
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 4, 2009

Dot VN, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

000-53367

(Commission File Number)

20-3825987

(IRS Employer Identification No.)

9449 Balboa Avenue, Suite 114, San Diego, California 92123

(Address of principal executive offices and Zip Code)

(858) 571-2007

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On September 4, 2009, Dot VN, Inc., a Delaware corporation (“Dot VN”), executed a Registrar Service Provider Agreement (the “RSP Agreement”) with Key-Systems GmbH, a German entity (“Key-Systems”). Under the terms and conditions of the RSP Agreement, Dot VN will be able to offer its customers access to register 178 unique domains worldwide in the Key-Systems network as an official domain reseller.

A copy of the RSP Agreement by and between the Company and Key-Systems is attached hereto as Exhibit 10.43.

Item 8.01 Other Events.

On September 9, 2009, Dot VN, Inc. issued a press release announcing that it has entered into a strategic partnership with Key-Systems GmbH, a leading Internet services provider based in Zweibrücken, Germany, providing Top Level Domain (TLD) registration, management and reselling services. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by this reference.

Item 9.01 Financial statements and Exhibits

(d) Exhibits

The following exhibits are filed as part of this report:

<u>No.</u>	<u>Description</u>
10.43	Registrar Service Provider Agreement dated September 4, 2009 by and between the Company and Key-Systems GmbH, a German entity.
99.1	Press Release dated September 9, 2009.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DOT VN, INC.
(Registrant)

Date: September 9, 2009

By: /s/ Louis P. Huynh

Name: Louis P. Huynh
Title: General Counsel, Executive Vice
President of Operations and Business
Development, and Corporate Secretary

Exhibit Index

No.	Description
10.43	Registrar Service Provider Agreement dated September 4, 2009 by and between the Company and Key-Systems GmbH, a German entity.
99.1	Press Release dated September 9, 2009.

Agreement

between

Key-Systems GmbH, Prager Ring 4-12, 66482 Zweibrücken, Germany
-hereafter called KS-

and

Company:Dot VN, Inc.....

a Registrar Service Provider
-hereafter called RSP-

Preliminary Remark:

KS is an officially accredited registrar of ICANN (Internet Corporation for Assigned Names and Numbers), RSP is a reseller of Second Level Domains (SLD).

§ 1.

KS registers for the RSPs customers Second Level Domains, according to the agreed Top Level Domain. New or further gTLDs (generic Top-Level-Domains) or ccTLDs (country code Top-Level-Domains) can be activated by confirming the respective Registration Guidelines and Policies directly through the RRPproxy WebInterface.

§ 2.

Domain-Name-Server and necessary personal- and company information will be entered into the database of KS and will only be given to interested parties, should it be necessary for the function of the Internet.

§ 3.

In case of collective domain orders, RSP will also accept partial deliveries, if one or more domains could not be registered.

§ 4.

The customer is still fully liable even when ordering through an RSP. RSP is obliged to inform the customer about any important agreements, general terms of business, incidents and notifications. RSP has the right to act in the name of the customer.

§ 5.



KS will provide the RSP with various different accesses to the Registration-System of KS for the purpose of purchasing, administration and transfer of domains. These accesses include Real-Time-access, as well as Web-Frontend and Email-Gateway.

KS will provide any necessary drafts and documentations for these purposes.

Furthermore KS will give the RSP support with the implementation of the access to the registration-system.

§ 6.

This contract is valid for an undetermined time period. RSP can transfer the administration of a domain to an other registrar earliest after 60 days of the domain registration. Both parties can terminate the agreement with a time-limit of 6 months to the end of the year. RSP must ensure, that at the point in time of termination he no longer has any domains with KS. A termination for important cause can be given at any time.

§ 7.

The prices of a registration and included services can be viewed directly through the RRPproxy WebInterface under the respective Top-Level-Domain (under www.RRPproxy.net —> Query List —> Zones / Prices).

KS ist permitted to modify the prices at any point in time with a given notice via email of 30 days. Price-reductions can be processed by KS immediately.

