

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 1 Jan 02
Supersedes: New

SUBJECT: ANNIVERSARY DATE

SCOPE: Company-Wide

Issued By: Corporate **Date:**

Approved by: **Date:**

1. **PURPOSE**

To define the Company's policy for determining an employee's anniversary date.

2. **POLICY/PROCEDURE**

- A. The first day of work with the Company shall be the employee's date of hire and shall become the employee's anniversary date.
- B. An employee's anniversary date will remain the same, unless he or she has a leave of absence from work of 31 calendar days or more. If an employee has such a leave of absence, his or her anniversary date will be adjusted forward by the number of days of the entire leave of absence. The new date will become the employee's "adjusted" anniversary date. The employee's date of hire will remain the same, regardless of any time away from work.
- C. A leave of absence of 30 calendar days or less will not affect the employee's anniversary date.
- D. Employees who terminate, and are rehired at a later time, will start their employment over with a new hire date and anniversary date.
- E. An employee's year of service is based on the anniversary date or adjusted anniversary date. Therefore, an employee who has had time off from work due to a leave of absence of 31 days or more will be required to work a complete 12 months (excluding the leave time), before he or she is deemed to have completed one year of service.
- F. Certain benefits and procedures are determined by the employee's anniversary date. These include, but are not necessarily limited to, the following:
 - 1. Performance evaluations and/or wage and salary reviews;
 - 2. Earning of vacation and the taking of vacation, including service with the Company if a conflict occurs between two employees when scheduling vacation time;
 - 3. Accrual of sick leave benefits.

ICANN
Policies & Procedures
Pages: 1

SUBJECT: AT-WILL EMPLOYMENT

SCOPE: Company Wide

Policy Number :
Effective: 1 Jan 02
Supercedes: New

Issued By: Administration Date:

Approved by: Date:

1. PURPOSE:

To define the Company's policy on employment at-will.

2. POLICY/PROCEDURE.

Employees (including supervisors, managers, and officers of the Company), are employed at the mutual consent of the employee and the company. Accordingly, either the employee or the Company can terminate the employment relationship at any time, with or without cause, and with or without advance notice. Employees may also be demoted or disciplined, and the terms of their employment may be altered, at any time, with or without cause, at the discretion of the Company.

No employee or representative of the Company, other than the Chief Executive Officer (CEO), has any authority to enter into any agreement for employment for any specified period of time or to make any agreement that is contrary to the employment at-will policy. Further, the CEO may not alter the at-will nature of the employment relationship unless he or she does so specifically in a written agreement signed both by the employee and the CEO.

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 1 Jan 02
Supersedes: New

SUBJECT: BEREAVEMENT LEAVE

SCOPE: Company-Wide

Issued By: Corporate Date:

Approved by: Date:

1. PURPOSE

To define the Company's policy for bereavement leave to attend a funeral.

2. POLICY/PROCEDURE

- A. Full-time employees who have completed the probationary period will be entitled to take a paid bereavement leave of three working days in the event of the death of a parent, spouse or child.
- B. The Company may in its discretion require employees to verify their eligibility for bereavement leave.
- C. Employees on a leave of absence will not be eligible for bereavement leave.
- D. Employees may request unpaid time off to attend a funeral by submitting a request in accordance with the provisions of the personal leave of absence policy.

ICANN
Policies & Procedures
Pages: 2

SUBJECT: BUSINESS EXPENSES

SCOPE: Company Wide

Issued By: Administration Date:

Policy Number :
Effective: 23 Jan 02
Supercedes: 1 Nov 01

Approved by: Date:

1. PURPOSE

To define the Company's policy for the reimbursement of expenses for official duties and travel.

2. POLICY/PROCEDURE

The Company will reimburse the reasonable, necessary and actual expenses incurred by employees that are connected with official duties on behalf of the Company in accordance with applicable law and the following rules.

A. AUTHORIZATION.

All employee travel must be approved in advance by the President or, in his absence in an emergency, by a Vice President. Approval can be given by e-mail. Requests should be sent by e-mail to the President containing estimated costs, and where appropriate, the proposed dates of travel and the purpose of the journey. The President or his authorized alternate will send copies of his approval to the requestor and to the Chief Financial Officer, the latter by signed and encrypted e-mail.

Reimbursement of expenses of the President requires approval of the Board. The Vice-President and General Counsel may authorize payment to the President of an advance, not to exceed US \$20,000 at any time, toward expenses already incurred by the President but not yet authorized by the Board, with the expenses to be later approved by the Board (or an authorized Committee of the Board).

B. TRAVEL

Employees must make travel arrangements on the most economical basis possible consistent with the business requirements of the trip. Reimbursement of business class fares is authorized for airline trips of greater than five hours duration. However, every effort should be made to obtain upgrades using mileage or equivalents that employees have accrued as a result of ICANN travel. ICANN will reimburse the cost of any such upgrades. Reimbursement for upgrades to business class on flights less than five hours is permitted when matters of personal health, the need to accomplish work on the plane, or the demands of a specific flight itinerary require it.

C. PERSONAL USE OF COMPANY COMPUTERS AND CELL PHONES

Personal use of company-provided computers, software, network connections and cell phones is permitted provided that it is incidental to business use, and that any significant expenditure, i.e. more than \$20 in a month, is credited to the Company on the next expense report.

D. FAMILY PHONE CALLS

Employees traveling away from their residence area on Company business are entitled to reimbursement of the cost of one daily phone call home.

E. EXPENSE REPORTS.

Employees must submit expense reimbursement requests within _30 days of incurring an expense. The President has discretion to approve these requests. Requestors must attach any authorization provided for the expenses claimed. Expense reports must be accompanied by original receipts for individual amounts above USD \$25. In cases where original receipts cannot be provided, copies of receipts may be substituted.

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 1 Jan 02
Supercedes: New

SUBJECT: COMPENSATORY TIME

SCOPE: Company Wide

Issued By: Administration Date:

Approved by: Date:

1. PURPOSE:

To define the Company's policy on compensatory time off for exempt and nonexempt employees.

2. POLICY/PROCEDURE:

A. EXEMPT EMPLOYEES

Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation (or overtime pay) for extra hours of work.

The Company does not maintain any compensatory time off plan or arrangement. Accordingly, any time off that is provided an exempt employee is done on an informal basis. Neither extra compensation nor compensatory time off will, under any circumstances, be owed or payable to an exempt employee upon separation from the Company's employment for any reason.

B. NONEXEMPT EMPLOYEES

Nonexempt employees are entitled to overtime pay whenever they perform overtime work. The Company does not permit employees to take time off in lieu of receiving overtime pay.

ICANN
Policies & Procedures
Pages: 1

SUBJECT: COMPLAINT PROCEDURE

SCOPE: Company Wide

Policy Number :
Effective: 1 Jan 00
Supercedes: New

Issued By: Administration Date: 18 Jan 00

Approved by: Date: 18 Jan 00

1. PURPOSE:

Although it is ICANN's policy to provide fair treatment for all employees, we recognize that, in today's complex work environment, employee complaints are likely to arise from time to time. When this occurs, the following complaint procedure is available to our employees.

2. POLICY/PROCEDURE:

STEP 1

The employee should present the complaint to his or her immediate supervisor, either orally or in writing. The supervisor will meet with the employee in an attempt to resolve the complaint. The supervisor will also make a written record of the discussion at the meeting.

STEP 2

If the employee is not satisfied with the decision of the supervisor, he or she should submit the complaint in writing to the CEO of ICANN. The CEO will meet with the employee in an attempt to resolve the complaint. After the meeting, the CEO will notify the employee of his or her decision in writing.

STEP 3

If the employee is not satisfied with the decision of the CEO, he or she may submit the complaint to arbitration under ICANN's employment arbitration agreement.

Note: Any employee who feels that he or she has been the victim of sexual or other harassment should refer to ICANN's policy prohibiting harassment.

ICANN
Policies & Procedures
Pages: 2

SUBJECT: CONFIDENTIALITY

SCOPE: Company Wide

Policy Number:
Effective: 1 Jan 02
Supersedes: New

Issued By: Corporate **Date:**
Approved by: **Date:** 1 Jan 02

1. PURPOSE:

To define the Company's policy for maintaining the confidentiality of sensitive and proprietary information of the Company and information of third parties in the Company's possession.

2. POLICY/PROCEDURE:

A. The Company possesses confidential and proprietary information regarding the conduct of its business that must be kept confidential. Additionally, the Company frequently comes into the possession of proprietary and confidential information of third parties that rely on the Company to keep such information confidential. Confidential information includes, but is not limited to, financial records, personnel and payroll records (regarding current or past employees), business plans, memoranda, information regarding Company transactions, third-party account information, information regarding clients, vendors, suppliers, or other parties engaged in business with the Company, or any documents or information regarding Company operations, procedures or practices.

Confidential information in the Company's possession is to be kept confidential and divulged only to individuals authorized to receive such information. Authorization to disclose confidential information, whether or not contained in a document, must be obtained from the Company's President, Chief Financial Officer, or a Vice President. Any doubt as to whether information should be divulged should be resolved in favor of not divulging information, and the situation should be discussed with the Human Resources Manager. Confidential information obtained during or through employment with the Company may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. All reasonable efforts should be used to safeguard confidential information and prevent accidental or negligent loss or release of confidential information to any unauthorized persons.

All records and files maintained by the Company remain the property of the Company at all times. Records and files are not to be disclosed to any outside party without the express permission of the Human Resources Manager. Such confidential information may not be removed from the Company premises without express authorization. Upon the Company's request or termination of

employment, an employee must return to the Company all documents, files, computer media, or other materials containing confidential information.

The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of impermissible use of confidential information.

- B. Temporary employees are required to enter into an agreement with the Company, which substantially reflects the directives in section A above, regarding the protection of confidential information.
- C. Consultants and independent contractors are required, as part of their consulting or services agreement, to protect confidential information according to the provisions of their agreement. Those provisions are ordinarily similar to the directives in section A above, but the Company's officers may modify a consultant or independent contractor's confidentiality duties as they deem appropriate for a particular project or situation.

Employees, supervisors, managers, consultants, and independent contractors should direct questions regarding this policy to the Human Resources Manager.

