

DOMAIN NAME LICENSING AGREEMENT

This Domain Name Leasing Agreement (the "Agreement") is entered into as of the date of purchase by and between the following two parties:

The Lessee: Customer (You)
Legal Address: As stated during lease purchase online

The Lessor: Asif Nawaz
Legal Address: 305 Garnet Center, Block 8, Clifton, Karachi – 75600, Pakistan

WHEREAS:

- The domain name to be used by the Lessee as an address on its website is registered under the name of the Lessor who has full proprietary rights to such a domain name;
- To facilitate the Lessee to operate its website, the Lessor agrees to Lease the domain name mentioned above to the Lessee in accordance with the terms and conditions set forth herein.

1. DEFINITIONS

- a. "Domain Name" means the domain name owned by Lessor (for example, *asifnawaz.net*), that has been registered by the Lessor.
- b. "Authorized Territory" means worldwide.
- c. Domain Name Lease or Leasing for the specified period means direction of DNS to the Lessee's (or host's thereof) DNS servers for the time period specified, from the date of lease purchase. Any lapse time that occurs during such a switch is to be considered part of the Lease.

2. GRANT OF LEASE AND LEASE FEE

- a. Lease. The Lessor hereby grants the Lessee a non-exclusive Lease to use the Domain Name for the purpose of operating the Lessee's website within the Authorized Territory for the Lease period. Without prior written consent of the Lessor, the Lessee shall not transfer, lease or pledge the Domain Name to any third party, nor shall the Lessee sublease the Domain Name. The Lessor reserves the right to use, or Lease a third party to use, the Domain Name within the Authorized Territory upon expiration of this Lease.
- b. Lease Fee. Considering that the Lessee shall pay rent to the Lessor stated on the online store located at http://www.asifnawaz.net/shopping_store, the Lessor agrees to Lease the Lessee to use the Domain Name for the period specified and paid for in advance.

3. TERM OF LEASE & RENEWAL

- a. The term of the Lease under this Agreement shall be determined by the Lessee's purchase price paid while signing up for the leasing/rental online at http://www.asifnawaz.net/shopping_store.
- b. The Lease or Lease can be renewed up to 12 months at a time at an increase rate of no more than 33% of the original, non-discounted rate. A notice of renewal MUST be submitted to Asif Nawaz in written (via email at the legal address specified herein or at domains@asifnawaz.net). The Lease is renewed and the least extended ONLY after both parties have agreed to do so.

4. REPRESENTATIONS AND WARRANTIES BY THE LESSOR

- a. The Lessor has all necessary right, power and authorization to sign and perform all the obligations under this Agreement.
- b. The Lessor has the exclusive ownership of the Domain Name and there are no disputes with any third party over the proprietary rights to the Domain Name.
- c. The execution and performance of this Agreement by the Lessor will not constitute or result in a violation of any material agreement to which the Lessor is a party or by which the Lessor or its assets are bound.

5. REPRESENTATIONS AND WARRANTIES BY THE LESSEE

- a. The Lessee has all necessary right, power and authorization to sign and perform all the obligations under this Agreement.
- b. The execution and performance of this Agreement by the Lessee will not constitute or result in a violation of any material agreement to which the Lessee is a party or by which the Lessee or its assets are bound.

6. PROTECTION OF DOMAIN NAME

- a. The Lessee shall guarantee that its use of the Domain Name during the term of the Lease will not violate any applicable law in the Authorized Territory.
- b. The Lessee shall make its best effort to protect the reputation of the Domain Name when using the Domain Name. The Lessee shall assume all responsibilities and liabilities arising from the Lessee's operation of the website.
- c. The Lessee shall immediately notify the Lessor in writing of any infringement of rights to the Domain Name and assist the Lessor to take all actions appropriate against such infringement.

- d. The Lessee agrees that it will not, during the term of the Lease or thereafter, challenge the Lessor's title or rights to the Domain Name or the validity of this Lease.
- e. Use of the Domain Name does not entitle the Lessor, implied or directly, to any Trademarks, Patents, or Copyrights on the Domain Name.

7. CONFIDENTIALITY

- a. The Parties acknowledge and confirm that any oral or written material concerning this Agreement exchanged between the Parties is confidential information. The Parties shall protect and maintain the confidentiality of all such confidential information, and neither Party shall disclose to any third party such confidential information without the other Party's written consent, except (a) data or information that is in the public domain, has been published, or is generally known to the public, provided that it is not released by the receiving party, (b) data or information that shall be disclosed pursuant to applicable laws or stock exchange regulations, (c) data or information that shall be disclosed to one of the Parties' shareholders, legal counsel, auditor or financial counsel who are also under similar obligations to maintain the confidentiality of the information, and (d) data or information that shall be disclosed to potential purchasers or other investors of equity interests or assets of either Party or to bond or stock finance providers who are also under similar obligations to maintain the confidentiality of the information.

8. GOVERNING LAW AND DEFAULT

- a. The execution, validity, interpretation, performance, implementation, termination and settlement of disputes of this Agreement shall be governed by the laws of Islamic Republic of Pakistan.
- b. Any violation of any clause in this Agreement, or non-performance or partial performance of this Agreement, or making of false representations or warranties, or intentional misrepresentation or omission of material facts, or non-performance of representations and warranties by either party shall constitute breach of this Agreement. The breaching party shall bear all the responsibilities arising from such breach of agreement.

9. AMENDMENT

- a. No amendment to this Agreement shall be effective unless such amendment has been agreed to in writing by both.

10. DISPUTE RESOLUTION

- a. The parties shall try to settle any dispute arising from the interpretation or performance of this Agreement through negotiation in good faith. In the event that no settlement can be reached through negotiation, either party may submit such matter to arbitration.
- b. Disputes shall be submitted to High Court of Sindh. The Arbitration Act of 1940 shall be the governing law.
- c. Arbitration awards shall be final and binding upon the parties and shall be enforceable in accordance with their terms. Arbitration expenses (including without limitation to arbitration fees and legal fees) shall be borne and reimbursed by the losing party.