



## PRIMARY MEMBER USER AGREEMENT

Dated

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This Primary Member User Agreement (this **Primary Member User Agreement**) is entered into and made effective as of the above-mentioned date (the **Effective Date**), by and between:

- (1) **ISENTRY LIMITED**, a company incorporated with limited liability in England and Wales, whose registered office and address for notices under this Primary Member User Agreement is at 8 John Street, London, WC1N 2ES (**ISENTRY**, and which expression shall include, where the context permits, its successors and assigns and affiliates), and
- (2) **THE PARTY** whose name and address and respective particulars with respect to this Primary Member User Agreement are set out in the Member's Particulars and Disclosures forming part of this Primary Member User Agreement as Schedule 1 (the **Primary Member User**)

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### MAIN OPERATIVE PROVISIONS

#### I Introduction

The purpose of this Primary Member User Agreement (**Primary Member User Agreement**) is to set out the terms and conditions on which ISENTRY will provide to the Primary Member User a licence of the ISENTRY licensed products, together with integration and support services, and as particularised in the attachment entitled *Purchase Order* (the **Licensed Products**); and the Primary Member User agrees to accept the Licensed Products upon such terms and the conditions as set out in this Primary Member User Agreement and the Primary Member User Documentation referred to below.

This Primary Member User Agreement shall include the documents listed under the execution provisions on the signature page of this Primary Member User Agreement and attached or incorporated by reference as published on the iSentry website [www.isentry.com](http://www.isentry.com) (together, the **Primary Member User Documentation**) as if fully set out herein and which together shall form the entire agreement between the parties.

In this Primary Member User Agreement, words and expressions defined in the attachments entitled *Licence and Support Conditions*, the *Trade Mark Conditions* and the *General Conditions* shall have the respective meanings given to them when used throughout this Primary Member User Agreement and the Primary Member User Documentation; and otherwise words and expressions appearing in lower case bold font shall have the respective meanings given to them in the context in which they first appear. Headings are for convenience only and shall not affect the construction of this Primary Member User Agreement.

#### II Licensed Products, Deployment and their Use

In consideration of the payment of the Licence Fees as provided for in the *Purchase Order*, ISENTRY agrees to supply to the Primary Member User the Licensed Products and to provide integration and support services in connection with their deployment by the Primary Member User as set out in the attachment entitled *Deployment Requirements*; and in accepting, deploying and Using the Licensed Products, the Primary Member User agrees to become a member of the ISENTRY Global Community, subject to the *ISENTRY Community Rules*, and to do so subject to the Licence and Support Conditions and on the terms and conditions generally as set out in the Primary Member User Documentation.

### III Disclosures and KYC Information

The Primary Member User warrants and represents to ISENTRY that the Primary Member User's particulars and disclosures, and those of its Authorised Representatives, as set out in the attachment entitled *Primary Member User Particulars and Disclosures* are true and accurate in all material respects at the Effective Date; and further agrees and undertakes with ISENTRY: (i) to notify ISENTRY of any subsequent changes thereto so long as this Primary Member User Agreement remains in full force and effect, and (2) to observe the provisions set out in the attachment entitled *General Conditions* with respect to KYC Information (as defined therein) provided by the Primary Member User with respect to itself, Authorised Representatives and Individual Users.

### IV Licence Fees

The supply, deployment and Use of the Licensed Products is subject to and conditional upon payment of the License Fees as set out in the *Purchase Order* and as otherwise provided for in the *General Conditions*.

### V Territory

The territory or territories (**Territory**) to which the Use of the Licensed Products shall be subject for the purposes of this Primary Member User Agreement and the Use of the Licensed Products shall be in and from the **United Kingdom** or as may be otherwise specified in the *Purchase Order*.

### VI Termination

This Primary Member User Agreement shall continue in full force and effect for the term as provided for in the *Purchase Order*, unless terminated prior thereto either in accordance with the *Licence and Support Conditions* or the *General Conditions*, and upon termination the provisions of the *General Conditions* shall apply.

### VII Published Licences and Rules

The documents entitled *Individual User Registration Licence* and *ISENTRY Community Rules* and comprising part of the Primary Member User Documentation shall be in such form as ISENTRY may from time to time publish on its web-site, [www.isentry.com](http://www.isentry.com) (and the Primary Member User confirms he has received and read the current published versions as at the Effective Date); and any amendments made to them by ISENTRY shall be deemed to be incorporated into the Primary Member User Agreement and accepted by the Primary Member User. The Primary Member User accepts that the purpose of the *Individual User Registration Licence* and *ISENTRY Community Rules* is to enable ISENTRY to regulate and maintain an orderly environment for the secure use of the Licensed Products in compliance with all applicable rules and regulations which ISENTRY in its absolute discretion considers necessary or desirable to preserve the integrity and reputation of the Licensed Products, and their deployment and Use. Accordingly, the Primary Member User agrees that it will, and agrees to use its reasonable endeavours to ensure that those Individual Users having Use of the Licensed Products will, be bound by, observe and abide by the respective terms and conditions and rules of the *Individual User Registration Licence* and the *ISENTRY Community Rules* as from time to time published by ISENTRY.

