



<SPECIFIC-DOMAIN>.BANK Request for Proposal Agreement

This Request for Proposal Agreement (the "Agreement") is between fTLD Registry Services, LLC, a Delaware Limited Liability Company, with its principal place of business located at 600 13th Street, NW, Suite 400, Washington, DC 20005 USA ("Registry Operator"), and

_____, a
_____, with its principal place of business located at _____ (the "Registrant"), and takes effect on the later of the dates appearing in the signature block, below (the "Effective Date"). Registry Operator and Registrant may be referred to individually as "Party" and collectively as the "Parties."

WHEREAS, Registrant has submitted a Proposal for <SPECIFIC-DOMAIN>.BANK (the "Domain Name") to Registry Operator;

WHEREAS, Registry Operator has selected the Registrant's Proposal;

WHEREAS, Registry Operator will provide the Registrant with an Authorization Code or an equivalent method to permit it to register for the Domain Name with any fTLD-approved ICANN Accredited Registrar (hereafter, "Registrar") of its choice;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrant, intending to be legally bound, hereby agree as follows:

I. TERM

Subject to the terms and conditions set forth in this Agreement, Registry Operator grants Registrant the right to register the Domain Name for an initial Registration period of two (2) years (the "Initial Registration Period"), for the purpose of operating the website per the terms set forth in Exhibit A.

Subject to its continued compliance with the terms and conditions of this Agreement, and fulfillment of its material obligations hereunder, after the Initial Registration Period (and after each renewal term thereafter) Registrant shall have the right (but not the obligation) to renew its Registration of the Domain Name in accordance with standard Registry Operator Policy (i.e., up to a maximum of a ten (10) year term/per renewal).

In the event Registrant chooses not to exercise its right to renew, Registrant must notify Registry Operator in writing of its intention not to exercise its right to renew its registration of the Domain Name no less than sixty (60) days prior to the expiration date.

Unless terminated, this Agreement shall remain in effect for the term of Registrant's Registration of the Domain Name through a Registrar. Each renewal of Registrant's Registration in accordance with and as permitted above shall be deemed a renewal of this Agreement.

Upon the termination or expiration of this Agreement: (i) any and all rights of Registrant to the Registration of the Domain Name shall be terminated, and all rights to the Registration of the Domain Name shall revert to Registry Operator; and (ii) Registry Operator may grant Registration rights to the Domain Name to any eligible entity or person in its sole discretion, and Registrant shall have no rights or recourse against Registry Operator relating to the promotion or use of the Domain Name by any other such entity or person; provided, however, that in no event shall the termination or expiration of this Agreement, or Registrant's loss of Registration rights with respect to the Domain Name hereunder, affect or impair (or be deemed to affect or impair) Registrant's rights to assert trademark and other intellectual property rights in and to the Domain Name, if any, against a third party in connection with said party's use and/or registration of the Domain Name.

II. COVENANTS

That Registrant's eligibility to register for and use the Domain Name is subject to all the terms, conditions, policies and requirements contained in the Proposal, the Registration Agreement and this Agreement. As between the Parties, in the event of a conflict between the Proposal, the Proposal Agreement or the Registration Agreement, the Proposal shall take precedence over the Registration Agreement and the Proposal Agreement shall take precedence over both the Proposal and the Registration Agreement.

Registrant acknowledges that all of the information and representations that it provided in its Proposal are current, complete, reliable and accurate and any material misrepresentations in the Proposal or in the registration process will be deemed a breach of this Agreement and constitute a sufficient basis for withdrawing Registrant's eligibility to register the Domain Name and/or denial, rejection or termination of the registration of the Domain Name;

Registry Operator shall provide an Authorization Code or an equivalent method to Registrant within five (5) business days of the Effective Date of this contract enabling it to register the Domain Name with a Registrar;