ICANN
Policies & Procedures
Pages: 3

SUBJECT: CONFLICTS OF INTEREST

SCOPE: Company Wide

Policy Number :
Effective: 1 Nov 99
Supercedes: New

Issued By: Administration Date:
Approved by: Date: 1 Jan 02

1. PURPOSE

To define the Company's policy regarding conflicts of interest and the protection of Company business interests.

2. POLICY/PROCEDURE

The Company has a substantial interest in all of its business ventures and activities and must maintain policies that are designed to protect its financial interests. Employees at all levels throughout the organization are required to comply with this conflict of interest policy.

- A. Employees are expected to adhere to high ethical standards, and not to engage in any conduct that would create an actual or potential conflict, or create the appearance of a conflict between their interests and the interests of the Company.
- B. No employee may engage in any conduct or activity that in any manner disrupts, undermines, damages, impairs or interferes with the Company's business, or its relationships with any customer, prospective customer or outside organization, person or entity with which the Company has or proposes to enter into an arrangement, agreement or contractual relationship.
- C. The protection of trade secrets and other confidential information is of critical importance to the Company and its customers. Therefore, employees are prohibited from disclosing the Company's trade secrets or other confidential information. Employees who are exposed to confidential information about the Company, its customers, its programs or trade secrets may be required to sign a trade secret and nondisclosure agreement as a condition of employment. Employees who improperly disclose the Company's trade secrets or other confidential information will be subject to disciplinary action, up to and including termination of employment, whether or not they are parties to such an agreement.
- D. Examples of common conflicts of interest include, but are not limited to:
 - 1. Working for, or having a financial interest in, a competitor, supplier or customer of the Company.
 - 2. Engaging in self-employment in competition with the Company;

3. Using confidential Company information for personal gain;
 4. Making preparations to establish, or to become employed by, a competing business while still employed by the Company.
- E. The Company reserves the right to determine that other relationships not specifically covered by this policy represent actual or potential conflicts of interest. In any case where the Company determines, in its sole discretion, that a relationship between an employee and a non-employee, or between an employee and an outside organization, represents an actual or potential conflict of interest, the Company may take whatever action it determines to be appropriate to prevent the continuation of the actual or potential conflict of interest. Such an action may include, but is not limited to, a transfer, reassignment or change of responsibilities, or, where it deems such action appropriate, disciplinary action, up to and including termination of employment.
- F. Employees who believe they have a potential conflict of interest must immediately complete a Disclosure Form and discuss the situation with the CEO of the Company. After review, if the Company determines that a conflict of interest exists, it reserves the right, in its sole discretion, to take whatever steps necessary to remedy the situation, including the employee's termination.

ICANN

**CONFLICT OF INTEREST
ACKNOWLEDGMENT &
DISCLOSURE STATEMENT**

I have received a copy of and understand the Company’s policy on Conflicts of Interest and applicable disclosure requirements. I have and will continue to comply with this policy.

I have described below any possible violations or conflicts with this policy, of which I have knowledge. (If none, state “none”.) I understand that the Company may elect to terminate my employment if it determines a conflict exists.

Further, I agree to promptly notify the Company in the future of any circumstances that may cause me to violate the Conflict of Interest policy and/or require me to provide disclosure.

Print Employee’s Name

Date

Employee’s Signature

ICANN

Policies & Procedures
Pages: 3

Policy Number :
Effective: 1 Aug 02
Supercedes: New

SUBJECT: EMPLOYEE CONDUCT AND WORK RULES

SCOPE: Company Wide

Issued By: Administration Date:

Approved by: Date: 1 Aug 02

1. **PURPOSE:**

To define the Company's rules of conduct (work rules) in order to ensure the efficient and orderly operation of the business and to protect the rights and safety of all employees.

2. **POLICY/PROCEDURE:**

The Company has established certain guidelines to govern the personal conduct and work relationships of its employees. The Company considers work rules to be an important responsibility and a necessary part of managing its business. These rules apply to **all** employees.

Violation of any of these rules could result in disciplinary action, ranging from oral and/or written warnings to suspension and/or termination. **Although it is impossible to provide a complete list, examples of this type of infraction include, but are not limited to:**

- Violation of a Company rule or policy, including security and safety rules and the rules stated in the Employee Handbook.
- Negligence that endangers the life or safety of another person, or causes injury to another person or damage to Company property or the property of others.
- Being intoxicated or under the influence of illegal drugs or other controlled substances on Company property, while on duty, or while driving a Company vehicle (except a medication prescribed by a physician that does not impair work performance or create a safety hazard).
- Possession, use, manufacture, purchase or sale of illegal drugs on Company property, while on duty, while driving a Company vehicle, or at other times if it would tend to affect the Company's reputation.
- Failing a drug test that the Company is legally permitted to administer or refusing to cooperate in taking such a test.
- Possession of firearms, weapons or explosives on Company property or while on duty.
- Engaging in criminal conduct or acts of violence, or making threats of violence, on Company property or while on duty, or at other times if it would tend to affect the Company's reputation.

- Fighting or horseplay on Company property.
- Insubordination toward a Company supervisor or manager, either by refusing to obey instructions or by abusive or disrespectful language.
- Threatening, intimidating or coercing a supervisor or a fellow employee at any time whether on or off of Company property.
- Engaging in any act of sabotage; or willfully or through gross negligence causing damage to Company property, or the property of other employees, customers, suppliers, or visitors.
- Theft of Company property or the property of other employees; unauthorized possession or removal of any Company property, including documents, from the premises; or unauthorized use of a Company computer or other Company equipment or property for personal reasons.
- Dishonesty; falsification or misrepresentation on your application for employment or other work records; falsifying the reasons for sick leave or a leave of absence; or alteration of Company records or documents.
- Violating the Company's non-disclosure agreement; giving confidential or proprietary information to competitors or to another person or organization, or to an unauthorized ICANN employee; working for a competing business while an ICANN employee; or breach of confidentiality of personnel information.
- Engaging in malicious gossip or spreading rumors.
- Interfering with another employee's work; or willfully restricting work output or encouraging others to do the same.
- Immoral conduct or indecency on Company property or while on duty.
- Unsatisfactory or careless work, or failure to meet production or quality standards.
- Any act of sexual or other harassment in violation of the Company's policy prohibiting harassment.
- Leaving work before the end of a workday, or not being ready to work at the start of a workday, without approval of your supervisor.
- Sleeping on the job; or loitering or loafing during working hours.
- Excessive use during working hours of a Company telephone or personal wireless telephone for personal calls.
- Leaving your workstation during work hours without the permission of your supervisor, except to use the rest room.

- Smoking in restricted areas.
- Posting, removing or altering notices on any Company bulletin board, without the permission of Management.
- Excessive absence or lateness; or failure to report an absence or late arrival in a timely manner.
- Rudeness or using obscene or abusive language toward any customer or fellow employee.
- Careless driving of a Company vehicle.
- Failure to immediately report damage to, or an accident involving, Company equipment.
- Solicitation or distribution of literature in violation of the Company policy regulating such conduct.
- Failure to enter the correct time on your time card; alteration of your time card or another employee's time card; or causing someone to alter your time card.
- Working unauthorized overtime or failing to work assigned overtime.
- Failure to abide by Company rules for lunch or breaks.

It should be remembered that employment is for an unspecified term and is at the mutual consent of the employee and the Company. Consequently, the employment relationship can be terminated at-will, at any time, either by the employee or the Company, with or without cause or advance notice.

Employees who wish to make a complaint to the Company should refer to the Company's Complaint Procedure policy. Employees who are not satisfied with the result of this procedure may submit the complaint to arbitration under the Company's employment arbitration agreement.

ICANN

ACKNOWLEDGMENT

POLICY ON EMPLOYEE CONDUCT
AND WORK RULES

I hereby acknowledge that I have received a copy of the Company's policy on Employee Conduct and Work Rules.

I acknowledge and understand that I must read the policy and that I am expected to abide by the terms and conditions outlined therein. Further, I understand that any failure to follow the policy may result in disciplinary action, up to and including suspension or termination of my employment.

Print Employee's Name

Date

Employee's Signature

ICANN
Policies & Procedures
Pages: 3

Policy Number :
Effective: 1 Jan 02
Supersedes: New

**SUBJECT: EMPLOYEE INSPECTION OF
OWN PERSONNEL RECORDS**

SCOPE: Company-Wide

Issued By: Corporate Date:

Approved by: Date: 1 Jan 02

1. PURPOSE

To define the Company's policy for an employee to inspect his or her own personnel records.

2. POLICY/PROCEDURE

- A. Upon the request of an employee or former employee, the Employer shall permit the employee or former employee to inspect certain items contained in his or her personnel records that relate to his or her performance or to any grievance concerning the employee or former employee.
- B. Inspection appointments will be made during the Human Resources Department's normal business hours (Monday through Friday, 9:00 A.M. to 6:00 P.M.) and will be scheduled outside the employee's regular working hours. However, if the Company makes the records available for inspection at an off-site location, that inspection will occur without loss of compensation to the employee.
- C. The Human Resources Manager, or a designated representative, shall be physically present during the entire inspection to safeguard the records from loss, damage or alteration.
- D. The duration of the inspection shall be reasonable, with sufficient time allowed based on the volume of the records. An arbitrary time limit should not be imposed. However, the appointment time may be made for a specified time (e.g., one hour), and additional time scheduled for another day, if necessary.
- E. Employees will be permitted to inspect their personnel records at reasonable intervals. In most cases, one inspection per year will be adequate. However, more frequent inspections may be allowed, for example, if the employee has a concern that the file has been altered in a manner that might adversely affect his or her interests, or if the file contains information pertinent to an ongoing investigation affecting the employee.
- F. Only the employee or former employee should be permitted to inspect his or her file. Other individuals, such as union officials, attorneys, designated agents, relatives or job applicants should not be allowed to inspect the file. If requested, employees shall be given copies of documents contained in their file that bear

their signature. No other copies will be provided. Employees may take notes of the items they are inspecting.