### VIII Governing law and jurisdiction

This Primary Member User Agreement, including the Primary Member User Documentation, shall be governed by the law of **England and Wales**. Any legal action or proceeding arising under this Agreement will be brought non-exclusively in the Courts of **England and Wales** and the parties hereby consent to the personal jurisdiction and venue of such courts.

### IX Special Conditions

The attachment entitled *Special Conditions* shall vary, modify, exclude or add to or otherwise amend any of the provisions of the Primary Member User Documentation as expressly referred to therein and shall be read and construed accordingly.

## EXECUTION PROVISIONS

AS WITNESS whereof to the foregoing provisions of this Primary Member User Agreement, which shall include the following attachments (initialled by or on behalf of the parties for identification purposes) and documents incorporated by reference, and which together with this Primary Member User Agreement comprise the Primary Member User Documentation and the entire agreement between the parties, namely:

### Attachments

- Attachment A: *Primary Member User Particulars and Disclosures*
- Attachment B: *Purchase Order*
- Attachment C: *Deployment Requirements (if required)*
- Attachment D: *Special Conditions (if required)*

### Incorporated by reference at [www.isentry.com](http://www.isentry.com)

- *Licence and Support Conditions*
- *Trademark Conditions*
- *General Conditions and Definitions*
- *Individual User Registration Licence*
- *ISENTRY Community Rules*

this Primary Member User Agreement has been executed by or on behalf of the parties with effect on and from the Effective Date as follows:

### SIGNED FOR AND ON BEHALF OF ISENTRY

\_\_\_\_\_  
By:  
Name:  
Position: Authorised Representative

### SIGNED FOR AND ON BEHALF OF THE PRIMARY MEMBER USER

\_\_\_\_\_  
By:  
Name:  
Position:

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**PRIMARY MEMBER USER PARTICULARS AND DISCLOSURES  
(ATTACHMENT A)**

**Part I – Particulars**

<u>Matter</u>	<u>Particular</u>
Full Company or Firm Name	
Registration number (if any)	
Country of incorporation or establishment	
Registered address (if any)	
Correspondence Address	
Contact telephone number	
Contact facsimile number	
Email address	
Authorised Representatives: (1) Compliance Officer (2) System administrator (3) Administrator	
Person to whom notices under the Primary Member User Agreement must be addressed	
Regulatory body (if any):	
Trade or other organisations of which the Primary Member User is a member or associated:	

**Part II - Disclosures  
Information Checklist**

<b>Primary Member User:</b>	<b>Yes</b>	<b>No</b>
Constitutional documents (if company):		
List of members or partners (if partnership):	<input type="checkbox"/>	<input type="checkbox"/>
Financial statements (last 2 years): (if available)	<input type="checkbox"/>	<input type="checkbox"/>
Bank reference:	<input type="checkbox"/>	<input type="checkbox"/>
Trade reference:	<input type="checkbox"/>	<input type="checkbox"/>
Completed Questionnaire:	<input type="checkbox"/>	<input type="checkbox"/>
<b>Authorised Representatives:</b>		
<b>Name:</b>		
<b>Address:</b>		
Passport or identity document:	<input type="checkbox"/>	<input type="checkbox"/>
Two proofs of address:	<input type="checkbox"/>	<input type="checkbox"/>
Bank reference:	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name:</b>		
<b>Address:</b>		
Passport or identity document:	<input type="checkbox"/>	<input type="checkbox"/>
Two proofs of address:	<input type="checkbox"/>	<input type="checkbox"/>
Bank reference:	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name:</b>		
<b>Address:</b>		
Passport or identity document:	<input type="checkbox"/>	<input type="checkbox"/>
Two proofs of address:	<input type="checkbox"/>	<input type="checkbox"/>
Bank reference:	<input type="checkbox"/>	<input type="checkbox"/>

**Appendix**

**Authorisæd Representative Disclosure Form**

**PERSONAL DECLARATION**

Name of Entity in connection with which this declaration is being completed:			
Surname:			
Complete forename(s):			
Known by other name(s):			
Any previous name(s):			
Name of Spouse:			
Residential Address: (P.O. Box <u>not</u> acceptable)			
Country of Citizenship		Passport No:	
	Date & Place of issue:		
Date of Birth:	Day:	Month:	Year: Gender:
Place of Birth:	City:	Country:	
Occupation:			
Present Employer:			

IF THE ANSWER TO ANY OF THE FOLLOWING QUESTIONS IS **YES** PLEASE PROVIDE DETAILS IN WRITING IN RESPECT OF THAT ANSWER.

