



ISENTRY DIGITAL HANDSHAKE CONTROL™

GENERAL CONDITIONS AND DEFINITIONS

The following general terms and conditions are an integral part of the **Subscriber Agreement** entered into between **ISENTRY** and the **Subscriber** as described therein. These conditions comprise part of the Subscriber User Documentation referred to in the Subscriber Agreement and words and expressions defined in the Subscriber User Documentation shall bear the same respective meanings in these conditions:

1. Privacy Policy. ISENTRY's purpose in providing the iSentry Services is to provide secure internet-based transmission and documentation storage services for the Subscriber and its authorised representatives for Signatures and Signature Transaction Support. ISENTRY will not sell any Subscriber's information or client profile information to any third party, without the prior consent in writing of the Subscriber. ISENTRY will continue to do everything in its power to protect the privacy of the Use of the iSentry Services by Subscribers and all information held or stored in connection with such Use (if any). Information held and stored on the Subscriber is held and stored solely subject to the provisions of the Subscriber User Documentation and for the purposes of ensuring the integrity and reputation of the iSentry Services and for the Use of the iSentry Services by the Subscriber.

2. Data Protection.

(a) *Retention of Data.* In providing the iSentry Services, ISENTRY may retain data on a Subscriber or a Subscriber's clients information or otherwise, and referred to in this section as **data**. By entering into the Subscriber Agreement, the Subscriber on behalf of itself and its clients is consenting to ISENTRY processing and holding this data. This data can be both personal and sensitive in nature. Data will only be processed in relation to the iSentry Services that ISENTRY provides now and in the future. This section shall be construed as **Notice** by ISENTRY and **Consent** by the Subscriber on behalf of itself and its clients.

(b) *Use of Data.* ISENTRY will not use any data obtained in the normal course of business for any purpose other than the provision of the iSentry Services and any ongoing servicing and administration of the Subscriber's account and Use of the iSentry Services.

(c) *Disclosure of Data.* ISENTRY may disclose data to its affiliates or group companies or its auditors or compliance advisers or any organization requiring access for regulatory purposes only, and any person having a legal entitlement to access. **The Subscriber on behalf of itself and its clients consents to such disclosure by signing this Subscriber Agreement.**

(d) *Scope of Protection.* ISENTRY will protect the confidentiality of the information provided to ISENTRY by the Subscriber.

(e) *Non-EEA Protections.* In entering into the Subscriber Agreement, the Subscriber on behalf of itself and its clients consents that information subject to the provisions of this section may be held and stored on, or transmitted to, a server physically situate in a country that is not in the European Economic Area and the Subscriber on behalf of itself and each client separately agrees to the information being so held and stored, and transmitted, notwithstanding that the country may not afford to the Subscriber or client the same data protection rights as are provided by countries with the European Economic Area.

3. Server Policy. Any server on or through which the Use of the iSentry Services may be provided by ISENTRY may be physically situate in a country inside or outside of the Territory as defined in the *Purchase Order Form* referred to in the Subscriber User Documentation and as ISENTRY may in its absolute discretion from time to time decide, unless the Subscriber has



specifically requested the location of the server in the Territory or such other territory where ISENTRY may run or service the iSentry Services from.

4. Term and Termination of the Subscriber Agreement.

(a) *Term.* Unless otherwise specified in the *Purchase Order Form* forming part of the Subscriber User Documentation, the Subscriber Agreement shall be for a period of one year from the Effective Date and automatically renewed on each subsequent anniversary date, unless terminated prior thereto at any time by the parties on not less than one month's notice, expiring at the end of a calendar month or otherwise in accordance with the provisions of paragraph (b) below.

