

PRIMARY MEMBER GENERAL CONDITIONS AND DEFINITIONS

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

1. Privacy Policy. ISENTRY's purpose in providing the Licensed Products is to provide secure internet-based transmission and documentation storage services for the Primary Member User, its Authorised Representatives and Individual Users. ISENTRY will not sell any Primary Member User or Individual User's KYC information or profile information to any third party, without the prior consent in writing of the Primary Member User or the Individual User. ISENTRY will continue to do everything in its power to protect the privacy of the Use of the Licensed Products by Primary Member Users and Individual Users and all information held or stored in connection with such Use. Information held and stored on the Primary Member User and Individual Users, including KYC Information, is held and stored solely subject to the provisions of the Primary Member User Documentation and for the purposes of ensuring the integrity and reputation of the Licensed Products and for the Use of the Licensed Products by the Primary Member User and Individual User.

2. Data Protection.

(a) *Retention of Data.* In providing the Licensed Products and integration and support services in connection therewith, ISENTRY may retain data on a Primary Member User or a Individual User, whether KYC Information or otherwise, and referred to in this section as **data**. By entering into the Primary Member User Agreement, the Primary Member User on behalf of itself and Individual Users 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 Licensed Products that ISENTRY provides now and in the future. This section shall be construed as **Notice** by ISENTRY and **Consent** by the Primary Member User on behalf of itself and Individual Users.

(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 Licensed Products and any ongoing servicing and administration of the Primary Member User's account and Use of the Licensed Products by Individual Users.

(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 Primary Member User on behalf of itself and Individual Users consents to such disclosure by signing this Primary Member User Agreement.**

(d) *Scope of Protection.* ISENTRY will protect the confidentiality not only of the KYC Information provided to ISENTRY by the Primary Member User but also any information the Primary Member User or Individual User send or receives through the ISENTRY Global Community, subject to the *ISENTRY Community Rules*.

(e) *Non-EEA Protections.* In entering into the Primary Member User Agreement, the Primary Member User on behalf of itself and Individual Users 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 Primary Member User on behalf of itself and each Individual User separately agrees to the information being so held and stored, and transmitted, subject to the *ISENTRY Community Rules*, notwithstanding that the

country may not afford to the Primary Member User or Individual User that 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 Licensed Products may be provided by ISENTRY may be physically situate in a country inside or outside of the Territory as defined in the *Purchase Order* referred to in the Primary Member User Documentation and as ISENTRY may in its absolute discretion from time to time decide, unless the Primary Member User has specifically requested the location of the server in the Territory or such other territory where ISENTRY may run or service the Licensed Products from.

4. Authorised Representatives. The individuals authorised (**Authorised Representatives**) to act on behalf of the Primary Member User and Individual User's with respect to the Licensed Products shall be as specified in Part I of the *Primary Member User Particulars and Disclosures* and with respect to the particular roles and responsibilities described to them and as otherwise prescribed under the *ISENTRY Community Rules* for those roles and responsibilities. Any change of information with respect to an Authorised Representative shall be notified to ISENTRY within 3 days of that change occurring; and the particulars of any new individual or individuals appointed to fulfil the prescribed roles must be notified to ISENTRY by completion and submission of an amended *Primary Member User Particulars and Disclosures* attachment as appropriate. The Primary Member User represents and warrants that its Authorised Representatives have been fully authorised and empowered to undertake and discharge the roles and responsibilities given to them on behalf of the Primary Member User in connection with the Use of the Licensed Products, subject to and in accordance with the *ISENTRY Community Rules*.

5. KYC Information

(a) *Provision of KYC Information.* The Primary Member User agrees and undertakes to provide to ISENTRY upon the request of ISENTRY, and to maintain and update, during the course of the Primary Member User Agreement, all personal information (**KYC Information**) on the Primary Member User or any of its Authorised Representatives as named in *Primary Member User Particulars and Disclosures* (as updated from time to time), or any Individual User, and which ISENTRY may determine as being necessary or desirable prior to or in connection with the continued supply and support of the Licensed Products for the purposes of maintaining compliance with applicable industry and market rules and regulations and preserving the integrity and reputation of the Use of the Licensed Products. This information will include all personal identification documentation for the Primary Member User, Authorised Representatives and Individual Users as required to be provided and maintained under the *ISENTRY Community Rules*.

(b) *Accuracy of KYC Information.* The Primary Member User agrees and undertakes to provide the KYC Information to ISENTRY in such form as it may request and the Primary Member User shall take all reasonable steps to ensure that such information is true and accurate in all material respects and is not misleading prior to its disclosure to, or receipt by, ISENTRY. The Primary Member User shall draw to the attention of ISENTRY any misstatement or omission of fact that subsequently comes to the Primary Member User's attention which would in anyway make the KYC Information on the Primary Member User, an Authorised Representative or a Individual User misleading or untrue in the context in which it has been provided to ISENTRY, or is being stored or held by ISENTRY, or being transmitted to or shared with or Used by other members of the ISENTRY Global Community or any other person. The Primary Member User agrees and undertakes to notify ISENTRY in writing of the steps which the Primary Member User proposes to take in order to remedy any such misstatement or omission of fact. For avoidance of all doubt, all KYC Information disclosed to, or received by, ISENTRY will be regarded as Confidential Information for the purposes of ISENTRY's Privacy Policy as set out in these *General Conditions*.

