

# Compliance Manual

This Compliance Manual has been written for employees of GNR Limited and its subsidiary company which operates the .name registry, The Global Name Registry, Limited (“Global Name Registry”), so that all employees understand the structure of Global Name Registry and GNR Limited, and are also aware of the obligations that Global Name Registry has undertaken pursuant to the Registry Agreement between it and the Internet Corporation of Assigned Names and Numbers (“ICANN”). Understanding the contents of this Compliance Manual and abiding by the concepts contained herein are integral to the ability of Global Name Registry to comply with its obligations under the ICANN Agreement – and every employee of GNR Limited and/or Global Name Registry has a hand in that compliance.

## **Organizational Conflict of Interest Compliance Plan for Global Name Registry**

Organization Structure. Global Name Registry (company number 4076112) is a wholly owned subsidiary of GNR Limited, a private limited company incorporated in England and Wales under the registered company number 03895286.

Financial Separation. Global Name Registry maintains separate financial statements for Global Name Registry, prepared using United Kingdom generally accepted accounting principles. Global Name Registry’s financial statements account for its own costs, revenues, cash flow, etc. as a separate entity, using distinct systems and accounting functions. Reasonable and independently auditable internal accounting controls will be in place to ensure the adequacy of these systems and functions. The accounting and operational procedures will be established in such a fashion that no detailed customer account information relating to any ICANN-Accredited Registrar will be available to any other ICANN-Accredited Registrar.

Different Locations/Office Premises. Global Name Registry conducts its business and technical operations from different premises than any ICANN-Accredited Registrar. There may be situations where technical systems might reside within the same physical premises as an ICANN-Accredited Registrar; however these premises will not be owned by an ICANN-Accredited Registrar, will be operated by an entity not affiliated with any of them, and will be physically and distinctly separated from each other. Any instance where Global Name Registry has located technical systems in the same third party premises as an ICANN-Accredited Registrar will be disclosed to ICANN within a commercially reasonable time period after Global Name Registry is made aware of the situation. Only upon the written consent of ICANN, which shall not be unreasonably withheld or delayed, may Global Name Registry technical systems reside in any data center or network facility owned or controlled, in whole or in part, by an ICANN-Accredited Registrar.

Physical Barriers. At Global Name Registry's facilities, only assigned personnel employed or contracted by Global Name Registry have regular badge access to the premises, and any other person will be treated as a visitor to any of its facilities and will gain access only through established visitor sign-in and identification badge procedures. Global Name Registry has created and continues to maintain an entry/exit log for all persons who enter any of its facilities.

Registry Access. Global Name Registry will provide access to all of its customers through the mechanisms described below.

### **Registry Code of Conduct**

Global Name Registry will at all times operate as a trusted and neutral third party provider of DNS Registry Services. It is vital for the Internet community that the DNS resources are administered in a fair, efficient and neutral manner, to ensure equal access for all parties in the competitive DNS space. As such, Global Name

Registry will follow the following Code of Conduct:

1. Other than in connection with the distribution of dividends or other profits to Global Name Registry's members and shareholders, Global Name Registry will not, and will require that its subcontractors do not, directly or indirectly, show any preference or provide any special consideration to any DNS registry operator or ICANN-Accredited Registrars in the .name Registry versus any other DNS registry operator or ICANN-Accredited Registrars in the .name Registry, including the registry or registrar owned by a member of GNR Limited.
2. All ICANN-Accredited Registrars in the .name Registry shall have equal access to Registry Services provided by Global Name Registry as set forth above.
3. Global Name Registry and its members and subcontractors shall not in any way attempt to warehouse or register domain names in their own right, except for names designated for operational purposes in compliance with Subsections 3.6.1 and 3.6.2 of the ICANN Agreement. In its Monthly Report to ICANN, GNR shall include a list of all names designated for operational purposes.
4. Any shareholder, subsidiary, affiliate, or other related entity of Global Name Registry that also operates as a provider of registrar services shall maintain separate books of account with respect to its registrar operations separate from those of Global Name Registry.
5. Neither Global Name Registry, nor its shareholders, subsidiaries, affiliates, or other related entities shall have access to user data or proprietary information of an ICANN-Accredited Registrar, except as necessary for registry management and operations.
6. Global Name Registry will ensure that no user data or proprietary information from any ICANN-Accredited Registrar is disclosed to its affiliates, subsidiaries, or other related entities, except as necessary for registry management and operations.