(b) *Termination.* In addition to the notice provisions of paragraph (a) above and the termination provisions set out in section 9 of the *Subscriber License Conditions* with respect to the Use of the iSentry Services by the Subscriber and Individual Users and other available legal or equitable remedies, either party may terminate this Subscriber Agreement or any license granted hereunder immediately upon notice if: (i) does not pay any amount owing under this Subscriber Agreement within 7 days of the same falling due, (ii) the other party breaches any material provision hereof and, if capable of cure or remedy, fails within thirty (30) days after receipt of notice of breach to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion, or (iii) the other party shall be declared insolvent or goes into liquidation (other than for the purposes of amalgamation or reconstruction, makes an arrangement or assignment for the benefit of its creditors, or a receiver is appointed or a petition in bankruptcy is filed with respect to the party and its assets and is not dismissed within thirty (30) days. Termination of this Subscriber Agreement or any licenses granted hereunder shall have no effect on the parties' rights or obligations which expressly or implicitly survive termination.

5. Regulatory and Legal Compliance. The parties shall, and shall procure that their respective affiliates, officers, directors, employees, agents and representatives shall, comply with all applicable governmental laws and regulations relating to the provision or Use of the iSentry Services. The Subscriber has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; and shall indemnify and hold iSentry harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be provided hereunder.

6. General Matters

(a) *Assignment.* The Subscriber may not assign its rights or obligations hereunder without ISENTRY's prior written consent, which will not be unreasonably withheld, delayed or conditioned, and any assignment without such consent will be void. ISENTRY can assign this Subscriber Agreement upon notice to the Subscriber. Any assignment shall not relieve such assigning party of its obligations hereunder.

(b) *Insolvency.* In the event a proceeding is commenced by or against ISENTRY for insolvency, this Subscriber Agreement shall be deemed an "executory contract," all rights and licenses granted to third party licensees under or pursuant to this Subscriber Agreement are, and shall otherwise be deemed to be, licenses to rights of "intellectual property," and ISENTRY shall be a "licensor of a right to intellectual property." If ISENTRY is under any proceeding in insolvency and the trustee in insolvency of ISENTRY, or ISENTRY, as debtor in possession, rightfully elects to reject this Subscriber Agreement, Third Party Licensees may retain any and all of third party licensee's rights and licenses hereunder and there under, to the maximum extent permitted by the governing law of the Subscriber Agreement.

(c) *Severability.* If for any reason any provision of the Subscriber Agreement is unenforceable, that provision of the Subscriber Agreement will be enforced to the maximum extent permissible and the other provisions of this Subscriber Agreement will remain in full force and effect.

(d) *Waiver.* The failure by either party to enforce any provision of this Subscriber Agreement will not constitute a waiver of future enforcement of that or any other provision.

(e) *Notices.* All notices required or permitted under this Subscriber Agreement will be in writing and will be sufficient if delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent, in the case of (i) ISENTRY, to the address for notices set on page one of the Subscriber Agreement and (ii) the Subscriber, to the address for notices set out in the *Purchase Order Form* or to such other address as may be specified by either party to the other in accordance with this section. Either party may change its address for notices under this Subscriber Agreement by giving written notice to the other party by the means specified in this section.

(f) *Force Majeure.* Neither party will be responsible for any failure or delay in its performance under this Subscriber Agreement due to causes beyond its reasonable control, including but not limited to, labour disputes, strikes, lockouts, shortages of or inability to obtain labour, energy, raw materials or supplies, war, riot, act of God or governmental action.

(g) *Relationship of Parties.* The parties to this Subscriber Agreement are independent contractors and this Subscriber Agreement will not establish any relationship of partnership, joint venture or employment. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. The parties do not intend to create any, and there are no, third-party beneficiaries under this Subscriber Agreement.

(h) *Announcements.* The Subscriber agrees that ISENTRY may publicly announce and list the Subscriber as a user of the iSentry Services.

(i) *Counterparts; Entire Agreement.* This Subscriber Agreement may be executed in one or more counterparts. This Subscriber Agreement may be executed physically or electronically provided that the system by which such electronic signature is attributable authenticates the signer and maintains a signature log and/or audit trail. This Subscriber Agreement and the Subscriber User Documentation constitutes the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein.