If the costs for a domain registration, -transfer, -renewal are stated in a different currency than USD, then the accounting will still be provided in USD. This means that at the time of registration we will automatically exchange the respective fee into USD according to the daily exchange rate of the European Central Bank (ECB)

The remuneration is to be paid in advance on a socalled Pre-Paid Account within the RRPproxy. RSP is permitted to terminate his postivie balance at any point in time. In this case KS will reimburse these funds. RSP will cover all costs involved in the reimbursement.

The access for the RSP will be provided after receipt of a minimum payment of 100 USD.

§ 8.

RSP must confirm each different TLD separately. This can be done online through the RRPproxy WebInterface by confirming the respective registry policies. By activating different TLDs, the RSP to be fully liable towards the registries.

RSP acknowledges, that the registry policies can change from time to time and that RSP must check this at his sole descretion on a regular basis. In the event, that RSP does not agree to a modification of the registry policy, then RSP must inform KS about this immediately and terminate the respective TLD.

§ 9.

Domain-registrations, -extensions or -transfers are only possible if the RSP has sufficient assets on an account of KS.

§ 10.

KS will inform RSP punctually about any registration expiry times of the domains registered by RSP. If the fee for the respective domain should not be fully paid before the one year period expires then the registration will be deleted.

RSP is committed to inform his clients about this issue. Furthermore, the RSP is committed to provide support for his customers himself.

§ 11.

RSP must ensure, that Domains which should get deleted are not being used as NameServer-Hosts. If this is the case, then KS cannot process the "Deletion" and RSP must cover any costs or respectively damages resulting from the non-deletion. KS will under no circumstances be held liable, should a domain not get deleted.

§ 12.

The customer is obliged to ensure that the name-rights of third parties are not violated.

§ 13.

RSP and the customer are committed to accept the respective Dispute-Policies in case of any misunderstandings, disputes or arguments towards the use of domain-names. These policies are a component of this contract and the RSP is obliged to inform his customer about this issue.

The respective Dispute-Policy can be changed with an important cause at any time. KS does not have any influence on these changes. The continuation of the registration can only take place under the condition that the changed Dispute-Policy has been accepted. If the RSP or the customer should not accept the changed Dispute-Policy then the domain can be deleted at any time.

§ 14.

RSP and the customer declare that the personal data can only be published with the approval of the affected parties, and that these affected parties know that their data will be available for the public as a source of information on the Internet.

§ 15.

This agreement between RSP, customer and KS shall be governed by the laws of Germany. Legal domicile is Saarbrücken.

§ 16.

In the event, that KS should lose access to the registry-system of a TLD, then the contract with RSP concerning this TLD will be terminated immediately.

§ 17.

RSP is not committed to exclusively register domains through KS.

§ 18.

Any claims of either party resulting from this agreement must be judicially vindicated within one year, otherwise they expire.

§ 19.

RSP will receive access to the RRPproxy to register domains, however he confirms, that the access is not to be abused for registering recently deleted domains, e.g. so-called domain back-orderings or domain-catching. RSP will not abuse the RRPproxy for availability checks based on dictionaries. KS reserves the right to "LOCK" an RSP, should the stability of the whole registration system be in danger. KS is committed to follow instructions of the respective registries. These instructions along with the commitment will also be passed on to the RSP and RSP has to comply to these.

§ 20.

The General Registration Terms, as well as the General Terms and Conditions of Key-Systems are subject to this agreement.

§ 21.

Should a regulation of this agreement be invalid at law or become invalid at law, then the validity of the other regulations will not be affected. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Dot VN, Inc. ("RSP")
place, date: San Diego, CA 9/2/09
name: Thomas M. Johnson
titel: Chairman & CEO

/s/ Thomas M. Johnson

Key-Systems GmbH
place, date: Zweibrücken 09/04/09
name: Jessica Pfeiffer
titel: Marketing

/s/ J. Pfeiffer

EXHIBIT 99.1

Dot VN, Inc. Announces Strategic Partnership with Key-Systems GmbH
Dot VN to Offer Customers Access to a Worldwide Network of Domains with Domain Names for Purchase

SAN DIEGO – Sept. 9, 2009 – Dot VN, Inc. (<http://www.DotVN.com>) (OTCBB: DTVI), an Internet and Telecommunications Company and the exclusive online global domain name registrar for the Country of Vietnam, announced that it has entered into a strategic partnership with Key-Systems GmbH, a leading Internet services provider based in Zweibrücken, Germany, providing Top Level Domain (TLD) registration, management and reselling services.