Registrant agrees, as more fully described in Exhibit A to this Agreement, that it must launch a fully compliant Domain Name website within six (6) months after receipt of the Authorization Code or an equivalent method from Registry Operator, and have fully migrated its existing business operations from its previous domain name to the Domain Name website within 18 months of the receipt of the Authorization Code or an equivalent method;

Registrant's failure to launch and maintain the Domain Name website as specified in the Proposal and this Agreement may, at fTLD's sole discretion, result in the imposition of

additional fees until such time as the Registrant is in compliance with this Agreement or, if the Registrant fails to comply, the revocation of the Domain Name; and

The Domain Name may not be assigned, transferred, sold or conveyed to any third party except in connection with a sale of all or substantially all of the equity assets of the Registrant and in accordance with ICANN's Inter-Registrar Transfer Policy. In such circumstances, and as a condition of assignment, transfer, sale or conveyance the successor must confirm, in writing to Registry Operator, and agree to be bound to all the terms, conditions, policies and requirements contained in the Proposal, the Registration Agreement and this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FTLD REGISTRY SERVICES, LLC

[REGISTRANT]

By: _____

By: _____

Date: _____

Date: _____

Exhibit A – Implementation Deliverables & Associated Timeline

This document is an Exhibit to the Request for Proposal Agreement entered into between the undersigned Parties setting forth the implementation deliverables and associated timelines for the award of the domain name <SPECIFIC-DOMAIN>.BANK. This Exhibit incorporates representations proposed by the Registrant in its RFP submission as well as any subsequent negotiations mutually agreed to by the Parties during the negotiating of this Agreement.

DELIVERABLES/TIMELINE

- Registry Operator will provide the Authorization Code or an equivalent method via secure electronic means to the Registrant within five (5) calendar days upon the effective date of this Agreement;
- Registrant shall provide Registry Operator a preliminary assessment of all technical service provider(s) capabilities to meet these deliverables within two (2) months of receipt of the Authorization Code or an equivalent method from Registry Operator;
- Registry Operators will endeavor to facilitate Registrant’s preparation of this preliminary assessment through established working relationships with a number technical service providers, and additional insight gained from consultations from other .BANK registrants that have migrated their existing banking operations;
- Registrant agrees to launch a fully compliant¹ Domain Name website within six (6) months after the receipt of the Authorization Code or an equivalent method from Registry Operator;
- Registrant agrees to launch or fully migrate² its business operations on the Domain Name website within 18 months of the receipt of the Authorization Code or an equivalent method; and
- Registrant will participate in any follow-up case studies undertaken by Registry Operator for the launch/migration of the Domain Name website.

Registrant’s unexcused failure to create, launch, or operate the website in accordance with material terms of this Agreement shall constitute a material breach of its obligations, and will result in Registry Operator undertaking a subsequent reallocation process at its expense. The service fees associated with Registrant’s non-compliance shall be: \$1,250 for failure to achieve the six (6) month fully compliant Domain Name website, an additional \$1,250 for ongoing failure to achieve the six (6) month fully compliant Domain Name website; and revocation of the Domain Name for failure to achieve the six (6) month fully compliant Domain Name website by eighteen (18) months of the effective date of this Agreement.

¹ A Domain Name website in compliance with fTLD’s Policies and Requirements located at www.register.bank/policies as well as terms and conditions of the registration including the Registration Agreement, Request for Proposal Agreement and the Proposal.

² A launched or fully migrated Domain Name website is (i) in compliance with fTLD’s Policies and Requirements; (ii) is the bank’s primary consumer-facing website (e.g., where online banking is conducted and is hosted in the parent zone (i.e., .BANK), where loan payments are made electronically); and (iii) does not redirect from the Domain Name website to any Top-Level Domain other than .BANK.

If during the implementation/migration Registrant encounters any issue with a technical service provider(s) that potentially impedes Registrant's ability to meet the terms of this Agreement, Registrant shall IMMEDIATELY bring this to the attention to the Registry Operator so that the Parties can evaluate potential options to resolve.