

To: Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536

Several points to be considered within the Registry Agreement release for public comment

Dear ICANN:

As a Brand Registry, we'd like to take this chance to show our support on the revised version of the agreement from the Brand Registry Group. We did try to sign on the proposed changes within the group, but our name might not be on the list as we are just waving our flag and it might not be adequate due to the short amount of time before the deadline.

Aside from what the BRG group recommended, we'd have other concerns would like ICANN to take into consideration and revised the agreement accordingly.

1. As we mentioned earlier in our cover letter of the continuity instrument statement and the Irrevocable standby letter of credit – according to the protocol of our bank (China Merchant Bank), all the letter of credit shall be in force after we provided them with a signed contract, and this is a little bit different than what ICANN asked – the signed letter of credit shall be provided before we can signed any agreement with ICANN, so we urged ICANN to take this into consideration and give us the flexibility to sign the registry agreement first with an authorization letter from the bank then after signing the agreement, we will hand out the official standby letter of credit after the bank kept the contract in their record.

So the revised change is to 1.3 (a) (iii):

Registry Operator has delivered to ICANN a duly executed instrument or an equivalent authorization letter issued by the bank to assure ICANN of releasing an executed instrument after the bank received the mutually signed agreement between the Registry Operator and ICANN, that to secure the funds required to perform registry functions for the TLD in the event of the termination or expiration of this Agreement (the "Continued Operations Instrument"), and such instrument is a binding obligation of the parties thereto, enforceable against the parties thereto in accordance with its terms.

2. 6.6 Additional Fee on Late Payment

we could not agree with the preset rate, what we recommend is 5‰ per month so the revised text should be:

For any payments thirty (30) calendar days or more overdue under this Agreement, Registry Operator shall pay an additional fee on late payments at the rate of 5‰ per month or, if less, the maximum rate permitted by applicable law.

3. 7.4 No Offset

All payments due under this Agreement will be made in a timely manner through out the Term and notwithstanding the pendency of any dispute(monetary or otherwise)between Registry Operator and ICANN.



What we suggest is waive this term.
We would appreciated that ICANN to take these seriously into consideration and revisit
the proposed draft agreement.

Sincerely yours,

Zhou Xiaomin
Technology Department
China Unicom