optional Redemption** Each holder of Senior Preferred Stock shall have right to require redemption, subject to Board approval, of up to one-half of its Senior Preferred Stock on each of the 5th and 6th anniversaries of the Closing, with right to carry forward such redemption to subsequent anniversaries to extent not exercised in full on an applicable redemption date. The redemption price per share shall be equal to the original Senior Preferred price per share plus all dividends accrued or declared thereon but unpaid.

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- 13. Registration Rights** The Senior Preferred will have standard registration rights, including two demand (in any 12 month period) and unlimited piggyback registration rights. The Company will not be obligated to effect any demand registration right prior to six months after the effective date of the Company's first registered public offering of its stock.
- 14. Co-Sale/  
Forced Sale** The Senior Preferred holders shall have the right to include in sales of stock to third parties by the founders and principal stockholders, subject to normal carve-outs, a proportionate amount of stock held by them. In addition, holders of 60% or more of the Senior Preferred holders shall have the right to force the sale of the other shareholders' shares in a sale by such holders of their shares to a third party who is not an affiliate of such holders as long as the Senior Preferred holders account for more than 15% of the total outstanding voting shares.
- 15. Shareholder agreement** A shareholder agreement will be established that will regulate:
- Appointment of CEO and important strategic decisions that require board approval must be approved by the Investors
  - The investors are given the right to appoint 2 out of 5 board members
  - An option pool for recruitment of key employees should be established .
- 16. Conditions** The offer is subject to the following conditions
- A signed statement from Hakon Haugnes and Board of Directors of NamePlanet.com that the investors has been given full and correct information to evaluate the company
  - Completion of satisfactory documentation
  - Receipt of all necessary approvals
  - Agreement by the parties on a satisfactory third party investor
- 17. Share holder obligations** NamePlanet.com ltd obliges itself to commit 100% of Hakon Haugnes' time and 25% of Geir Rasmussen's time until the



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- company has hired sufficient resources to move forward on a fully operational basis without these resources.
- 18. Transaction cost** Global.Name Registry Ltd. will cover the investors' legal and accounting due diligence cost if the transaction is executed, the total amount being limited to a maximum of \$25,000.
- 19. Reporting** Within 60 days after the end of each fiscal year, the Company will deliver to each holder of Senior Preferred audited consolidated balance sheets, statements of income and statements of changes in financial position for such year, prepared in accordance with generally accepted accounting principles ("GAAP"). In addition, so long as a Series A Investor continues to hold at least 5% of the outstanding shares of the Company, the Company shall deliver to such holder: within 15 days after the end of each month, unaudited monthly balance sheets, statements of income and statements of changes in financial condition for such period prepared in accordance with GAAP.
- 20. Validity** The offer is given subject to approval of VPM III and FSV III respective investment committees.
- 21. Confidentiality** The Company and NamePlanet.com management agrees that this offer or its content shall not be communicated to any outside party without the investors consent.
- 22. Employee option pool** Following the investment by the investors, the Company will establish an option pool available for employee share options by a minimum of 5 % of the shareholding
- 23. Provision for maximum ownership NamePlanet.com Ltd.** for It is the agreement of the parties that NamePlanet.com Ltd. will commit to never own, directly or indirectly, more than 49,9% of Global.Name Registry Ltd.
- 24. PR Clause** The Company will mention every time it issues a press release and as long as the Investor demands it, that it is backed by the investors. The company will also include in its press releases a short description of the investors(to be mutually agreed between the investors and the Company). This clause will terminate at the earliest of (a) five years, (b) the Company's Flotation Date or (c) the Investor's stake decreasing below 10% of the Company's share capital on a fully diluted basis.  
**The investors will mention every time it issues a press release**

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**(and when appropriate) that it has invested in Global.Name Registry Ltd. and, when appropriate, a short description of Global.Name Registry Ltd. (to be mutually agreed by the investors and Global.Name Registry Ltd.). This clause will terminate 18 months after the Closing Date.**

This Term Sheet has to be accepted in signing by all Board Directors of NamePlanet.com Ltd. by Saturday Sept. 30, 2000 at 12.00 Central European Time.

*Andreas Müller* *Andreas Müller*