- G. Employees shall complete and sign the form, "Inspection of Personnel File," at the completion of the review.
- H. Personnel records are those records that are used or have been used to determine the employee's qualification for employment, promotion, additional compensation, termination or other disciplinary actions. Examples of documents that an employee may be entitled to review include:
 - 1. Payroll authorization form (hiring agreement).
 - 2. Personnel Action Forms (PAF) dealing with compensation, dates of employment, seniority, and other employment-related changes.
 - 3. Notices of commendation, warnings, discipline or termination.
 - 4. Education and training notices and records.
 - 5. Medical restrictions.
 - 6. Test results.
 - 7. Performance appraisal or interview evaluation ratings.
 - 8. Attendance or absence records.
 - 9. Promotion recommendations (but see below).
 - 10. Production and/or quality records (individual).
 - 11. Application/resume and employee personnel forms.
 - 12. Records of grievances affecting employment status.
 - 13. Investigation of fair employment practices or equal opportunity matters.
 - 14. Unfair labor practice matters.
 - 15. Medical records, including illness, injury and workers' compensation matters affecting employment status.
 - 16. Notices of layoff, leave of absence and similar matters.
 - 17. Wage attachment or garnishment notices.
 - 18. Notices of union requirements, membership, dues checkoff, etc.

- I. Items that may not be reviewed are:
 - 1. Records relating to the investigation of a possible criminal offense.
 - 2. Letters of reference.
 - 3. Ratings, reports or records that were (a) obtained prior to the employee's employment; (b) prepared by identifiable examination committee members; or (c) obtained in connection with a possible promotional examination.
 - 4. Attorney-client communications between the Company and its attorneys or attorney work product.
 - 5. Records whose disclosure would violate the privacy rights of others.
- J. Any questions or concerns relative to the provisions of this policy or its enforcement should be directed to the Human Resources Manager.

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 11 Nov 99
Supersedes: New

**SUBJECT: EMPLOYMENT OF MINORS
(CHILD LABOR)**

SCOPE: Company-Wide

Issued By: Corporate Date:

Approved by: Date: 1 Jan 02

1. PURPOSE

To define the Company's policy for the employment of minors.

2. POLICY/PROCEDURE

Minors will not be permitted to work unless they are legally able to do so under all applicable state and federal laws. Ordinarily, individuals will not be hired unless they are at least age 18. Exceptions to this policy will be allowed only if the minor has a valid work permit that specifically authorizes the minor to work for the Company. In such a case, the minor may be permitted to work only in accordance with the terms, restrictions and limitations set forth in the work permit.

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 1 Jan 02
Supercedes: New

**SUBJECT: EQUAL EMPLOYMENT
OPPORTUNITY**

SCOPE: Company Wide

Issued By: Administration Date:

Approved by: Date: 1 Jan 02

1. PURPOSE:

To define the Company's policy for the equal opportunity and treatment of employees and applicants with regard to employment.

2. POLICY/PROCEDURE:

The Company believes that all persons are entitled to equal employment opportunity and does not discriminate against qualified employees or applicants because of race, color, religion, sex, pregnancy, childbirth or related medical conditions, family care status, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, veteran status, or any other characteristic protected by state or federal law.

Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, transfer, discipline, layoff, recall, termination, compensation, benefits, and social and recreational programs. Whenever practical, the Company will place employees in the job that best suits their abilities, interests, and skills, as well as the Company's needs. The Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless undue hardship would result.

Employment decisions will comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Immigration and Nationality Act, and any applicable state laws.

ICANN
Policies & Procedures
Pages: 3

SUBJECT: FRAUD
SCOPE: Company Wide

Policy Number :
Effective: 1 Nov 99
Supercedes: New

Issued By: Administration Date:
Approved by: Date: 1 Jan 02

1. PURPOSE

To establish guidelines for detecting and reporting any defalcation, misappropriation or other irregularities inappropriate to the normal operation of Company business.

2. POLICY/PROCEDURE

This policy applies to any defalcation, misappropriation or other irregularity, actual or suspected, involving employees of the Company, or employees of a customer, supplier or other organization that does business with the Company or any of its affiliates.

3. DEFINITIONS

The terms **defalcation, misappropriation and other irregularities**, refer to, but are not limited to, the following:

1. Any dishonest or fraudulent act;
2. Forgery or alteration of any document or account belonging to the Company of any affiliates;
3. Forgery or alteration of a check, bank draft or any other financial document;
4. Impropriety in the handling or reporting of money or financial transactions;
5. Profiteering as a result of “insider knowledge” of Company activities;
6. Disclosure to other persons or companies of current or contemplated company activity;
7. Accepting or seeking anything of more than nominal value from a customer or supplier without the advance approval of management, or giving a gift to a customer or supplier without management approval, except for certain promotional “premiums” (such as T-shirts or coffee mugs) imprinted with the ICANN logo or information;
8. Destruction or disappearance of records, furniture, fixture or equipment.

4. REPORTING REQUIREMENTS

An employee, supervisor, manager or officer of the Company who discovers or suspects fraudulent activity should contact the CEO of the Company immediately.

1. The responsibilities of the reporting individuals are as follows:

- a. Do not contact the suspected individual in an effort to determine the facts or demand restitution;
 - b. Do not discuss the case, facts, suspicions or allegations with anyone outside the Company, unless specifically asked to do so by the CEO or Vice President/General Counsel of the Company.
 - c. Do not discuss the case with anyone inside the Company other than the CEO, Vice President/General Counsel, or other individuals who have been designated to assist with the investigation.
2. The CEO and/or Vice President/General Counsel of the Company will coordinate all internal and external investigations and may obtain the assistance of outside legal counsel.
3. If the investigation reveals evidence of fraudulent activities, the CEO, Vice President/General Counsel, or other designated individuals will issue reports to the proper authorities (police, insurance company, etc.)
4. Decisions to prosecute or to release information to appropriate law enforcement or regulatory agencies for independent investigation will be made in conjunction with outside legal counsel by the CEO and Vice President/General Counsel.
5. If the investigation results in a recommendation to terminate an employee, the recommendation will be reviewed with the Human Resources Department and outside legal counsel (as may be necessary), before any action is taken.

ICANN
ACKNOWLEDGMENT
POLICY ON FRAUD

I hereby acknowledge that I have received a copy of the Company's policy on Fraud, dated November 1, 1999.

I acknowledge and understand that I must read the policy and that I am expected to abide by the terms and conditions outlined therein. Further, I understand that my failure to follow this policy may result in disciplinary action, up to and including my suspension or termination of employment.

Print Employee's Name

Date

Employee's Signature

ICANN
Policies & Procedures
Pages: 2

SUBJECT: HOLIDAYS

SCOPE: Company Wide

Policy Number :
Effective: 1 Jan 02
Supercedes: New

Issued By: Administration Date:
Approved by: Date: 1 Jan 02

1. **PURPOSE**

To define the Company-recognized holidays and applicable time off with pay.

2. **POLICY/PROCEDURE**

A. Full-time employees who have completed the probationary period will be eligible for nine paid holidays as follows:

- New Year's Day - January 1
- Dr. Martin Luther King, Jr. Day - Third Monday in January
- Presidents' Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- Christmas Eve - December 24 (half-day)
- Christmas Day - December 25

B. If one of the recognized holidays falls on a Saturday, it will be observed on Friday; and if it falls on a Sunday, it will be observed on Monday. However, if Christmas Eve falls on a Sunday, it will be observed on Friday.

C. Holiday pay for eligible employees will be eight hours' pay at the employee's regular straight-time rate.

D. If an eligible employee works on a holiday, he or she shall be paid at the regular straight-time rate for hours worked, in addition to receiving the holiday pay.

E. To qualify for holiday pay, employees must work the scheduled workday immediately before and after the holiday, unless they have an excused absence.

F. Employees will not be eligible for holiday pay if they are on a leave of absence when the holiday occurs.

G. Employees may take time off without pay to observe a religious holiday if they notify their supervisor or manager at least 10 business days in advance.

H. Paid holidays will not be considered time worked in computing overtime pay.

- I. Employees who are scheduled to work on a holiday and fail to do so will not be eligible for holiday pay, unless they have an excused absence.
- J. Part-time and temporary employees are not eligible for paid holidays.

periods are not cumulative and may not be taken in conjunction with a meal period.

6. Work Schedule: The days and hours an employee is regularly scheduled to work.
 - C. Employees will normally be scheduled to work their regular work schedule. However, from time-to-time, it may be necessary for the Company to make changes to the schedule, to decrease or increase the number of hours worked, or to require employees to work overtime. Supervisors and/or managers shall make every effort to provide employees with advance notice of any change to their regular work schedule.
 - D. Employees may not make changes to their work schedule or that of another employee. This includes arranging with another employee to work his or her shift or to change shifts. Changes must be arranged with and approved by the supervisor and/or manager of the department.
 - E. If an employee reports to work on a scheduled workday but is not put to work or is furnished with less than half his or her usual or scheduled day's work, he or she must be paid half his or her usual or scheduled day's work, but in no event less than two hours or more than four hours at his or her regular rate of pay. If an employee reports to work a second time in a scheduled workday and is furnished less than two hours of work, he or she must be paid for two hours at his or her regular rate of pay. This is know as "reporting time pay" or "show-up pay."

ICANN
Policies & Procedures
Pages: 2

Policy Number :
Effective: 1 Aug 02
Supersedes: New

SUBJECT: INFORMATION REQUESTS ON
EMPLOYEES (Current and Former)

SCOPE: Company-Wide

Issued By: Corporate **Date:**

Approved by: **Date:** 1 Aug 02

1. **PURPOSE**

To define the Company's policy for providing information on current and former employees internally and externally.