(j) *Enforcement.* The prevailing party hereto will be entitled to reasonable attorneys' fees, costs and expenses payable by the non-prevailing party attributable to the enforcement hereof.

(k) *Translation.* In the event of the Subscriber User Documentation being translated into and signed in a language other than English and there being a conflict between the translated version and the English version, the English translation shall prevail as signed by the parties, or certified by a recognized translator.

7. Summary of Definitions used in Subscriber User Documentation

The following words and expressions when used in the Subscriber User Documentation shall have the respective meanings set opposite them below:

affiliate or group company	shall, with respect to an entity, means any other entity which directly or indirectly controls, is controlled by or is under common control with the entity, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities of the entity or, as the case may be, the other entity or the right to direct the composition of the board of directors or otherwise the management of the entity or, as the case may be, the other entity; and with respect to a party, the expression affiliate or group company shall be construed accordingly;
Confidential Information	has the meaning given to that expression in section 5(b) of the <i>Subscriber Licence Conditions</i> ;
Effective Date	the date appearing on page one of the <i>Subscriber Agreement</i> when the agreement shall come into effect;
General Conditions	these conditions;
iSentry Services	the ISENTRY products and services referred to in the Subscriber Agreement and subject to the relevant <i>Purchase Order Form</i> and includes any or all of: (a) Licences or (b) Signature Transaction Support or (b) the maintenances of Licences.
Digital HandShake Control or DHS Control	the secure facility method owned, established and operated by iSentry and its Affiliates for enabling Signatures for any electronic file type by using a digital certificate or by using any combination of one or more other Signature methods or structures (for example, a click, PIN, password, signature pad, biometric device or fingerprint reader);
Licence	a licence granted by iSentry with respect to the DHS Control as provided for in section 1 of the <i>Subscriber Licence Conditions</i> ;
License Fees	fees payable in respect of the grant and maintenance of a Licence and as referred to in the <i>Subscriber Licence Conditions</i> and the <i>Purchase Order Form</i> ;
party	a party to the Subscriber Agreement, ISENTRY or the Subscriber as named in the <i>Subscriber Agreement</i> ;
Product User Documentation	has the meaning given to that expression in section 3 of the <i>Subscriber Licence Conditions</i> ;
Purchase Order Form	the order placed by the Subscriber for iSentry Services and accepted by ISENTRY as may be updated from time to time under this <i>Subscriber Agreement</i> ;



Service Fees	the fees agreed for the Use of the iSentry Services and set out in the <i>Purchase Order Form</i> and which include Licence Fees and Transaction Fees;
Signature	the authentication of data in electronic form which is attached to or logically associated with other electronic data and authenticated so that any subsequent change of the data is detectable and the data is uniquely linked to, capable of identifying and under the sole control of the person effecting the authentication as a signatory;
Subscriber	the person named as a party to the <i>Subscriber Agreement</i> in the <i>Purchase Order Form</i> ;
Subscriber Licence Conditions	the conditions providing for the licence of the iSentry Services to the Subscriber, incorporated by reference or otherwise and published on the iSentry website at www.isentry.com ;
Subscriber User Documentation	the <i>Subscriber Agreement</i> and attachments thereto or documents to be incorporated by reference and referred to therein;
Transaction	an authentication of Signatures using the iSentry Signature Transaction Support;
Transaction Fees	the fees payable to iSentry in respect of each Transaction and as provided for in the <i>Purchase Order Form</i> ;
Territory	has the meaning given to that expression in paragraph IV of the <i>Subscriber Agreement</i> ;
Third Party Claim	has the meaning given to that expression in section 14 of the <i>Subscriber Licence Conditions</i> ;
Use	has the meaning given to that expression in section 1 of the <i>Subscriber Licence Conditions</i> ; and
Warranty Period	has the meaning given to that expression in section 6(b) of the <i>Subscriber Licence Conditions</i> .