- |     |  | <b>Yes</b>               | <b>No</b>                |
|-----|--|--------------------------|--------------------------|
| 1.  | Are you or have you ever been an undischarged bankrupt?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.  | Have you ever been convicted of a criminal offence involving fraud or dishonesty?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.  | Has fraud or dishonesty been proven against you in any civil proceedings?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.  | Have you ever been the subject of a judicial or other official enquiry?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.  | Have you or any entity that you have been associated with, ever been refused or had revoked a licence, permit or other authorisation to provide investment business to the public in any jurisdiction? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.  | Are you a member in good standing of a self regulatory, trade or professional organisation?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6a. | If yes, name the organisation(s):  |                          |                          |
| 7.  | Have you ever been the subject of investigation, proceeding or other enquiry by a self regulatory organisation, trade or professional organisation of which you are or were a member?                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Have you or any entity that you have been associated with, ever been refused or had revoked a licence, permit or other authorisation to conduct investment business in any jurisdiction?               | <input type="checkbox"/> | <input type="checkbox"/> |

I hereby certify that the information in this Declaration is true to the best of my information, knowledge and belief.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_



**ISENTRY LIMITED**

8 John Street,  
London, WC1N 2ES0,  
Tel: +44 20 8906 6650  
Fax: +44 20 8906 6611

**PROPOSED PRIMARY MEMBER USER:**

<b>NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT REFERENCE</b>	
<b>TERRITORY :</b>	<b>UNITED KINGDOM</b>

# PURCHASE ORDER

(ATTACHMENT B)

The following purchase order shall be an integral part of the **Primary Member User Agreement** entered into between **ISENTRY** and the **Primary Member User** as described therein and below. 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.

The above-described Primary Member User hereby submits a purchase order for Licensed Products is as follows:

Product	# Seats/ Entities	# Gb	per seat	per Gb	Per Txns	Total per month	Total per annum	Total one-off	Effective Date
<b>Digital Profile</b>									
Entity Records*									
Active Seats**									
Setup								£	
<b>Total Digital Profile</b>								<b>£</b>	
<b>Digital Witness</b>									
Reports**					1-1000@				
					1001 – 5000 @				
Setup								£	
<b>Total Digital Witness</b>						<b>£</b>	<b>£</b>	<b>£</b>	
<b>Digital Vault</b>									
Seats	5	5							
Storage		5(min)							
Setup								£	
<b>Total Digital Vault</b>						<b>£</b>	<b>£</b>	<b>£</b>	
<b>Digital Content Exchange</b>									
Seats	30								
Transactions					£***				
Setup									

**Total DCX**

£

£

£

**Total  
Charges**

£

£

£

per month per annum one-off

\* Digital Profile Entity Records are billed annually in advance.

\*\* Digital Profile Active Seat are charged per month and apply to subscriber seats and also those seats processing Digital Witness reports

\*\*\* Transactions between Licensee and 3<sup>rd</sup> Parties are reported and billed monthly. Staff transactions incur no charge.

**PAYMENT.** The Primary Member User will pay all amounts due under this Purchase Order following acceptance in British Pounds Sterling (GBP or £). Primary Member User will be responsible for, and all amounts due hereunder are exclusive of, taxes of any kind (including but not limited to sales and use taxes) associated with supply of the Licensed Products and any services hereunder, except for taxes based on ISENTRY's net revenues. The Primary Member User will also pay all applicable federal, state and local sales, use, excise, ad valorem, value-added or other taxes, if any, (but excluding any income taxes) incurred in connection therewith. Any amounts due and payable hereunder by the Primary Member User shall incur an interest fee equal to the lesser of 1.5% per month or the highest amount allowed under applicable law multiplied by such unpaid amount for each month in which such amount remains outstanding.

Signed & approved for and on behalf of  
**ISENTRY LIMITED:**

Signed as approved for and on behalf of  
**Primary Member User**

\_\_\_\_\_  
Name:  
Position:  
Dated:

\_\_\_\_\_  
Name:  
Position:  
Dated:

**DEPLOYMENT REQUIREMENTS  
(ATTACHMENT C)**

The following deployment requirements 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.

The deployment requirements for Licensed Products are as follows:

**Integration Steps:**

**Support Steps:**

**Integration Timetable:**

**Project Supervisors:**

**Technicians:**

**Technical Specification:**

**Other:**

**SPECIAL CONDITIONS  
(ATTACHMENT D)**

The following special 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.

The following special conditions shall add to, amend or modify the provisions of the Primary Member User Documentation as follows:

**Insert as appropriate or otherwise the words: “ NONE APPLY”**