2. **POLICY/PROCEDURE**

The Company is extremely concerned about the accuracy of information provided to individuals inside or outside the Company regarding current or former employees. Therefore, the Human Resources Manager shall handle all requests for information on current or former employees. The following procedure shall apply:

- A. No employee, Supervisor, Manager or Officer of the Company may provide "off-the-record" information on any current or former employee. All requests for information must be forwarded to the Human Resources Manager without any comment or statement.
- B. The Human Resources Manager may provide only the employee's dates of employment and position held. Additionally, salary verifications for home mortgage loans or other documents will be provided only when specifically requested and authorized in writing by the employee. However, the Company may require the employee's written authorization at other times.
- C. The Company does not provide reference letters for terminating or former employees.
- D. Records may not be released to an outside agency, (e.g., law enforcement, attorneys, IRS, etc.) unless required by law or contract, subpoenaed, or the current or former employee has signed a form directing the release of specific items. In such cases, only the items specified in the request shall be copied and released to the requesting party, nothing more.
- E. This policy extends to all forms of information regarding current or former employees, including, but not limited to, the following:
 1. Verification of employment;
 2. Job references;

3. Inquiries about an individual's performance, character, attitude and attendance;
 4. Credit information;
 5. Background;
 6. Employment history;
 7. Conduct;
 8. Penal history, and
 9. Family circumstances or domestic issues.
- F. Strict adherence to this policy is mandatory. Any individual who violates this policy will be subject to disciplinary action, up to and including termination of employment.

ICANN
Policies & Procedures
Pages: 3

Policy Number :
Effective: 1 Nov 99
Supercedes: New

**SUBJECT: INJURY AND ILLNESS
PREVENTION PROGRAM
(IIPP)**

SCOPE: Company Wide

Issued By: Administration Date:

Approved by: Date: 1 Jan 02

1. PURPOSE

To define the Company's policy for the prevention of injuries and illness in the work place.

2. POLICY/PROCEDURE

Employee safety is of paramount importance to the Company. In keeping with its commitment to safety in the work place, the Company has established this Injury and Illness Prevention Program (the "IIPP") to explain its safety policies and procedures. The key features of the program are summarized below:

A. Responsibility for Administration

The individual with principal authority and responsibility for implementing and administering the Company's IIPP is the Administrative Assistance. For purposes of this policy, this person is referred to as the "IIPP Administrator."

B. Need for Compliance

All employees are required to comply with the Company's safety and health policies and practices. This includes employees at every level and in all positions within the Company. Performance evaluations take into consideration all aspects of any employee's performance, including the employee's compliance with the Company's safety standards. Consequently, strict adherence to the Company's safety standards and legal obligations concerning safety will be viewed positively in an evaluation. In the same manner, employees who fail to promote the interest of safety and health in the work place may be viewed negatively in an evaluation. In addition, violations of safety standards or conduct that shows either a disregard for safety concerns or negligent or reckless conduct may result in disciplinary action. In this regard, it should be remembered that the employment relationship is at the mutual consent of the employee and the Company and can be terminated at will, at any time, either by the employee or by the Company.

C. Communications

From time to time, employees will be informed of matters or issues relating to occupational safety and health. Communications of this nature may be contained in posted notices, memos, personal policy statements, employee newsletters, or

safety guidelines. Important safety issues may also be raised at employee meetings and training programs.

The objectives of the IIPP can only be fully accomplished with the cooperation of all employees. Therefore, employees, Supervisors and Managers are encouraged to direct any questions they have regarding the IIPP or their responsibilities for work place safety to the IIPP Administrator promptly. It is also the responsibility of each employee to inform his or her Supervisor or Manager or the IIPP Administrator immediately of any hazard or unsafe condition in the work place. **This can occur without fear of reprisal in any form. Employees can also notify the IIPP Administrator of any such hazards anonymously if they prefer to do so. This can be done by calling (310) 823-9358 and indicating that the employee does not wish to identify himself or herself, or by completing a “Report of Unsafe Conditions” form and depositing it in the Safety Suggestions Box at the respective location. The employee may also write to the IIPP Administrator at 4476 Admiralty Way, Suite 330, Marina del Rey, California 90292-6601.**

D. Inspections

The Company has adopted procedures that are designed to assist it to identify and evaluate work place hazards, including unsafe conditions and work practices. These procedures include periodic inspections. Routine inspections may be scheduled at various times. In addition, inspections may occur when new substances, processes, procedures, or equipment that represent a new occupational safety and health hazard are introduced to the work place and/or when the Company becomes aware of a new or previously unrecognized hazard.

E. Investigation of Injuries and Illnesses

The Company will investigate occupational injuries and illnesses in a manner that is appropriate for the circumstances. This may involve a physical inspection of the location where an injury occurred or the circumstances that led to the injury or illness, and an investigation into whether specific procedures, practices, or preventive measures could have helped to reduce or eliminate the danger or prevent the injury or illness. Such investigations may be conducted by the IIPP Administration or a person designated by the IIPP Administrator for that purpose.

F. Correction of Unsafe Conditions

Where it is determined that an unsafe or unhealthy condition, work practice or work procedure exists, the Company will take steps that are appropriate under the circumstances to correct the condition, practice or procedure in a timely manner. The severity of a hazard will be considered, along with other relevant factors, when evaluating the most appropriate method of correcting any hazardous situation and the time frame within which the correction will be made. If an imminent hazard exists that cannot be abated immediately without endangering

one or more employees, the Company may find it appropriate to remove all exposed personnel from the area in which the hazard exists, unless they are necessary to correct the existing condition. Where employees are found necessary to correct the hazardous condition, they will be provided necessary safeguards.

G. Training and Instruction

The Company will also provide training and instruction to employees under the IIPP from time to time. Such training and instruction will be provided (1) when the program is first established, (2) as part of the orientation provided to new employees, (3) to employees, provided new job assignments for which training has not previously been received, (4) when new substances, processes, procedures, or equipment are introduced to the work place and represent a new hazard, (5) when the Company becomes aware of a new hazard or one that was previously unrecognized, and (6) to Supervisors and Managers who must be familiar with the safety and health hazards to which employees under their immediate direction and control may be exposed.

H. Records

The Company will retain records of inspections and training conducted under the IIPP for the period required by law.

ICANN
Policies & Procedures
Pages: 1

SUBJECT: JURY DUTY; COURT APPEARANCES

Policy Number :
Effective: 1 Aug 02
Supersedes: New

SCOPE: Company-Wide
Issued By: Corporate Date:
Approved by: Date: 1 Aug 02

1. PURPOSE

To define the Company's policy for employees who are called to serve as a juror or witness or are required to make certain other court appearances.

2. POLICY/PROCEDURE

- A. Employees are entitled to take time off as required by law to serve on a jury if the employee provides reasonable advance notice to the Company of the obligation to serve.
- B. Employees are entitled to take time off to appear as a witness in any judicial proceeding if necessary to comply with a subpoena or court order.
- C. An employee who is a victim of domestic violence is entitled to take time off to obtain any relief, including a restraining order, to help ensure his or her health, safety or welfare or that of his or her child. Unless it is not feasible, employees obtaining such relief must give the Company reasonable advance notice of the intention to take time off. When such an absence is unscheduled, the employee shall provide the Company with a certification establishing the need for the absence. To the extent allowed by law, the Company shall maintain the confidentiality of any employee requesting leave under this paragraph.
- D. Time off under this policy for regular full-time employees will be with pay for up to a maximum of 10 working days per calendar year; additional time off shall be without pay. However, exempt employees receiving time off under this policy will receive their full salary for any week in which they also perform any work. Employees must provide proof of attendance in court or performance of jury duty to receive their regular compensation under this policy; any other compensation received by the employee for the performance of jury duty or as a witness should be provided to the Company.
- E. Employees may use accrued vacation for time taken off under this policy.

SUBJECT: MAKE-UP TIME

SCOPE: Company Wide

Policy Number :
Effective: 1 Jan 02
Supercedes: New

Issued By: Administration **Date:**

Approved by: **Date:** 1 Jan 02

1. PURPOSE

To define the Company's policy for employees to make up time missed during a workweek.

2. POLICY/PROCEDURE

On occasion, nonexempt employees may request to miss a portion of their normal schedule to care for personal business or other matters during their working hours. When this occurs and the absence does not qualify for paid sick leave or unpaid leave required by law, the supervisor or manager must consider the demands of the job and the potential disruption or inconvenience such an absence may cause when deciding to grant such a request. If the request is granted, the time off will be without pay. Employees should give as much advance notice as possible when making the request for time off.

If a nonexempt employee wishes to make up the missed time during the same workday, the request can be granted by the supervisor or manager, at his or her discretion and depending upon the need. No employee shall be allowed to make up time if no work is available. Permission to make up work in a workday can only be granted if it can occur without overtime.

If the employee wishes to make up the missed time on a different workday, the make-up time can be authorized at the employee's regular rate as long as the make-up time does not involve overtime work or cause overtime costs. No employee shall be allowed to make up time if no work is available. In any event, if make-up time is allowed, it should be restricted to the workweek in which the missed time occurred.

If an employee knows that he or she will be requesting make-up time for a personal obligation that will recur at a fixed time over a succession of weeks, the employee may request to make up time for up to 4 weeks in advance, provided however that the make-up time must be performed in the same workweek that the work time was lost.

All requests to make-up work must be in writing.

To avoid overtime work and costs, employees who are permitted to make up time may not work more than 11 hours in a workday or more than 40 hours in a workweek in order to make up the missed time.

Managers and supervisors may inform employees of this make-up time option, however, managers and supervisors may not encourage or otherwise solicit an employee to take personal time off and make up the lost time.

Any questions regarding this policy should be directed to the Human Resources Manager.

ICANN
Policies & Procedures
Pages: 2

SUBJECT: MEAL AND REST PERIODS

SCOPE: Company Wide

Policy Number :
Effective:
Supercedes: New

Issued By: Administration Date:
Approved by: Date: 1 Aug 02

1. PURPOSE

To define the Company's policy for meal and rest periods for nonexempt employees.

2. POLICY/PROCEDURE

Meal Periods

Nonexempt employees may not work more than five hours without a meal period of at least 30 minutes, except that the meal period may be waived by mutual consent of the employee and the Company if a work period of not more than six hours will complete the day's work. In addition, they may not work more than 10 hours without a second meal period of at least 30 minutes, except that this meal period may be waived by mutual consent of the employee and the Company if the total time worked is no more than 12 hours.

Under normal circumstances, the meal period should be taken away from the employee's work area, and the employee must be relieved of all duty during the entire period. However, if the nature of the work prevents an employee from being relieved of all duty, the employee and the Company may agree in writing that it will be an on-duty meal period. Such a written agreement must state that the employee may, in writing, revoke the agreement at any time.