In the agreement, Dot VN will now be able to offer customers access to 178 unique domains worldwide in the Key-Systems network as an official domain reseller. Dot VN resellers and individual customers will now be able to purchase not only “.vn” domain names, but also other ccTLDs such as “.de”, “.jp”, “.cn”, “.asia” and “.eu” and generic TLDs (gTLDs) including .com, .net, .edu, .gov and .org.

“Our partnership with Key-Systems will allow our continuously expanding network of customers access to 178 unique TLDs worldwide available for purchase,” said Thomas Johnson, CEO of Dot VN, Inc. “By offering a wider variety of TLDs, our network will now have a convenient way to purchase international and generic domains in addition to “.vn” domains. This access adds further value to the Dot VN brand as we seek to offer our customers a world-class resource for technology development at the individual, corporate and organizational levels.”

Key-Systems currently manages more than 2.5 million domains names for customers around the world. As one of the few official members of DENIC e.G, the central register for the Top Level Domain “.de” for Germany, Key-Systems has direct access to the registration system and is able to provide applications in real time to the central register.

“As with all ccTLDs we offer, we always try to provide our customers with a direct registry access. By offering our services, we are looking forward to helping Dot VN explore the Vietnamese domain market,” said Key-Systems CEO Alexander Siffrin.

Vietnam is the second fastest growing economy in the world, with a population of over 86 million people and a literacy rate over 90 percent. The U.S.-based International Data Group (IDG) forecasts that the Vietnamese IT market’s spending will reach nearly U.S. \$2.2 billion this year and over \$3.5 billion in 2013 to become the IT market with the highest growth rate in Southeast Asia.

About the Company:

Dot VN, Inc. (www.DotVN.com) provides Internet and Telecommunication services for Vietnam. Vietnam Internet Network Information Center (“VNNIC”) awarded the Company an “exclusive long term contract” to be the first registrar to market and register its country code Top Level Domain (“ccTLD”) of .VN (Vietnam) and Parking Page Marketing via the Internet. Dot VN has established agreements with international ISPs (Internet service providers) along with over 100 top international domain resellers and over 90 Vietnamese domain resellers to commercialize .VN. Also, the Company is currently developing initiatives to offer Internet Data Center services and Wireless applications.

Forward-Looking Statements:

Statements in this press release may be “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “anticipate,” “believe,” “estimate,” “expect,” “intend” and similar expressions, as they relate to Dot VN or its management, identify forward-looking statements. These statements are based on current expectations, estimates and projections about Dot VN’s business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and probably will, differ materially from what is expressed or forecasted in such forward-looking statements due to numerous factors, including those described above and those risks discussed from time to time in Dot VN’s filings with the Securities and Exchange Commission. Factors that could materially affect these forward-looking statements and/or predictions include, among other things: (i) our limited operating history; (ii) our ability to pay down existing debt; (iii) unforeseen costs and expenses; (iv) potential litigation with our shareholders, creditors and/or former or current investors; (v) Dot VN’s ability to comply with federal, state and local government regulations in the US and foreign countries; (vi) Dot VN’s ability to maintain current agreements with the government of Vietnam and enter into additional agreements with the government of Vietnam; and (vii) other factors over which we have little or no control. In addition, such statements could be affected by risks and uncertainties related to product demand, market and customer acceptance, competition, pricing and development difficulties, as well as general industry and market conditions and growth rates and general economic conditions. Any forward-looking statements speak only as of the date on which they are made, and Dot VN does not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this release. Information on Dot VN’s website does not constitute a part of this release.

For more information, contact:

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Register your .VN domains at: www.VN

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