

SUPPLEMENT TO NEW gTLD AUCTIONS BIDDER AGREEMENT

This SUPPLEMENT TO NEW gTLD AUCTIONS BIDDER AGREEMENT (the “Supplement”) shall be effective as of the first date of the signature below by and between the Auction Manager and the Bidder identified in the signature block, and shall amend by supplement the parties’ previously executed New gTLD Auctions Bidder Agreement (the “Bidder Agreement”) as follows:

1. The terms of this Supplement shall be applicable exclusively for Auctions with Indirect Contention, which rules are prescribed by the *Auction Rules for New gTLDs: Indirect Contention Edition* (“Indirect Contention Rules”), and any reference to “Auction Rules” therein the Bidder Agreement in the instance of any Auction for Indirect Contention shall be instead a reference to the Indirect Contention Rules.
2. Article 2.6, in the event of any Auction for Indirect Contention, shall instead read in its entirety as follows:

Anti-Collusion Rules. The Bidder and the Qualified Applicant each acknowledges that, for each Contention Set in an Auction, there will be a Blackout Period, extending from the Deposit Deadline for the Auction until full payment has been received in the Auction Bank Account from the Winner of the Contention Set, pursuant to clause 55, or another Bidder, pursuant to clauses 57-59 of the Auction Rules, and that the following rules relate to the Blackout Period:

(a) During the Blackout Period, all applicants for Contention Strings within the Contention Set are prohibited from cooperating or collaborating with respect to, discussing with each other, or disclosing to each other in any manner the substance of their own, or each other's, or any other competing applicants' bids or bidding strategies, or discussing or negotiating settlement agreements or post-Auction ownership transfer arrangements, with respect to any Contention Strings in the Auction. The provisions of this section shall not prohibit cooperation or collaboration among two or more Applications in the same Contention Set that were filed by the same applicant or were filed by applicants under the common control of the same entity, provided that the same Bidder has been designated for each Application.

(b) The prohibition against these activities applies only with respect to Contention Strings that are within Blackout Periods; during the same time periods, applicants are permitted to engage in these activities with respect to other Contention Strings that are not within Blackout Periods and applicants are permitted to engage in discussions unrelated to Contention Strings.

(c) ICANN and the Auction Manager shall be permitted to disclose to other Bidders for the Contention Set that multiple Applications were filed by the same applicant or were under the common control of the same entity.

Except to the extent modified by the provisions of this Supplement, the terms and conditions of the Bidder Agreement will otherwise continue with full force and effect in the event of any Auction for Indirect Contention. This Supplement shall not amend, in any way, the full force and effect of the previously executed Bidder Agreement for the application of Auctions not specified with Indirect Contention. Unless otherwise defined in this Amendment, all capitalized terms have the meaning given to them in the Agreement.

AGREED:

Power Auctions, LLC

Qualified Applicant

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Designated Bidder [if applicable]

Signature: _____

Print Name: _____

Title: _____

Date: _____