7. Confidential information about Global Name Registry's business services will not be shared with employees of any DNS registry operator or ICANN-Accredited Registrars, except as necessary for registry management and operations.
8. No member of GNR Limited's Board of Directors will simultaneously serve on the Board of Directors of an ICANN-Accredited Registrar that obtains Registry Services from Global Name Registry.
9. No employee of GNR Limited or Global Name Registry will hold a greater than 5% interest, financial or otherwise in a company that obtains Registry Services from Global Name Registry.
10. No employee of Global Name Registry will also be an employee of any Global Name Registry or GNR Limited subsidiary, affiliate or other related entity that also operates as an ICANN-Accredited Registrar.
11. Global Name Registry will ensure that no user data from or proprietary information of any registry operated or controlled by Global Name Registry is disclosed to any other registry operated or controlled by Global Name Registry.
12. Global Name Registry will not attempt to itself determine any entity's right to a particular domain name, and has no means by which to verify such rights.
13. Global Name Registry will conduct internal neutrality reviews on a regular basis. In addition, Global Name Registry and ICANN may mutually agree on an independent party ("Neutrality Analyst") that ICANN may hire, at ICANN's expense, to conduct a neutrality review of Global Name Registry, ensuring that Global Name Registry, and any shareholder, subsidiary, affiliate, or other related entity of Global Name Registry that also operates as a provider of registrar services, comply with all the provisions of this Registry Operator Code of Conduct. The neutrality review may be

conducted as often as once per year. Global Name Registry will provide the Neutrality Analyst with reasonable access to information and records appropriate to complete the review. The results of the review of the Neutrality Analyst will be provided to ICANN and shall be deemed to be confidential and proprietary information of Global Name Registry and its owners.

### **Equivalent Access Policy: Fair Treatment of ICANN-Accredited Registrars**

Global Name Registry must provide all ICANN-Accredited Registrars that have signed Registry/Registrar Agreements, and that are in compliance with the terms of such agreements, equivalent access to Global Name Registry's Registry Services, including to its shared registration system.

The Compliance Officer will make a certification to ICANN at the end of every six month period following 1 August 2001 (the Effective Date of the ICANN Agreement) that Global Name Registry is indeed providing all such ICANN-Accredited Registrars with equivalent access. The standards of Equivalent Access by which Global Name Registry will be measured are contained in the following certification:

#### **GLOBAL NAME REGISTRY EQUIVALENT ACCESS CERTIFICATION**

The Global Name Registry, Limited ("Registry"), acting in its capacity as the Registry Operator makes the following certifications:

1. All ICANN-Accredited Registrars (including Registry affiliates acting as a registrar) connect to the Shared Registration System Gateway via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication.

2. Registry has made final versions of all registrar access software and any updates to that software available to all ICANN-Accredited Registrars at the same time and under the same terms and conditions.

3. All ICANN-Accredited Registrars have the same level and means of access to Registry customer support personnel via telephone, e-mail and the Registry website.

4. All ICANN-Accredited Registrars have the same level and means of access to Registry resources to resolve Registry/Registrar or Registrar/Registrar disputes and technical and/or administrative customer service issues.

5. All ICANN-Accredited Registrars have the same level and means of access to Registry Data to reconcile their registration activities from Registry Web and ftp servers.

6. All ICANN-Accredited Registrars may perform basic automated registrar account management functions using the same registrar tool kit made available to all ICANN-Accredited Registrars by Registry.

7. The Shared Registration System does not include any algorithms or protocols that differentiate among ICANN-Accredited Registrars with respect to functionality, including database access, system priorities and overall performance.

8. During the Landrush period, all ICANN-Accredited Registrars were treated identically and by the same algorithm.

9. All Registry officers, directors, shareholders, employees, agents, consultants, and contractors have been directed not to give preferential treatment to any individual ICANN-Accredited Registrar.

10. Registry has not provided preferential pricing structures, promotions or other economic terms to any individual ICANN-Accredited Registrar which are not available to all ICANN-Accredited Registrars.

11. Registry has complied with the terms of the Registry Operator Code of Conduct and the Equal Access and Nondiscriminatory Practice Plan.

