

Deed of Retirement and Appointment of Trustee

Date 11 SEPTEMBER 2023

Parties

1. **Paul Byron Wilson**
of 8 Blucher Avenue, The Gap, Queensland 4061, Australia
(Retiring Trustee)
2. **APNIC EC Limited ACN 669 633 916**
of 6 Cordelia Street, South Brisbane, Queensland 4101, Australia
(New Trustee)
- 3(a) **Sheng-Hsiung Kenny Huang**
of 3F 2 No 265 Neihu Road Section 2, Taipei 11464, Taiwan
- (b) **Vincent Bautista Atienza**
of 8 Moonlite St, La Paz Village, Makati City, Metro Manila 1204, Philippines
- (c) **Yoshinobu Matsuzaki**
of 3-38-13-401, Shimorenjaku, Mitaka 181-0013, Tokyo, Japan
- (d) **Anlei Hu**
of Software Park, Chinese Academy of Sciences, 4 South 4th Street, Zhongguancun, Beijing, China
- (e) **Roopinder Singh Perhar**
of 330 Sector 35 A, Chandigarh 160022, India
- (f) **Sumon Ahmed Sabir**
of 35/3 M. M. Hossain Road, Eidgapara, Kushtia 7000, Bangladesh
- (g) **Kam Sze Yeung**
of Hillview Heights 06-01, 27 Hillview Av, Bukit Batok 669559, Singapore
- (h) **Paul Byron Wilson**
of 8 Blucher Avenue, The Gap, Queensland 4061, Australia

(being the current members of the Executive Council as defined in the by-laws of the 'APNIC' Special Committee of APNIC Pty Ltd – the **Beneficiaries**).

Recitals

- A. The Retiring Trustee is the trustee of the Trust created by a Declaration of Trust dated 24 June 1998.
- B. The Retiring Trustee wishes to retire as trustee.
- C. The Beneficiaries consent to such retirement.
- D. The Beneficiaries have nominated and approved the New Trustee to be the trustee of the Trust.
- E. The New Trustee has agreed to act as trustee of the Trust on the terms and conditions set out in this Deed.

This deed witnesses

1. Definitions and interpretation

1.1 Definitions

In this deed:

All the definitions contained in the Second Declaration of Trust have the same meaning in this deed unless there is a clear contrary intention.

Declaration of Trust means the Declaration of Trust by Mr. David Conrad and dated 24 June 1998.

Effective Time means midnight on the date that this deed is executed by the last of the parties to it.

Deed of Retirement and Appointment means the retirement and appointment of trustee deed dated 17 September 1998 under which Mr. David Conrad retired as Trustee and was replaced by Mr. Paul Wilson.

Trust means the trust created by the Original Declaration of Trust.

1.2 Interpretation

In this deed, headings and holdings are for convenience only and do not affect the interpretation of this deed and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (c) a reference to a party to a document includes that party's successors and permitted assigns.

2. Resignation

- 2.1 The Retiring Trustee retires as trustee of the Trust, effective as at the Effective Time.
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3. Appointment

- 3.1 The Beneficiaries pursuant to its powers under clause 9 of the Declaration of Trust appoints the New Trustee to be the trustee of the Trust, effective as at the Effective Time.
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4. Acceptance of Trusteeship

- 4.1 The New Trustee accepts the appointment as trustee of the Trust as and from the Effective Time.

5. Undertaking of obligations

- 5.1 The New Trustee undertakes to the Beneficiaries jointly and severally, to assume and carry out all of the duties and obligations of the Retiring Trustee as if the New Trustee had been named as the trustee in the Declaration of Trust.
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6. Retiring Trustee's assignment and assurances

- 6.1 In consideration of the Beneficiaries accepting the retirement of the Retiring Trustee and the appointment of the New Trustee:
- (a) the Retiring Trustee assigns to the New Trustee with effect from the Effective Time all of its interest in the property which is the subject of the Trust; and
 - (b) the Retiring Trustee must do all things and execute all further documents necessary to give full effect to this deed. This includes (without limitation) doing all things and executing all documents necessary to transfer to the New Trustee all of the Retiring Trustee's interest in the property which is the subject of the Trust.
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7. Indemnity

- 7.1 Subject to clause 7.2, the Beneficiaries indemnify the Retiring Trustee from and against any liability arising out of or in connection with the Declaration of Trust, the Deed of Retirement and Appointment, or this deed.
- 7.2 The indemnity in clause 7.1 does not extend to actions, claims, demands, liabilities, losses, damages, costs and expenses arising from the neglect, default, breach of trust or breach of duty by the Retiring Trustee.
- 7.3 Subject to clause 7.4, the Beneficiaries indemnify the New Trustee from and against any liability arising out of or in connection with the Declaration of Trust or this deed.
- 7.4 The indemnity in clause 7.3 does not extend to actions, claims, demands, liabilities, losses, damages, costs and expenses arising from the neglect, default, breach of trust or breach of duty by the New Trustee.
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8. Release