6. Term and Termination of the Primary Member User Agreement.

(a) *Term.* Unless otherwise specified in the *Purchase Order* or the *Special Conditions* forming part of the Primary Member User Documentation, the Primary Member User 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 10 of the *License and Support Conditions* with respect to the Use of the Licensed Products by the Primary Member User and Individual Users and other available legal or equitable remedies, either party may terminate this Primary Member User Agreement or any license granted hereunder immediately upon notice if: (i) does not pay any amount owing under this Primary Member User 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 Primary Member User Agreement or any licenses granted hereunder shall have no effect on the parties' rights or obligations which expressly or implicitly survive termination.

7. 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 Licensed Products subject to and in accordance with the *iSentry Community Rules*. The Primary Member User 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.

8. General Matters

(a) *Assignment.* The Primary Member User 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 Primary Member User Agreement upon notice to the Primary Member User. 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 Primary Member User Agreement shall be deemed an "executory contract," all rights and licenses granted to third party licensees under or pursuant to this Primary Member User 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 Primary Member User 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 Primary Member User Agreement.

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

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

(e) *Notices*. All notices required or permitted under this Primary Member User 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 Primary Member User Agreement and (ii) the Primary Member User, to the address for notices set out in the *Primary Member User Particulars and Disclosures* 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 Primary Member User 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 Primary Member User 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 Primary Member User Agreement are independent contractors and this Primary Member User 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 Primary Member User Agreement.

(h) *Announcements*. The Primary Member User agrees that ISENTRY may publicly announce and list Primary Member User as a member of the ISENTRY Global Community.

(i) *Counterparts; Entire Agreement*. This Primary Member User Agreement may be executed in one or more counterparts. This Primary Member User 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 Primary Member User Agreement and the Primary Member 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 Primary Member 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.

9. Summary of Definitions used in Primary Member User Documentation

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

affiliate or group company	shall, with respect to an entity, mean any body corporate belonging to the same group as that entity, having the meaning of group given in section 421 of the Financial Services and Markets Act 2000 of the United Kingdom; and with respect to a party, the expression affiliate or group company shall be construed accordingly;
Authorised Representative	has the meaning given to that expression in section 4 of these conditions;
Confidential Information	has the meaning given to that expression in section 6(b) of the <i>Licence and Support Conditions</i> ;
Deployment Requirements	the requirements specified for the deployment of the Licensed Products, appearing as Attachment C to the Primary Member User Documentation;
Effective Date	the date appearing on page one of the Primary Member User Agreement when the agreement shall come into effect;
Encumbrances	has the meaning given to that expression in section 4.1(a) of the <i>Trade Mark Conditions</i> ;
General Conditions	these conditions;
Individual User	those individuals or persons who having signed a Individual User Registration Licence are permitted to Use the Licensed Products;
Individual User Registration Licence	the form of the licence incorporated by reference into the Primary Member User Documentation and to be signed by each individual or person for whom the Primary Member User has nominated to Use Licensed Products prior to their Use;
ISENTRY Community Rules	the rules and regulations from time to time published by ISENTRY and which govern the operation and maintenance of the ISENTRY Global Community between its members and users;
ISENTRY Global Community	the interface established by ISENTRY for Primary Member Users, associate Primary Member Users, individual users and permitted users for the secure transmission and storage of information and documents;
KYC Information	has the meaning given to that expression in section 5(a) of these conditions;
Licence and Support Conditions	the conditions providing for the licence of the Licensed Products to the Primary Member User and Individual Users, appearing as Attachment D to the Primary Member User Documentation;

Licence Fees	the fees agreed for the Use of the Licensed Products
Licensed Marks	has the meaning given to that expression in section 1(a) of the <i>Trade Mark Conditions</i> ;
Licensed Products	the ISENTRY products and services referred to in the Primary Member User Agreement and subject to the relevant <i>Purchase Order</i> ;
Licensee	Primary Member User;
Marks	has the meaning given to that expression in section 1(a) of the <i>Trade Mark Conditions</i> ;
Primary Member User Documentation	the Primary Member User Agreement and attachments thereto or documents to be incorporated by reference and referred to therein;
Primary Member User	the person named as a party to the Primary Member User Agreement in the <i>Primary Member User Particulars and Disclosures</i> ;
Primary Member User Particulars and Disclosures	the particulars and disclosures made by the Primary Member User with respect to itself and its Authorised Representatives, appearing as Attachment A to the Primary Member User Documentation;
party	a party to the Primary Member User Agreement, ISENTRY or the Primary Member User as named in the <i>Primary Member User Particulars and Disclosures</i> ;
Permitted Use	with respect to Licensed Marks, has the meaning given to that expression in section 1(a) of the <i>Trade Mark Conditions</i> ;
Product User Documentation	has the meaning given to that expression in section 3 of the <i>Licence and Support Conditions</i> ;
Purchase Order	the order placed by the Primary Member User for Licensed Products and accepted by ISENTRY as may be updated from time to time under this Primary Member User Agreement, and appearing as Attachment C to the Primary Member User Documentation;
Quality Standards	has the meaning given to that expression in section 2.1(a) of the <i>Trade Mark Conditions</i> ;
Special Conditions	the special conditions adding to or amending or modifying any of the other provisions of the Primary Member User Documentation, as appearing as Attachment G to the Primary Member User Documentation;
Territory	has the meaning given to that expression in paragraph V of the Primary Member User Agreement;
Third Party Claim	has the meaning given to that expression in section 15 of the <i>Licence and Support Conditions</i> ;

Trade Mark Conditions the conditions providing for the licence of the marks for the Licensed Products to the Primary Member User, appearing as Attachment E to the Primary Member User Documentation;

Use has the meaning given to that expression in section 1(a) of the *Licence and Support Conditions*; and

Warranty Period has the meaning given to that expression in section 7(b) of the *Licence and Support Conditions*.