An on-duty meal period will be counted as time worked. Otherwise, meal periods will not be counted as time worked.

Employees are required to record the beginning and end of each meal period on their time sheets, unless it is an on-duty meal period that meets the requirements stated above.

Meal periods should be scheduled by the employee's supervisor or manager so that the employee's position may be covered as necessary during these periods.

Rest Periods

Nonexempt employees must be permitted to take rest periods, which insofar as practicable should be in the middle of each work period. The authorized rest period is 10 minutes of rest time per four hours of work or major fraction thereof. However, a rest period need not be given to employees whose total work time during the day is less than three and one-half hours.

Authorized rest period time must be counted as hours worked. Rest periods may not be combined or added to an employee's meal period. Since employees are paid for rest periods, they must remain on Company premises.

Rest periods will be scheduled by each employee's supervisor or manager to ensure that the employee's position will be covered during these periods.

ICANN
Policies & Procedures
Pages: 2

SUBJECT: MILITARY LEAVES

SCOPE: Company Wide

Policy Number:
Effective: 1 Jan 02
Supersedes: New

Issued By: Corporate **Date:**
Approved by: **Date:** 1 Jan 02

1. PURPOSE:

To define the Company's policy for employee leaves of absence due to military service.

2. POLICY/PROCEDURE:

An employee whose absence from employment is necessitated by reason of service in the Armed Forces of the United States will be placed on a leave of absence without pay, in accordance with federal law. Employees are required to provide advance verbal or written notice of such absence, unless provision of such notice is impossible, unreasonable, or precluded by military necessity. Upon completion of military service, the employee will be reinstated to his or her same position or one of comparable seniority, status, and pay if:

- A. He or she applies for reinstatement within the time period required by federal and state law after release from active duty or hospitalization following such duty or service; and
- B. Reinstatement would not be impossible, unreasonable or impose an undue hardship on the employer; and
- C. He or she satisfies other legal requirements under federal and state law.

An employee who is a member of the National Guard, Naval Militia or of a reserve component of the United States Armed Forces or State Military Reserve shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Training leaves will not, except in an emergency or in the event of extenuating circumstances, exceed 17 calendar days a year, including reasonable travel time.

All leave of absence requests must be presented to the employee's supervisor or manager as far in advance as possible. The supervisor or manager will promptly forward the request to the Human Resources Manager for final approval.

Vacation and sick leave will not accrue during any period of leave of absence of 31 calendar days or more. Where permitted by law, the employee's anniversary date will be adjusted accordingly if the leave is for 31 calendar days or more. The employee's insurance benefits will remain in effect, but employees will be required to pay the monthly contribution under the benefit plans to maintain coverage if the leave is for 31 days or more.

Employees, supervisors and managers should direct questions to the Human Resources Manager.

ICANN
Policies & Procedures
Pages: 1

SUBJECT: NO SMOKING POLICY

SCOPE: Company Wide

Policy Number :
Effective: 1 Jan 02
Supercedes: New

Issued By: Administration Date:
Approved by: Date: 1 Jan 02

1. PURPOSE:

To define the Company's policy on smoking in the workplace and to comply with laws that regulate smoking.

2. POLICY/PROCEDURE:

The Company is committed to a philosophy of good health and a safe workplace. In keeping with this philosophy, it is important that the workplace and office environment reflect the Company's concern for good health. Smoking is therefore not permitted at any time inside Company offices or other enclosed work areas. Smoking is only permitted outdoors and it must be limited to meal and rest periods.

Any employee who fails to comply with this policy, or who removes, mutilates or destroys no-smoking signs, will be subject to discipline.

ICANN
Policies & Procedures
Pages: 1

**SUBJECT: OUTSIDE BUSINESS
ACTIVITIES
(MOONLIGHTING)**

Policy Number :
Effective: 1 Aug 02
Supercedes: New

SCOPE: Company Wide
Issued By: Administration Date:

Approved by: Date: 1 Aug 02

1. PURPOSE:

To define the Company's policy concerning employees who own or operate a business or secure other employment while actively employed with the company.

2. POLICY/PROCEDURE:

The Company is concerned that outside business activities and other employment relationships may adversely affect an employee's commitment to work for the Company. Such activities can create distractions, conflicts of interest, scheduling problems, fatigue and other problems that could negatively impact an employee's performance or the Company's interests.

Based on these considerations, outside employment is discouraged (except for part-time employees). An employee must notify the Company and receive approval from Human Resources to perform any outside business activity. The Company will not grant requests to perform outside business activities in any event where they involve a conflict of interest or interfere with the employee's job performance.

1. PURPOSE

To define the overtime pay policy for nonexempt employees of the Company.

2. POLICY/PROCEDURE

Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who qualify as administrative, executive, or professional employees within the meaning of the state and federal wage and hour laws are exempt from overtime pay and are not subject to this policy. All nonexempt employees qualify for overtime.

All overtime worked by a nonexempt employee must be approved in advance by an employee's supervisor or manager. Because unauthorized overtime is against Company policy, employees who work unauthorized overtime are subject to discipline, possibly including termination.

1. Time Worked: Employees shall record all time worked, including time worked over their normal schedule, on the time card at the time it actually occurs.
2. Workday: A workday is a consecutive 24-hour period beginning at the same time each day. The workday begins at 12:00 A.M. (midnight) and ends 24 hours later at midnight.
3. Workweek: A workweek consists of a seven day period beginning on a Sunday and ending seven days later on a Saturday. It is a fixed and regularly recurring period of 168 hours: seven consecutive 24-hour periods.
4. Overtime: Any work in excess of eight hours in one workday and any hours worked in excess of forty in one workweek are compensated at one-and-one-half times the employee's regular hourly rate. Any hours worked in excess of twelve in one workday will be compensated at twice the employee's regular hourly rate. On the seventh day of an employee's work during any one workweek, overtime is calculated at one-and-one-half times the employee's regular hourly rate for the first eight hours of work and twice the regular hourly rate for each hour thereafter. No "pyramiding" of overtime (combining rates of overtime to increase compensation) is allowed under this policy. An employee who misses certain hours of work during a workweek may "make up" that time during the same workweek (after making a signed request and receiving approval), but no overtime will be paid other than for hours in excess of 11 in a workday or 40 in a

workweek. Hours paid, but not worked, e.g., holidays, sick days, and vacation days, do not count as hours worked in computing overtime.

5. Weekends: Weekend work does not automatically qualify for compensation at a premium rate of pay. Hours worked on Saturdays and/or Sundays qualify for premium pay only if they qualify as overtime hours under the standards noted above.
6. Holidays Worked: Nonexempt employees who are eligible for holiday pay and work on a company-recognized holiday shall be paid their regular hourly rate for hours worked on the holiday, plus pay for the holiday.
7. Alternative Workweek: The Company reserves the right to implement an alternative workweek after complying with all state obligations.

ICANN
Policies & Procedures
Pages: 1

SUBJECT: PAYCHECKS ON TERMINATION

SCOPE: Company Wide

Policy Number:
Effective: 1 Jan 02
Supersedes: New

Issued By: Administration **Date:**
Approved by: **Date:** 1 Jan 02

1. PURPOSE:

To define the Company's policy for payment of final wages to terminating employees.

2. POLICY/PROCEDURE:

Employees will receive their final paychecks within the time required by law.
The following provisions shall apply:

- A. Employees who resign **with at least 72 hours' advance notice** must be provided their final paycheck on their last day of work.
- B. Employees who resign **without providing at least 72 hours' advance notice** must be provided their final paycheck within 72 hours of their resignation.
An employee who quits without providing a 72-hour notice is entitled to receive payment by mail if he or she so requests and designates a mailing address. In this event, the date of mailing is considered the date of payment.
- C. Employees who are **terminated involuntarily** must be provided their final paycheck on their last day of work.
- D. Employees must return Company property, such as keys and equipment, at the time the final paycheck is provided. However, the Company may not hold the final paycheck if it is unable to collect such property from the employee.
- E. All final paychecks will include pay for any accrued and unused vacation.

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 1 Jan 02
Supersedes: New

SUBJECT: PROBATIONARY PERIOD
SCOPE: Company-Wide
Issued By: Corporate Date:
Approved by: Date: 1 Jan 02

1. PURPOSE

To define the probationary period for new employees of the Company.

2. POLICY/PROCEDURE

The first 90 calendar days of employment with the Company is the probationary period. During this time, the Company will evaluate the employee's suitability for employment, while providing training for the position. Likewise, the employee can evaluate the Company during this time.

Upon successfully completing the probationary period, employees will become regular employees of the Company. Completion of the probationary period does not guarantee employment for a specified period of time, nor does it change the at-will nature of the employment relationship.

Benefits, such as paid holidays and bereavement leave, will not become effective until completion of the probationary period. Employees will not be entitled to use accrued vacation or sick leave until the completion of the 90-day probationary period.

ICANN
Policies & Procedures
Pages: 4

SUBJECT: PROHIBITION OF HARASSMENT

SCOPE: Company Wide

Policy Number :
Effective: 1 Nov 99
Supercedes: New

Issued By: Administration Date:
Approved by: Date: 1 Jan 02

1. PURPOSE:

To define the Company's policy against harassment of any kind in the work place.

2. POLICY/PROCEDURE:

The Company is committed to providing a work environment that is free of sexual harassment (which includes harassment based on gender, pregnancy and childbirth or related medical conditions), as well as harassment based on any other characteristic protected by state or federal law, such as race or color; religious creed, beliefs, observances or practices; national origin, citizenship or ancestry; age; physical or mental disability; medical condition; marital status, sexual orientation; family care, pregnancy disability, or medical leave status; or veteran status. **The Company strongly disapproves of and will not tolerate harassment of employees by managers, supervisors or co-workers.** It will also attempt to protect employees from harassment by non-employees in the workplace.

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive or hostile working environment, or interferes with work performance. Such conduct constitutes harassment when:

- A. Submission to the conduct is made either an explicit or implicit condition of employment or an employment benefit;
- B. Submission to or rejection of the conduct is used as the basis for an employment decision; or
- C. The harassment interferes with an employee's work-performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, the following:

- 1. Slurs, jokes, epithets, derogatory comments, statements or gestures;
- 2. Assault, impeding or blocking another's movement or otherwise physically interfering with normal work;
- 3. Pictures, posters, drawings or cartoons based upon the characteristics mentioned in the first paragraph of this policy.