- 8.1 From the Effective Time, the Retiring Trustee is released from all further obligations under the Deed of Retirement and Appointment, except for any previous or existing defaults or breaches of trust or any duties imposed by statute or common law.
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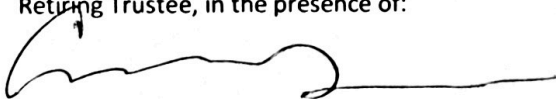
9. General

- 9.1 The New Trustee must pay the costs (legal costs and expenses) of all parties in respect of the negotiation, preparation, completion and stamping of this deed.
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- 9.2 This deed is governed by the laws of Queensland. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.
- 9.3 Each party must do all things and execute all further documents necessary to give full effect to this deed.
- 9.4 This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.
- 9.5 The rights, duties and remedies granted or imposed under the provisions of this deed operate to the extent not excluded by law.
- 9.6 Each of the attorneys executing this deed states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.
- 9.7 **Consent to electronic execution**
 A party may sign this Deed, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.
- 9.8 **Counterpart if electronic execution used**
 The parties agree that if any party signs this Deed under clause 9.7 then:
- (a) an electronic form of this Deed with that party's electronic signature(s) appearing will constitute an executed counterpart; and
 - (b) a print-out of this Deed with that party's electronic signature(s) appearing will also constitute an executed counterpart.

Executed as a deed:

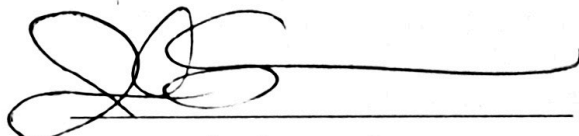
Signed sealed and delivered by
Paul Byron Wilson in his capacity as
 Retiring Trustee, in the presence of:



Signature of Witness

CRAIG NG

Name of Witness (please print)



Signature of Paul Byron Wilson

11.9.2023

Date

Executed for and on behalf of
APNIC EC Limited ACN 669 633 916 by:

松島 吉伸

Director

Yoshinobu Matsuzaki

Name of Director (please print)

11. 9. 2023

Date

[Signature]

Director

SUMON AHMED SAMIR

Name of Director (please print)

11. 09. 2023

Date

Signed sealed and delivered by
Sheng-Hsiung Kenny Huang
in the presence of:

[Signature]

Signature of Witness

CRAIG NG

Name of Witness (please print)

Kenny Huang

Signature of Sheng-Hsiung Kenny Huang

11 9 2023

Date

Signed sealed and delivered by
Vincent Bautista Atienza
in the presence of:

[Signature]

Signature of Witness

CRAIG NG

Name of Witness (please print)

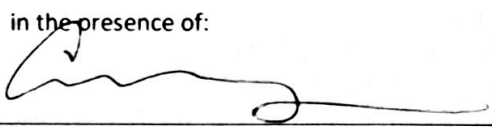
[Signature]

Signature of Vincent Bautista Atienza

SEP 11 2023

Date

Signed sealed and delivered by
Yoshinobu Matsuzaki
in the presence of:



Signature of Witness

CRAIG NG

Name of Witness (please print)

松崎 吉伸

Signature of Yoshinobu Matsuzaki

11. 9. 2023

Date

Signed sealed and delivered by
Anlei Hu in the presence of:



Signature of Witness

CRAIG NG

Name of Witness (please print)

胡安磊

Signature of Anlei Hu

2023. 9. 11

Date

Signed sealed and delivered by
Roopinder Singh Perhar
in the presence of:



Signature of Witness

CRAIG NG

Name of Witness (please print)

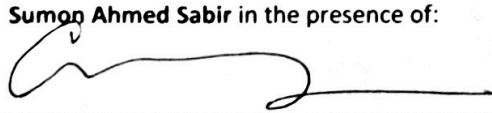


Signature of Roopinder Singh Perhar

11/9/2023

Date

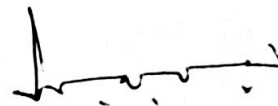
Signed sealed and delivered by
Sumon Ahmed Sabir in the presence of:



Signature of Witness

CRAIG NG

Name of Witness (please print)



Signature of Sumon Ahmed Sabir

11-09-2023

Date

Signed sealed and delivered by
Kam Sze Yeung
in the presence of:



Signature of Witness

GAURAB R. UPADHAYA

Name of Witness (please print)



Signature of Kam Sze Yeung

11 Sep 2023

Date

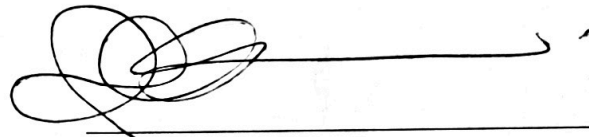
Signed sealed and delivered by
Paul Byron Wilson in his capacity as a
Beneficiary, in the presence of:



Signature of Witness

GAURAB R. UPADHAYA

Name of Witness (please print)



Signature of Paul Byron Wilson

11.9.2023.

Date