

Trademark License Agreement

This Trademark License Agreement ("Agreement") is entered into by and between

Company name	Proton AG
Address	Route de la Galaise 32, 1228 Plan-les-Ouates, Switzerland
Company identification number	CHE-354.686.492

(referred in this Agreement as "**Licensor**")

and

Company name	Proton Technologies Ltd
Address	10 John Street, London, WC1N2EB
Company identification number	GB397815146

(referred in this Agreement as the "**Licensee**")

(each of them, a "**Party**", together, the "**Parties**")

WHEREAS

The Licensor is the owner of the trademark listed in Schedule 1 (the "Trademark") and holds a valid registration thereof in the Trademark Clearinghouse (TMCH),

The Licensee is a wholly owned subsidiary of the Licensor and forms part of the same corporate group,

The Licensee intends to apply for and, if successful, operate the top-level domain ".proton" (the "TLD") under ICANN's New gTLD Program,

It is hereby agreed as follows:

1. Grant of License

1.1. The Licensor hereby grants to the Licensee a non-transferable, exclusive license to use the Trademark solely for the following purposes (the "**Licensed Purpose**"):

- a. Applying for the TLD with ICANN under the New gTLD Program,
- b. Operating the TLD as a registry operator under the ICANN Registry Agreement,
- c. All activities reasonably incident to the foregoing, including registration of domain names within the TLD, DNS management, and compliance with ICANN policies.

1.2. The license is granted worldwide, without territorial limitation.

1.3. The Licensee shall not use the Trademark for any purpose other than the Licensed Purpose without the prior written consent of the Licensor.

2. Exclusivity

2.1. The Licensor shall not grant any other license to use the Trademark for the purpose of applying for or operating a top-level domain name to any third party during the term of this Agreement.

2.2. The Licensor confirms that, as of the date of this Agreement, no other party has been granted rights to use the Trademark for a top-level domain application or registry operation.

3. Term

- 3.1. This Agreement shall enter into force on the date of its execution and shall remain in effect for a period no shorter than the duration of the ICANN Registry Agreement entered into between the Licensee and ICANN, including any renewals thereof.
- 3.2. In the event that the ICANN Registry Agreement is renewed or extended, this Agreement shall automatically extend to cover the full renewed or extended term, unless either Party provides written notice of termination at least six (6) months prior to the expiry of the then-current term.
- 3.3. Notwithstanding the foregoing, either Party may terminate this Agreement by written notice with immediate effect if the other Party commits a material breach that remains uncured for thirty (30) days after written notice thereof.

4. Ownership and Goodwill

- 4.1. Nothing in this Agreement shall transfer ownership of the Trademark from the Licensor to the Licensee. All goodwill arising from the Licensee's use of the Trademark shall accrue to the benefit of the Licensor.
- 4.2. The Licensee shall not register, attempt to register, or challenge the Licensor's ownership of the Trademark or any similar mark in any jurisdiction.

5. Quality and Compliance

- 5.1. The Licensee shall operate the TLD in compliance with all applicable ICANN policies, the ICANN Registry Agreement, and all applicable laws and regulations.
- 5.2. The Licensee shall not use the Trademark in any manner that could damage the reputation or goodwill of the Licensor or the Trademark.

6. ICANN Cooperation

- 6.1. Each Party shall cooperate fully with the other in connection with the TLD application and any subsequent ICANN proceedings, audits, or inquiries relating to the Trademark or the Licensee's operation of the TLD.
- 6.2. The Licensor agrees to provide such further documentation, consents or authorizations as ICANN may reasonably require in connection with the Licensee's application or operation of the TLD.

7. Confidentiality

- 7.1. Each Party (as "Receiving Party") agrees that the terms of this agreement and any information disclosed in connection herewith from the disclosing party ("Disclosing Party") constitute the confidential property of the disclosing party (together "Confidential Information") provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.
- 7.2. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential information for any purpose outside the scope of this Agreement, will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care), and will limit access to Confidential Information of Disclosing Party to those of its employees, contractors, advisors and agents with a need to know or who need access for purposes consistent with this Agreement and how are bound by confidentiality obligations at least as protective to those in this Agreement. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving can document: (a) was rightfully in its possession or known to it prior to the receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving

Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality; or (d) is independently developed by employees or contractors of the Receiving Party who had no access to such information.

- 7.3. A Receiving Party may disclose Confidential Information if so required pursuant to a regulation, law, or court order, or ICANN policy, but only to the minimum extent required to comply with such regulation, policy or order and with advance notice to the Disclosing Party (provided such notice is not prevented by a legal obligation itself).

8. Governing Law and Dispute Resolution

- 8.1. This Agreement shall be governed by Swiss law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary, and disputed, actions, claims or causes of action arising out of or in connection with this Agreement or any document incorporated by reference shall be subject to the exclusive jurisdiction of Geneva, Switzerland.

9. General Provisions

- 9.1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior discussions, negotiations or agreements, whether written or oral, between the Parties.
- 9.2. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

[Signature page follows]

For Proton AG	For Proton Technologies Ltd
Name: Marc Loebekken	Name: Marc Loebekken
Title: Head of Legal	Title: Director
Signature 	Signature 
Date: 16 th April 2026	Date: 16 th April 2026

**Schedule 1
(Trademarks)**

Trademark	Registration Number	Jurisdiction	Class(es)	TMCH Registration Number
Proton	7311423	USA	9, 38, 42	7311423