Sexually harassing conduct includes all of the above prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and unwelcome sexual advances.

Any incident of work-related harassment, whether witnessed or experienced by an employee, including harassment by any company personnel or any other person, should be reported promptly to the CEO or the Vice-President/General Counsel of the Company. Every reported claim of harassment will be investigated thoroughly and promptly. In addition, the Company will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint of harassment.

If harassment by a company employee is established, the Company will discipline the offender. Disciplinary action for a violation of this policy can range from a warning, up to and including immediate termination, depending upon the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken.

Sexual and other forms of harassment, and retaliation for opposing or participating in investigations of such harassment, are illegal. In addition to notifying the Company about harassment or retaliation complaints, employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH) or to the Equal Employment Opportunity Commission (EEOC).

This policy applies to **ALL** Company agents and employees, including supervisors, managers, and officers. Any person who commits such a violation may be subject to personal liability as well as discipline by the Company.

I C A N N

EMPLOYEE'S ACKNOWLEDGMENT

POLICY ON PROHIBITION ON HARASSMENT

I acknowledge that I have received a copy of the Company's written policy on the prohibition of unlawful harassment, dated November 1, 1999, and a copy of the Department of Fair Employment and Housing pamphlet on unlawful sexual harassment. I understand that the Company will not tolerate unlawful harassment by any employee. I recognize that the only way the Company can provide a harassment-free work environment is with the assistance of its employees.

Therefore, I agree to comply with all aspects of the policy against unlawful harassment. Further, I agree to fulfill all of my responsibilities under the policy, including the responsibility to report any unlawful harassment immediately to the CEO or Vice President/General Counsel, of the Company in accordance with the procedures of the policy.

I understand that if I violate any aspect of the Company's policy prohibiting unlawful harassment that I will be subject to disciplinary action, up to and possibly including, immediate termination of my employment.

Print Employee's Name

Date

Employee's Signature

I C A N N

MANAGER'S ACKNOWLEDGMENT

POLICY ON PROHIBITION ON HARASSMENT

As a manager of the Company, I acknowledge receipt of the Company's Policy Prohibiting Harassment, dated November 1, 1999, and a copy of the Department of Fair Employment and Housing pamphlet on unlawful sexual harassment. I understand that the Company can be held responsible for acts of unlawful harassment that I commit, condone, tolerate, or fail to investigate and properly address. I also understand that, if I know of or have reason to know of any unlawful harassment or the existence of a hostile, intimidating or offensive work environment at any time now or in the future and I fail to report it immediately to higher management, both the Company and I can be placed in jeopardy.

I will conduct myself in accordance with the Company's policies. I will immediately report any act, allegation or rumor of unlawful harassment to the CEO or Vice President/General Counsel of the Company. I will also cooperate fully with any investigation of a claim, and I will not retaliate against any person who has reported the existence of such improper conduct.

Finally, I understand that if I violate any aspect of the Company's policy against harassment, I will be subject to disciplinary action, up to and possibly including, immediate termination of my employment, and that I can be sued and held personally liable for my conduct.

Print Employee's Name

Date

Employee's Signature

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 1 Jan 02
Supersedes: New

SUBJECT: RESIGNATION NOTICE TIME

SCOPE: Company-Wide

Issued By: Corporate **Date:**

Approved by: **Date:** 1 Jan 02

1. PURPOSE

To define the Company's policy for notice of voluntary resignations by employees, supervisors and managers.

2. POLICY/PROCEDURE

Although employees may resign at will, at any time, with or without cause or advance notice, they are requested to provide at least two weeks' advance notice in writing whenever possible. Supervisors or managers are requested to provide at least four weeks' advance notice in writing. Employees who fail to provide such advance notice will be considered ineligible for rehire.

The Company may decide to accept a resignation immediately and to accelerate the final date of active work. In that event, the employee will be paid through the last day stated in the resignation, as long as the notice period does not exceed the notice requested above.

SUBJECT: SICK LEAVE

SCOPE: Company Wide

Policy Number :
Effective: 1 Jul 02
Supercedes: 1 Jan 02

Issued By: Administration Date:
Approved by: Date: 1 Jul 02

1. PURPOSE

To define the Company's policy on sick leave benefits.

2. POLICY/PROCEDURE

- A. Full-time employees and part-time employees scheduled to work at least 50 percent of a full-time (40 hours per week) schedule will be eligible to accrue a maximum number of sick leave days during each year of employment according to the following schedule:

<u>Percent of Full-Time Employment</u>	<u>Maximum Annual Accrual</u>
100 (full-time)	10 work days
At least 90, but less than 100	9 work days
At least 80, but less than 90	8 work days
At least 70, but less than 80	7 work days
At least 60, but less than 70	6 work days
At least 50, but less than 60	5 work days
Less than 50	0 work days

Part-time employees working less than 50 percent of a full-time schedule and temporary employees are not eligible for paid sick leave.

- B. An eligible employee will proportionately accrue the days of sick leave on a per pay period basis until the maximum of days is reached. Sick leave days may be banked, and unused days will carry forward into a new anniversary year. However, an employee will only be eligible to accrue a maximum total of sick leave days equal to that employee's annual accrual of sick leave.
- C. Sick leave may not be used until the completion of the probationary period.
- D. Sick leave may be used if the employee is unable to work because of a personal illness or medical emergency, or if the employee needs to attend to an illness or medical emergency of a parent, spouse, child or statutory domestic partner.
- E. When sick leave is used because of an employee's personal illness or medical emergency, it will be integrated with State Disability Insurance (SDI). To receive SDI benefits, an employee must file a form with the Employment Development Department (EDD). The form requires completion by the employee and his or her

physician. Once an employee receives a check from SDI, he or she must present a copy of the stub to the Company. The difference between the employee's regular wages and the SDI check for the covered period will be paid from the employee's available sick leave. This will allow for a slower reduction of the employee's sick leave accrual.

- F. The Company has the option of requiring medical verification of the illness or medical emergency from the employee's doctor—or from the doctor of the parent, child, spouse or statutory domestic partner—before sick leave is paid.
- G. An employee who is on a leave of absence for a period of 31 calendar days or more will have his or her anniversary date adjusted by the number of days absent. This extends the year of service for purposes of sick leave by the number of days of the leave. Sick leave will not accrue during a leave of absence of 31 calendar days or more. A leave of absence of 30 calendar days or less will not affect an employee's anniversary date.
- H. If it is necessary for an employee to be absent from work because of an illness or medical emergency, or because of a need to attend to an illness or medical emergency of a parent, spouse, child or statutory domestic partner, the employee must notify the Company at least two hours before the start of the shift (unless it is impossible to do so, in which event the employee must give as much notice as possible). In giving this notice, the employee must make every effort to speak directly to his or her supervisor.
- I. Paid sick leave will not be considered time worked for purposes of computing overtime pay.
- J. Unused sick leave will not be paid upon termination of employment.

ICANN
Policies & Procedures
Pages: 2

SUBJECT: SOLICITATION AND DISTRIBUTION OF LITERATURE

SCOPE: Company Wide

Policy Number :
Effective: 1 Jul 02
Supercedes: New

Issued By: Administration Date:
Approved by: Date: 1 Jul 02

1. PURPOSE:

To define the Company's policy on solicitation and distribution of literature on Company property.

2. POLICY/PROCEDURE:

In order to avoid disruption of Company operations, the following rules shall apply to solicitation and the distribution of literature on Company property:

A. OUTSIDERS

Persons who are not employed by the Company **may not** solicit or distribute literature on Company property **at any time** for any purpose.

B. EMPLOYEES OF THE COMPANY

1. Employees of the Company **may not** solicit during working time for any purpose. (Working time is defined below).
2. Employees of the Company **may not** distribute literature during working time for any purpose.
3. Employees of the Company **may not** distribute literature at any time for any purpose in working **areas**. Working areas do not include the lunch room or the parking areas.

Working Time:

“Working time” **includes** the working time of both the employee doing the solicitation and/or distribution and the employee to whom it is being directed. Working time **does not include** break periods, meal periods, or any other specified periods during the workday when employees are properly not engaged in performing their work tasks.

4. Solicitation and distribution includes, **but is not limited to**, the following:
 - a. Distribution of catalogues to solicit the sale of Avon, Tupperware, Amway, Fuller Bursh, Mary Kay Cosmetics, etc.;
 - b. Solicitation or distribution of school fund-raiser items, such as candy, nuts, calendars, wrapping paper, magazines or books, etc.;

- c. Personal items for sale, such as a car, clothing or other personal belongings;
 - d. Solicitation of money for charitable causes of gifts, lottery tickets, sports/game pools, etc.
5. Questions about solicitation or distribution, or the definition of working time or working areas, should be directed to the Chief Executive Officer of the Company.

ICANN

ACKNOWLEDGMENT

POLICY ON
SOLICITATION AND DISTRIBUTION
OF LITERATURE

I hereby acknowledge that I have received a copy of the Company's policy on Solicitation and Distribution of Literature.

I acknowledge and understand that I must read the policy and that I am expected to abide by the terms and conditions outlined therein. Further, I understand that any failure to follow the policy may result in disciplinary action, up to and including suspension or termination of my employment.

Print Employee's Name

Date

Employee's Signature

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 1 Jan 02
Supersedes: New

SUBJECT: TIME OFF
SCOPE: Company-Wide
Issued By: Corporate **Date:**
Approved by: **Date:** 1 Jan 02

1. PURPOSE

To define the Company's policy for time off to care for matters regulated by law.

2. POLICY/PROCEDURE

Employees may occasionally need time off from work to address important matters that are regulated by law. The Company will comply with its legal obligations by providing employees time off, where necessary, to vote; to perform emergency duty as a volunteer firefighter, reserve police officer or emergency rescue person; to serve as a juror or witness; to appear in the school of the employee's child pursuant to the request of the school; to attend an adult literacy education program; or because the employee has been a victim of domestic violence. Time off that is provided under this policy will ordinarily be unpaid except where the law requires that it be compensated.