This Certification is dated this the \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

The Global Name Registry, Limited

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

It is the goal of this Equivalent Access Policy to ensure that:

1. All ICANN-Accredited Registrars will connect to Global Name Registry's registry system using the same protocols and with the same limitations and security measures.
2. All ICANN-Accredited Registrars will have the same access to customer support, administrative and business services.
3. All ICANN-Accredited Registrars will have the same access to the tools required to access their data through the system including billing, account management and other similar services.
4. With the exception of systems designed to enforce Global Name Registry's or ICANN's terms of

service, contract or policy, the system will not include any features or systems designed to perform prejudicially or favorably towards any specific ICANN-Accredited Registrar[s].

## **Information Control**

Global Name Registry has put into place various procedural safeguards to ensure that data and information of the registry business are not utilized to advantage one ICANN-Accredited Registrar over another. The Access to Data Policy is attached as Exhibit A.

Staff Training. All Global Name Registry personnel and other employees who have a need to know Global Name Registry business must undergo a formal Training Program, providing the staff members with a clear understanding of the compliance plan with special attention paid to the Equivalent Access Policy (the “Plan”) and the staff members’ responsibility under the Plan. Formal training will be required before any potential staff member is given an assignment or access to Global Name Registry material. Formal refresher training will be given on an annual basis.

Treatment of Information. Upon completion of the Training Program, all Global Name Registry personnel and other employees who have a need to know Global Name Registry business (“Need to Know Employees”) will be required to sign a non-disclosure agreement (Exhibit B) and a Global Name Registry Business Avoidance Certification (Exhibit C) acknowledging, among other things, his/her understanding of the requirements, and certifying that he/she will strictly comply with the provisions of the Plan. The signed agreements will be maintained in the program files and the individual’s personnel file. Each staff member acknowledges verification of the annual refresher training required by this Plan.

The Compliance Officer will, in all cases, endeavor to ensure that each of GNR Limited, Global Name Registry and each of its



employees do not release any information to any ICANN-Accredited Registrar, or their respective employees that could be used by an ICANN-Accredited Registrar to the detriment of any other ICANN-Accredited Registrar, regardless of the official stated sensitivity of the information. Under no circumstances will Registry Sensitive Information be approved by the Compliance Officer for release to any other ICANN-Accredited Registrar.

### **Amendments/Modifications**

Global Name Registry reserves the right to amend this Compliance Manual, and any of the policies contained herein, at any time and will give prompt notice thereof.

## **EXHIBIT A**

### **ACCESS TO DATA POLICY**

**1. Purpose:** To establish policies (i) for the protection of Proprietary Information developed by and/or in the possession of The Global Name Registry, Limited (including its parent company, GNR Limited, "Global Name Registry"), and (ii) for the protection of Registry Sensitive Information to ensure that the revenue and assets of Global Name Registry are not unfairly utilized to advantage another ICANN-Accredited Registrar to the detriment of other competing ICANN-Accredited Registrars.

**2. Scope:** This policy is applicable to all officers, directors, members, shareholders, employees, agents, consultants, and subcontractors of Global Name Registry.

### **3. Definitions:**

3.1 Proprietary Information: Financial, personnel, technical, or business information owned or possessed by Global Name Registry which has not been authorized for public release. Such information is frequently referred to as "Proprietary Information," "Confidential Information" or "Privileged Information."

3.2 Registry Sensitive Information: Any information, including Proprietary Information or other financial, personnel, technical, or business information owned or possessed by Global Name Registry relating to its business which could be utilized to advantage ICANN-Accredited Registrar to the detriment of other competing ICANN-Accredited Registrars. Examples of Registry Sensitive Information are contained in Attachment 1 hereto.

3.3 Computer Software: Computer programs and computer databases.

3.4 Computer Software Documentation. Technical data, including computer listing and printouts, in human-readable form which (i) document the design or details of computer software, (ii) explain the capabilities of the software, or (iii) provide instructions for using the software to obtain desired results from a computer.

#### **4. Procedures for Protection of Proprietary Information:**

4.1 Responsibility. Managers are responsible for identifying Registry Sensitive Information developed, produced or possessed by Global Name Registry and for instructing employees reporting to them regarding the proper handling and safeguarding of such information. Each Global Name Registry employee will exercise reasonable care to protect Registry Sensitive Information from unauthorized or inadvertent disclosure.

