DOMAIN NAME SALE AGREEMENT

20104/2018/3672/ONP PERTNERS/04/ONP DESURBAKES

 CNP Partners de Seguros y Reaseguros, S.A., a company registered under the laws of Spain with the Trade and Companies Registry of Madrid with tax identification number A28534345 and whose registered office is located at Carrera de San Jerónimo nº 21, 28014 Madrid, Spain,

Represented by Jean-Christophe Mérer acting in his capacity of CEO and duly empowered hereto.

Hereafter referred to as "the Seller"

AND

 CNP ASSURANCES (a French limited liability company) a company registered with the Trade and Companies Registry of Paris under the number 341 737 062 and whose registered office is located 4 place Raoul Dautry, 75015 Paris, France,

Represented by Agathe SANSON acting in her capacity of *Directrice de la communication et du* marketing stratégique and duly empowered hereto.

Hereafter referred to as "the Purchaser"

Hereafter collectively referred to as "the Parties".

WHEREAS:

- (A) CNP Partners owns domain names as listed in Exhibit 1(hereafter referred to as "the Domain Names").
- (B) The Purchaser desires to acquire rights, title and interest in the Domain Names from the Seller and the Seller of the Domain Names desires to sell all rights, title and interest in the Domain Names to the Purchaser.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. SALE OF DOMAIN NAME

Seller agrees to sell, assign, and transfer to Purchaser, all right, title and interest in and to the identified Domain Names (hereafter collectively referred to as the "Property"). This Agreement does not relate to any website content.

2. SELLER'S WARRANTIES AND DUTIES.

2.1 Seller hereby represents and warrants that, to the best of his knowledge, Seller is the sole lawful owner of and has good and marketable title to the Property free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell, assign and transfer the Property. Seller also warrants that Seller does not currently know of and has no reason to know of any third party claim to any right, title, or use of the Property. Seller will not execute any agreement in conflict with this Agreement.

2.2 After receipt of full payment for the domain name, the Seller will within five (5) business days **take the necessary actions required to** transfer title of the Property and to change the registered ownership of the Domain Names with InterNic or other authorized entity.

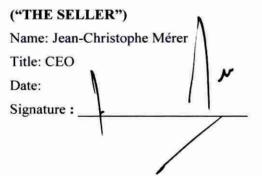
3. CONSIDERATION

3.1 As consideration for the sale of the domain name the Purchaser promised to pay the Seller the amount of 975 €. This sum shall be paid by bank transfer within forty days from the date this Agreement becomes effective. In the event that payment is not timely received this Agreement may be cancelled by the Seller at the Seller's sole discretion.

4. MISCELLANEOUS

- 4.1 Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among the parties hereto, with respect to the subject matter hereof.
- 4.2 Amendment and Waivers. This Agreement may be amended only by an instrument in writing signed by the parties hereto. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.
- **4.3** Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- 4.4 Governing Law. This agreement is governed by the French law and any dispute arising between the Parties as to its interpretation or execution shall be, if not amicably resolved, brought before the Paris first instance court.
- 4.5 Effective Date. The effective date of this Agreement shall be the date signed by the parties. If the parties sign on different dates, the effective date shall be the date of the last signature.

CNP PARTNERS DE SEGUROS **20** AVR. 2018 REASEGUROS, S.A.



CNP ASSURANCES ("THE PURCHASER")

Name: Agathe SANSON

Title: Directrice de la communication et du marketing stratégique

Date: Signature :

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EXHIBIT 1 – List of Domain names

youse.es

. .

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- youse.eu
- youse.pt
- youser.es
- AAAAAA youser.eu
- youser.pt



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CNP PARTNERS <u>Nereida CANO GUARDIOLA</u> Abogada Legal & Compliance

Carrera de San Jerónimo, 21

28014 Madrid Espana

Paris, 23th April 2018

LEGAL DEPARTMENT

Dear Nereida,

Concerning the transfer of the 6 domain names (youse.es, youse.eu, youse.pt, youser.es, youser.eu, youser.pt), please find attached the original of the Domain Name Sale Agreement duly signed and dated by both parties.

Kind regards,

Ayako Dao

CNP Assurances I Siège social : 4, place Raoul Dautry 75716 Paris cedex 15 I Tél. : 01 42 18 88 88 I www.cnp.fr I Groupe Caisse des Dépôts Société anonyme au capital de 686 618 477 euros entièrement libéré I 341 737 062 RCS Paris I Entreprise régie par le code des assurances



Transferencias - Detalle de	una transferencia recibida nacional	
Datos de la transferencia		
> Datos generales:		
Tipo de transferencia:	INDIVIDUAL	
Nombre del beneficiario:	CNP PARTNERS DE SEGUROS	
Importe transferencia:	975,00 EUR	
Fecha valor:	23/04/2018	
Gastos por cuenta de:	COMPARTIDOS	
Cuenta de abono (IBAN):	ES45 0049 1182 3523 1008 0762	
Concepto:	NOM DE DOMAINE YOUSE	
> Datos del ordenante:		
Nombre:	CNP ASSURANCES	
Banco/oficina de origen:	1812 9000	

Opciones relacionada:

Ver detalle de transferencia en PDF