ICANN
Policies & Procedures
Pages: 2

Policy Number :
Effective: 1 Jul 02
Supersedes: New

SUBJECT: VACATIONS

SCOPE: Company Wide

Issued By: Administration **Date:**

Approved by: **Date:** 1 Jul 02

1. **PURPOSE**

To define Company policy for earning and taking vacation time.

2. **POLICY/PROCEDURE**

- A. Full-time employees will accrue vacation on a per pay period basis, according to the schedules below.

NON-EXEMPT FULL-TIME EMPLOYEES

<u>Years of Service</u>	<u>Approx. Number of Work Days Per Year</u>	<u>Accrual Per Pay Period</u>
One through four	10	3.33 hours
Five through nine	15	5 hours
Ten and after	20	6.66 hours

EXEMPT FULL-TIME EMPLOYEES

<u>Years of Service</u>	<u>Approx. Number of Work Days Per Year</u>	<u>Accrual Per Pay Period</u>
One through nine	15	5 hours
Ten and after	20	6.66 hours

- B. Part-time employees who are scheduled to work at least 50 percent of a full-time (40 hours per week) schedule will accrue vacation on a per pay period basis. However, the amount accrued will be a percentage of the vacation accrual available to full-time employees having equivalent years of service. This percentage will correspond to the percentage of time that will be worked by the employee.

Part-time employees scheduled to work less than 50 percent of a full-time schedule (40 hours per week) and temporary employees will not accrue paid vacation.

- C. Vacation accruals will be calculated and adjusted monthly. An employee may accrue vacation up to a maximum of 30 work days. Once an employee has reached his or her maximum accrual, no further vacation will accrue until the accrued hours drop below the maximum.

- D. Vacation will not accrue during a leave of absence of 31 calendar days or more. A leave of absence of 31 calendar days or more will result in the employee's anniversary date being adjusted by the total number of days of the leave. This will extend the year of service for vacation accrual purposes by the total number of days of the leave. Leaves of absence of 30 calendar days or less will not affect the employee's anniversary date or the year of service for vacation purposes.
- E. Vacation requests must be submitted at least one month in advance and must be approved by the employee's immediate supervisor. Every effort will be made to grant the vacation time requested. However, vacations cannot interfere with the workplace needs or operations of the department or the Company. Vacation requests resulting in an absence from work of more than 30 calendar days will not be approved, except as specified in paragraph G. below.
- F. Usually only one employee may be on vacation in a department at any one time. If a conflict arises in the requested time for a vacation, the employees' supervisor will decide which employee's request shall be given preference based on the Company's operational needs.
- G. Employees must be permitted to use accrued vacation if they take time off from work (1) for a family or medical leave that qualifies under applicable law; (2) to serve on a jury; (3) to testify in a judicial proceeding under subpoena or court order; or (4) if a victim of domestic violence, to obtain an injunction to ensure the health, safety or welfare of the employee or his or her child.
- H. Subject to exceptions made in unusual circumstances and in the sole discretion of ICANN management, employees may not use vacation during the 90-day probationary period.
- I. Upon termination of employment, an employee will be paid for all accrued and unused vacation time.
- J. Vacation pay for a day of vacation is eight hours' pay at the employee's straight-time rate in effect at the time the vacation is taken.
- K. Vacation pay will not be considered time worked for purposes of computing overtime pay.
- L. Employees will not be paid in lieu of taking vacation.

ICANN
Policies & Procedures
Pages: 1

Policy Number :
Effective: 1 Jan 02
Supercedes: New

SUBJECT: VOTING TIME

SCOPE: Company Wide

Issued By: Administration Date:

Approved by: Date: 1 Jan 02

1. PURPOSE:

To define the Company's policy for releasing employees to vote during work time.

2. POLICY/PROCEDURE:

1. Employees who are unable to vote during non-working hours and wish to be released from work to vote in a statewide election must make arrangements in advance with their Supervisor or Manger. Employees must give at least two (2) working days' notice that time off for voting is desired.
2. Employees may take **up to 2 hours** with pay to vote. The time off for voting shall be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from work, unless otherwise mutually agreed. It may not be necessary to schedule a full 2-hours off work.
3. Upon return to work, employees must present a voter's receipt to their Supervisor or Manager to qualify for the time off with pay.
4. Questions regarding this policy should be directed to the Human Resources Manager.
5. Not less than 10 days before every nationwide election, the Company will post the attached notice to employees.

ICANN
Policies & Procedures
Pages: 3

SUBJECT: WORKPLACE SECURITY AND ANTI-VIOLENCE

SCOPE: Company-Wide

Policy Number :
Effective: 1 Jan 02
Supersedes: New

Issued By: Corporate Date:
Approved by: Date: 1 Jan 02

1. PURPOSE

To define the Company's policy on the prevention and reporting of workplace violence, safety or security issues.

2. POLICY/PROCEDURE

The Company is committed to providing a violence-free workplace for its employees. In keeping with this commitment, it has established an anti-violence policy that prohibits actual or threatened violence by employees against co-workers or other persons. The policy is also intended to promote workplace security by addressing situations in which outsiders enter the workplace and engage in violent acts or threaten employees with violence. Although some kinds of violence result from societal issues that are beyond the Company's control, the Company believes that it can adopt some measures that will increase security and protection for its employees. Therefore, the following guidelines have been established to assist employees and management in preventing or controlling violence in the workplace.

A. Early Warning Signs

Employees and management should understand that certain risk factors and behavior patterns may offer early warning signs of violent conduct. Examples of such warning signs include the following:

- A history of emotional or mental disturbance
- A history of threatening or violent behavior
- Paranoia or easily panicked behavior
- A fascination or preoccupation with weapons, particularly weapons or explosives that could be used for mass destruction, such as semi-automatic guns
- Identifying with incidents of workplace violence reported in the media and either condoning or sympathizing with the actions of the individuals committing the violence
- Engaging in frequent disputes with supervisors, managers or co-workers

- Behavior indicating that the individual is significantly out of touch with reality and that he or she may pose a danger either to himself or herself or to others

If a supervisor or manager becomes aware of risk factors and behavior patterns of the type described above, the supervisor or manager must contact the Human Resources Manager promptly. The Human Resources Manager will evaluate the matter and provide the supervisor or manager with direction and assistance to deal with the situation. If outside consultants or experts should be contacted, the Human Resources Manager will do so.

B. Threats of Violence

Every threat of violence is serious and must be treated as such. Threatening behavior can include such actions as:

- Throwing objects
- Making a verbal threat to harm another individual or destroy property
- Making menacing gestures
- Expressing significant grudges against co-workers, supervisors or managers
- Attempting to intimidate or harass other individuals

Employees, supervisors or managers who become aware of any threats of workplace violence must report the threats immediately to their supervisor or the Human Resources Manager if the supervisor or manager is not immediately available. The supervisor or manager will be responsible to notify the Human Resources Manager who will consult with the appropriate resources in order to complete an assessment of the incident and surrounding circumstances.

C. Imminent Risk of Violence

If an employee, supervisor or manager becomes aware of any actual violence, imminent violence, or threat of imminent violence, obtaining emergency assistance must be a matter of first priority.

The employee should, warranted by the circumstances, contact the local law enforcement authorities by dialing 911.

Immediately after contacting the law enforcement authorities for emergency assistance, the employee should report the incident to his or her supervisor or manager if available. The supervisor or manager must notify the Human Resources Manager immediately. If the supervisor or manager is not immediately available, the employee should contact the Human Resources Manager immediately after contacting the law enforcement authorities.

D. Policy Violations

Employees, supervisors and managers may report incidents of violence or threats of violence without fear of reprisal of any kind. In cases where it is determined that an employee has violated this policy by threatening another individual with violence or engaging in violent behavior, the Human Resources Manager will determine the appropriate corrective action, including whether disciplinary action is warranted. If it is determined that a threat of violence was made or actual violence occurred, disciplinary action will be imposed, up to and possibly including immediate termination of employment. In situations where it is found appropriate to do so, an individual who violates this policy may be required to obtain counseling.

ICANN EMPLOYMENT APPLICATION

PLEASE READ CAREFULLY

ANSWER ALL QUESTIONS

PRINT CLEARLY IN INK

PERSONAL

TODAY'S DATE	LAST NAME	FIRST	MIDDLE	SOCIAL SECURITY NUMBER	
HOME ADDRESS: STREET		APT.	CITY	STATE	
HOME PHONE ()		MESSAGE PHONE ()	ARE YOU 18 OR OVER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF HIRED, YOU WILL BE REQUIRED TO SUBMIT PROOF OF AGE.		
NAME OF PERSON THROUGH WHOM YOU MAY BE CONTACTED FOR MESSAGE PURPOSES: ADDRESS: _____ PHONE: _____					
IF HIRED, CAN YOU FURNISH PROOF THAT YOU ARE LEGALLY PERMITTED TO WORK IN THE UNITED STATES? <input type="checkbox"/> YES <input type="checkbox"/> NO					
WHAT OTHER NAME HAVE YOU BEEN EMPLOYED UNDER IF DIFFERENT FROM PRESENT NAME?					
HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO (Record of conviction does not necessarily disqualify you from employment consideration) IF YES, PLEASE EXPLAIN _____					
NAMES OF RELATIVES EMPLOYED BY THIS COMPANY:			DEPARTMENT		
HOW DID YOU LEARN ABOUT THIS JOB OPENING?			HAVE YOU PREVIOUSLY BEEN EMPLOYED BY ICANN? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHERE? _____ WHEN? _____		

EDUCATIONAL RECORD

HIGH SCHOOL	LOCATION	CIRCLE LAST GRADE COMPLETED	DIPLOMA?
		9 10 11 12	
COLLEGE	LOCATION	1 2 3 4	DEGREE AND MAJOR
COLLEGE	LOCATION	1 2 3 4	DEGREE AND MAJOR
OTHER EDUCATION, SPECIAL COURSES, OR ACADEMIC HONORS			
COLLEGES IN WHICH YOU ARE CURRENTLY ENROLLED :			

PROFESSIONAL LICENSES/CERTIFICATION

PROFESSIONAL LICENSES/CERTIFICATION					OFFICE USE ONLY
TYPE	NUMBER	STATE ISSUED	DATE ISSUED	EXPIRES ON	CONFIRMED
TYPE	NUMBER	STATE ISSUED	DATE ISSUED	EXPIRES ON	CONFIRMED
LIST ANY PROFESSIONAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER (You may omit any which indicates sex, religion, national origin, ancestry, handicap or disability, race, age, sexual orientation, marital status, or Veterans status):					

U.S. MILITARY EXPERIENCE

BRANCH	INITIAL RANK	FINAL RANK
SERVICE SCHOOLS ATTENDED:		
SPECIALTY (Nature of Duties):		

SKILLS

TYPING SPEED (Last Date Tested)	COMPUTER PROFICIENCY? <input type="checkbox"/> EXCELLENT <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR	CALCULATOR BY TOUCH? <input type="checkbox"/> YES <input type="checkbox"/> NO	PBX (Type of Board)
LIST OTHER KNOWLEDGE OR SKILLS YOU POSSESS OR EQUIPMENT YOU CAN OPERATE:			

JOB INTEREST

FIRST CHOICE		SECOND CHOICE			DATE AVAILABLE		SALARY DESIRED	
HOURS & SHIFTS AVAILABLE <input type="checkbox"/> FULL TIME <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> PART TIME <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> ON CALL <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> DAYS <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> EVENINGS <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> NIGHTS <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> WEEKENDS <input type="checkbox"/> YES <input type="checkbox"/> NO		

EMPLOYMENT HISTORY MOST RECENT EMPLOYER FIRST - EXPLAIN ANY LAPSES IN EMPLOYMENT BETWEEN JOBS

PRESENT COMPANY		MAY WE CONTACT? <input type="checkbox"/> YES <input type="checkbox"/> NO			PHONE NUMBER			
ADDRESS				<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME	AVERAGE _____ HOURS WEEKLY			
JOB TITLE:		IMMEDIATE SUPERVISOR:			EMPLOYED			
NATURE OF DUTIES:				FROM:		TO:		
				MO. _____ YR. _____	MO. _____ YR. _____			
REASON FOR LEAVING (Also indicate resigned, discharged, etc.)				HOURLY SALARY				
				START:	END:			

EXPLAIN TIME LAPSE:

PRESENT COMPANY		MAY WE CONTACT? <input type="checkbox"/> YES <input type="checkbox"/> NO			PHONE NUMBER			
ADDRESS				<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME	AVERAGE _____ HOURS WEEKLY			
JOB TITLE:		IMMEDIATE SUPERVISOR:			EMPLOYED			
NATURE OF DUTIES:				FROM:		TO:		
				MO. _____ YR. _____	MO. _____ YR. _____			
REASON FOR LEAVING (Also indicate resigned, discharged, etc.)				HOURLY SALARY				
				START:	END:			

EXPLAIN TIME LAPSE:

PRESENT COMPANY		MAY WE CONTACT? <input type="checkbox"/> YES <input type="checkbox"/> NO			PHONE NUMBER			
ADDRESS				<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME	AVERAGE _____ HOURS WEEKLY			
JOB TITLE:		IMMEDIATE SUPERVISOR:			EMPLOYED			
NATURE OF DUTIES:				FROM:		TO:		
				MO. _____ YR. _____	MO. _____ YR. _____			
REASON FOR LEAVING (Also indicate resigned, discharged, etc.)				HOURLY SALARY				
				START:	END:			

I hereby certify that the information contained in this application form is true and correct to the best of my knowledge and I agree to have any of the statements checked by the Company unless I have indicated to the contrary. I authorize the references listed above to provide the Company any and all information concerning my previous employment and any pertinent information that they may have. Further, I release all parties and persons from any and all liability for any damages that may result from furnishing such information to the Company as well as from the use or disclosure of such information by the Company or any of its agents, employees, or representatives. I understand that any misrepresentation, falsification, or material omission of information on this application may result in my failure to receive an offer or, if I am hired, in my dismissal from employment.

In consideration of my employment, I agree to conform to the rules and standards of the Company and agree that my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, either at my option or at the option of the Company. I understand that no employee or representative of the Company other than the CEO of the company has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing. Further, the CEO of the company may not alter the at-will nature of the employment relationship unless he does so specifically and in writing. I also understand that all offers of employment are conditioned on the provision of satisfactory proof of an applicant's identity and legal right to work in the U.S.

ICANN complies with Federal and State laws which prohibit discrimination on the basis of race, color, age, sex, religion, national origin, ancestry, disability or handicap, Veteran status, medical condition (as defined by California law), sexual orientation and marital status.

Applicant's Signature

Date

Date

Name
Address

Dear Name:

I am pleased to confirm the oral offer of employment as an xxx that was made to you by xxx. Your starting salary with ICANN will be \$xxx per year. You will report to xxx. This is a full-time non-exempt position with a start date of xxx.

ICANN offers a competitive benefits package the details of which are explained in the attachment to this letter. ICANN is also in the process of working out its detailed employment policies and putting them into writing in an employee manual. We expect to be able to complete this process in the near future, and Diane will explain the policies to you as they are finalized.

Your employment with us will fall within an at-will provision of the law, which means that either you or ICANN may terminate your employment at any time, with or without cause.

I am looking forward to your joining ICANN. Please acknowledge your acceptance of this offer by signing the extra copy and returning it to us in the enclosed envelope.

Sincerely,

Louis Touton
Vice President and General Counsel

I accept this offer of employment.

Date

Name
Address

Dear xxx:

I am pleased to extend an offer of employment with ICANN as xxx, based in the Marina del Rey office.

Your starting salary in this full-time exempt position would be USxxx per year. You would report to the xxx. .

ICANN offers a competitive benefits package; the details of the package that applies to exempt positions are explained in the attachment to this letter. Detailed employment policies are reflected in ICANN's employee manual. If you have questions about the policies, Diane Schroeder will be happy to address them.

Your employment with us would fall within an at-will provision of the law, which means that either you or ICANN may terminate your employment at any time, with or without cause. Any disputes regarding employment would be settled under our standard arbitration agreement.

All of us on the ICANN staff are excited about the prospect of your joining us. Please acknowledge your acceptance of this offer by signing the extra copy and returning it to us in the enclosed envelope.

Sincerely,

M. Stuart Lynn
President & Chief Executive Officer

Attachment

I accept this offer of employment.

MUTUAL AGREEMENT TO ARBITRATE EMPLOYMENT CLAIMS

I agree that any dispute arising out of my employment by ICANN will be resolved by a neutral arbitrator in a binding arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes ("National Rules").

This agreement applies to any claims arising out of my employment that I may have against ICANN (including its officers, directors, employees, agents, affiliated entities or benefit plans), and it also applies to any claims arising out of my employment that ICANN may have against me. It expressly applies to statutory claims, except claims filed under workers' compensation and unemployment insurance statutes. It is not intended to supersede any binding arbitration provision that may exist in an ERISA benefit plan.

An arbitration conducted under this agreement will be governed by the California Arbitration Act, Sections 1280 et seq. of the California Code of Civil Procedure. ICANN and I will jointly select the neutral arbitrator in the manner provided in the National Rules. The arbitration hearing will be conducted in Los Angeles County, California. In order to allow adequate discovery prior to the arbitration hearing, Section 1283.05 of the Code of Civil Procedure is incorporated into this agreement. Injunctive relief and other provisional remedies may be sought in the manner provided by Section 1281.8 of the Code of Civil Procedure. The arbitrator's award will be provided in writing, as required by the National Rules.

If I file a claim under this agreement, I agree to pay a filing fee to the American Arbitration Association in the same amount that I would be required to pay to file a lawsuit in the California Superior Court. ICANN will pay any remaining part of the filing fee, all of the other fees of the American Arbitration Association, and the fees and expenses of the arbitrator, and it will provide the hearing facilities. I will be responsible for paying my own attorney's fees if I choose to be represented by an attorney, unless the arbitrator orders ICANN to pay such fees as a statutory remedy.

I understand that this agreement to use arbitration instead of the courts as the forum in which to resolve employment disputes does not limit any of my statutory rights or remedies. I further understand that this agreement does not change the at-will nature of my employment by ICANN.

Date: _____.

Employee Name

Signature

Agreed to on Behalf of ICANN:

SIGNATURE

TITLE

EMPLOYMENT ARBITRATION AGREEMENT

I agree that any dispute arising out of my employment by ICANN will be resolved by a neutral arbitrator in a binding arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. I understand that ICANN also agrees to arbitrate any such dispute.

This agreement applies to any claims arising out of my employment that I may have against ICANN or its officers, directors, employees or agents, and it also applies to any such claims that ICANN may have against me. It expressly applies to statutory claims, with the exception of claims filed under workers' compensation and unemployment insurance statutes.

An arbitration conducted under this agreement will be governed by the California Arbitration Act, Sections 1280 et seq. of the California Code of Civil Procedure. In order to allow adequate discovery prior to the arbitration hearing, Section 1283.05 of the California Code of Civil Procedure is expressly incorporated into, and made a part of, this agreement. The neutral arbitrator will be jointly selected by ICANN and by me in the manner provided in the National Rules for the Resolution of Employment Disputes. The arbitration hearing will be conducted in Los Angeles County, California.

I understand that this agreement to use arbitration as an alternative forum to resolve employment disputes does not affect any of my substantive legal rights. I further understand that this agreement does not affect the at-will nature of my employment by ICANN.

EMPLOYEE NAME

SIGNATURE

DATE

Agreed to on Behalf of ICANN:

SIGNATURE

TITLE

ICANN
ACKNOWLEDGMENT
PAMPHLET ON SEXUAL HARASSMENT

I hereby acknowledge that I have received a copy of the Department of Fair Employment and Housing's pamphlet entitled "Sexual Harassment Is Forbidden by the Law."

I acknowledge and understand that this pamphlet contains important information regarding sexual harassment, including information regarding my rights, and that I should read it to inform myself on this topic.

Print Employee's Name

Date

Employee's Signature