4.2 Disclosure. It is recognized that there are occasions where it is necessary to disclose Proprietary Information to outsiders. Such disclosure should not be made without the prior written approval of an authorized corporate officer of Global Name Registry. Advice from corporate counsel should be obtained on all questions relating to the identification or releasing of Proprietary Information or Registry Sensitive Information.

4.3 Marking of Documents. Documents containing Proprietary Information or Registry Sensitive Information will be marked with

one of the markings described below at the time the document(s) is produced. Computer tapes and other recorded material should be identified by proper labeling which is visible to the ordinary person while the material is being stored. In addition, all such material should have a warning notice at the beginning of the material to ensure the user is forewarned about the proprietary or sensitive nature of its contents (as soon as access is afforded to a computer tape or at the beginning of a sound recording, etc.).

4.3.1 Internal Documents. On internal documents (reports, memoranda, drawings, etc.) the applicable following legend shall be put at the top or bottom of the first page or, in the case of drawings, in the space provided for such legends. The "need to know" principle shall be the guideline when divulging Proprietary Information or Registry Sensitive Information internally.

**Global Name Registry Proprietary  
Information**

**The information on this document is  
proprietary to Global Name Registry. It may  
not be used, reproduced or disclosed  
without the written approval of Global Name  
Registry.**

**Global Name Registry Registry Sensitive  
Information**

**The information on this document is  
proprietary to Global Name Registry. It may  
not be used, reproduced or disclosed  
without the written approval of the  
Compliance Officer of Global Name Registry.**

4.3.2 Documents for External Distribution

## A. Reports and Similar Documents

The following legend shall be typed or stamped on the cover and/or title page of reports or on the face of other documentation provided to others:

### **Global Name Registry Proprietary Information**

**This document is the property of Global Name Registry. It may be used by recipient only for the purpose for which it was transmitted and shall be returned upon request or when no longer needed by recipient. It may not be copied or communicated without the prior written consent of Global Name Registry.**

## B. Letters

On letters to third parties or outsiders which will contain Proprietary Information, the following statement or equivalent shall appear in the text:

**Information contained herein is Global Name Registry Proprietary Information and is made available to you because of your interest in our company (or program, etc.). This information is submitted in confidence and its disclosure to you is not intended to constitute public disclosure or authorization for disclosure to other parties.**

## C. Proposals to Commercial Companies

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1. A restrictive legend such as the following shall be placed on the title page of each volume of the proposal:

**Global Name Registry's proposal, which follows, contains information and data that are privileged and/or confidential to Global Name Registry. This information and data are not made available for public review and are submitted voluntarily to XYZ COMPANY NAME only for purposes of review and evaluation in connection with this proposal. No other use of the information and data contained herein is permitted without the express written permission of Global Name Registry. Information and data contained herein is protected by the Uniform Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license of any kind whatsoever is granted to any third party to use the information and data contained herein unless a written agreement exists between Global Name Registry and the third party which desires access to the information and data. Under no condition should the information and data contained herein be provided in any manner whatsoever to any third party without the prior written permission of Global Name Registry. The data subject to this restriction is contained in pages \_\_.**

2. Each page of the proposal which contains Proprietary Information shall be marked as follows:

**Use or disclosure of proposal  
information is subject to the restriction  
on the title page of this proposal.**

D. Proprietary Information Released Pursuant to Contract

When Proprietary Information is exchanged between Global Name Registry and another company, a Confidentiality Agreement or Non-Disclosure Agreement shall be executed by the parties concerned:

1. The parties will designate in writing one or more individuals within their own organization as the only person(s) authorized to receive Proprietary Information exchanged between the parties pursuant to this agreement. This agreement can be found on the Global Name Registry network; alternatively, if there are any questions about the agreement, the Compliance Officer or General Counsel will be able to help.
2. All information which the disclosing party claims as proprietary shall be received in writing, clearly identified as proprietary, and delivered personally or by mail addressed to individuals designated above to receive the Proprietary Information.

**5. Safekeeping**

When not in use, Proprietary Information or Registry Sensitive Information will be stored in a locked desk, cabinet or file. Such material will not be left unattended during the workday and should be turned face down in the presence of visitors or employees who have no need to know.

