

## **Trustee Agreement for Local Presence Services under .SK**

**between Partner**

**and „Trustee“  
Yegon s.r.o.  
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821 08 Bratislava  
Slovak Republic  
VAT: SK2020245700**

### **1. Preamble**

The Partner wishes to enter into a domain registration agreement with the Central registry of .sk domain (SK-NIC a.s., <http://www.sk-nic.sk>) requiring a local representative for non residents of the Slovak republic. Depending on the rules of SK-NIC, the holder of .sk domain must be a slovak citizen or company registered in the Slovak republic. Trustee domain owner (Trustee) will assume this role for the Partner.

### **2. Obligations of Trustee**

- Trustee undertakes to administer the domain name as a trustee. Domain name will be registered on handle „YEGO-0001“ (domain holder).
- Trustee will forward all correspondence relating to the domain to the Partner. Specifically it will not dispose of the domain and will follow the Partner's instructions unless professional legal review shows them to be illegal or in conflict with the contractual agreements.
- Trustee will only make decisions without prior consultation with the Partner if specific need makes it impossible to wait for the Partner's instruction
- Trustee will not modify, renew, sell, transfer or delete the domain name without previous Partner's authorisation of such change

### **3. Obligations of the Partner**

- The Partner will ensure that the domain name and the content and services offered through the domain name do not infringe the rights of third parties or general statute.
- The Partner undertakes to keep its contact data up to date at all times and to notify any changes in these to Trustee without delay.
- The Partner further undertakes to forward all information relating to the domain to Trustee if this is relevant to the registration agreement
- Correspondence is predominantly forwarded by e-mail. Information sent by Trustee to the Partner is deemed to have been delivered.

### **4. No monitoring obligation**

Trustee does not check if the registration of the domain or the content or services offered through the domain name infringe prevailing law or third party rights. However, in the event that Trustee determines that the domain name or content or services offered through this infringes prevailing law or third party rights, Trustee is entitled to make accordant complaints, which need to be responded to by the Partner within the reasonable time .

Trustee is entitled to have the domain name deleted and/ or to terminate the Trustee agreement or resign from the position of Trustee. In urgent cases, Trustee is entitled to have the domain name deleted and/ or to terminate the Trustee agreement, resign from the position of Trustee without prior notification or warning. This applies specifically to violations of criminal law.

### **5. Procedures for disputes with third parties**

- If Trustee is deemed in his capacity as authorised to receive service or action is directly taken by a third party because of alleged violations of law, Trustee will notify the Partner.
- The Partner must then state whether he wishes to defend against the third party claims. If the Partner wishes to defend against the claims, he must engage appropriate legal representation at his own cost.
- If the Partner fails to comply with the above provisions or does not respond within the reasonable time to the Trustee's request for the Partner's position, Trustee is entitled to stop the domain from resolving, withdraw from the position of the Trustee or, as a last resort to delete/ release the domain name.

### **6. Term of agreement, termination**

The agreement is concluded for an indefinite period but ends if the domain name is transferred to another registrar or on deletion of the domain name. The Partner has to make sure, that the Trustee is replaced by a new domain owner (trustee) as soon as the domain name has been transferred to another registrar. The Trustee has the right to refuse any transfer as long as he is not replaced by a new domain owner (trustee).