**6. Destruction**

Burning, shredding or comparable methods will be used for the

destruction of Proprietary Information or Registry Sensitive Information.

## **7. Terminating Employees**

Terminating employees will be reminded of their responsibilities and obligations in protecting Proprietary Information. All employees will execute a non-disclosure agreement specifying that they may not retain or otherwise use such information after termination. Any deviation from this policy must be approved in writing by Global Name Registry counsel and Global Name Registry.

## **8. Third-Party Proprietary Information**

Proprietary Information received from other companies through contractual or pre-contractual relationships will be afforded the same level of protection given to Global Name Registry's Proprietary Information.

## **9. Questions**

Questions concerning implementation or interpretation of this policy will be referred to the Compliance Officer or the General Counsel.

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# **ATTACHMENT 1**

## **Examples of Proprietary & Registry Sensitive Information**

### Engineering Information

Engineering information, including schematics, code, and engineering notes will be considered Proprietary Information.

### Statistical Information

Some statistical information will be available for public consumption. Such information does not require any special treatment, so long as neither Global Name Registry nor any ICANN-Accredited Registrar receives any preferential treatment (e.g., early access to such information). Other statistics, such as numbers of registrations, transfers, etc., performed by each registrar, as well as processing times, numbers of failures or any information that is

trending negative or contains negative performance factors not generally available to the public should be considered Registry Sensitive Information.

One area of statistical data that is deserving of special attention is Registry Sensitive Information pertaining to the numbers of registrations, transfers, etc., performed by each registrar. All such information is Registry Sensitive Information and will be treated accordingly. Unless otherwise approved, registration activity information must be protected from disclosure to any registrar other than the registrar to which the information refers.

#### Financial Information

Financial data related to Global Name Registry is Registry Sensitive Information and will not be released without the express consent of the Financial Controller of Global Name Registry. Monthly expenses and income shall be kept sensitive and restricted from disclosure to any party other than the appropriate Global Name Registry staff.

## **EXHIBIT B**

### **NON-DISCLOSURE AGREEMENT (EMPLOYEES & CONSULTANTS)**

I understand I am an employee of/consultant to GNR Limited, the parent company of The Global Name Registry, Limited ("Global Name Registry"), or another employee/consultant who has a need to know information related to Global Name Registry which is proprietary, confidential or business sensitive, belonging to Global Name Registry, other companies or customers of Global Name Registry ("Need to Know Employees"). I agree not to disclose or otherwise disseminate such information to anyone other than Need to Know Employees, except as directed, in writing, by \_\_\_\_\_ of Global Name Registry or his/her designee ("Compliance Officer"). **I understand that disclosure of**



**such information to anyone other than a Need to Know Employee or use of such information could result in personal liability for such unauthorized use or disclosure.**

I agree to use such proprietary, confidential and/or business sensitive information only in the performance of requirements necessary to carry out my duties as a Need to Know Employee, and I agree to take suitable precautions to prevent the use or disclosure of such information to any party, other than Need to Know Employees. I will report to the Compliance Officer any potential violation of this agreement. I further agree to surrender any and all data and information, of any type whatsoever, to the Compliance Officer upon the termination of my employment as an employee, or my assignment with, GNR Limited or Global Name Registry.

I certify that I have read and fully understand this Non-Disclosure Agreement and agree to abide by all requirements contained herein. I understand that my strict compliance is essential to Global Name Registry, and any violation of these requirements may result in termination of my employment.

Agreed to:

Verified:

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Employee

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Vice President - Policy

Date

Date

**EXHIBIT C**

**REGISTRY BUSINESS ORGANIZATIONAL CONFLICT OF  
INTEREST AVOIDANCE CERTIFICATION**

I hereby certify that I have received training in and understand the requirements of conflict of interest issues and the requirements of the Organizational Conflict of Interest Compliance Plan of the Registry Business of The Global Name Registry, Limited. I certify that I will strictly comply with the provisions of this Plan. I understand my obligation to (i) refrain from any activities which could pose a personal conflict of interest and (ii) report to the Vice President - Policy of the Registry Business, any conflict, whether personal or organizational, which is perceived or identified during the course of my employment with the Registry Business.

CERTIFIED

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Name:

Date: