



INDIVIDUAL USER REGISTRATION LICENCE

This Individual User Registration Licence (this **Licence**) is entered into by and between **ISENTRY LIMITED**, a company incorporated with limited liability in England and Wales, whose registered office and address for notices under this Licence is at 8 John Street, London, WC1N 2ES (**ISENTRY**, and which expression shall include, where the context permits, its successors and assigns and affiliates), acting on behalf of itself and, where applicable, the relevant **Certifying Primary Member User or Subscriber** ON THE ONE PART; and **YOU**, the individual user, whose name and address and respective particulars with respect to this Licence are set out in the Registration Form completed by You and submitted to ISENTRY prior to the entering into of this Licence (**YOU** or the **Individual User**) ON THE SECOND PART and shall come into effect upon acceptance by YOU of this Licence (**Effective Date**)

YOU UNDERSTAND AND ACKNOWLEDGE THAT BY ACCEPTING THE TERMS AND CONDITIONS OF THIS LICENCE AND ENTERING INTO AN AGREEMENT WITH ISENTRY CONSTITUTED THEREBY, YOU ARE ENTERING INTO AN AGREEMENT WITH ISENTRY AND NOT THE WEB SITE OR OTHER INTERNET SERVICE PROVIDER WITH WHOM ISENTRY HAS MADE ARRANGEMENTS SEPARATELY TO PROVIDE TO YOU THE PRODUCTS AND SERVICES CONTEMPLATED HEREBY. ACCORDINGLY, BY COMPLETING THE REGISTRATION PROCESS AND BY CLICKING ON THE "**ACCEPT**" BUTTON BELOW YOU ARE AGREEING TO BECOME A PARTY TO THIS LICENCE AGREEMENT WITH ISENTRY AND TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ANY APPLICABLE ASSOCIATED STATEMENT ACCESSIBLE FROM THE LOGIN PAGE OF THE ISENTRY SITE. ONLY PERSONS WHO HAVE BEEN APPROVED BY ISENTRY OR BY A PRIMARY MEMBER USER OR SUBSCRIBER OF THE ISENTRY GLOBAL COMMUNITY WILL BE PERMITTED TO USE LICENSED PRODUCTS

SECTION I - MAIN OPERATIVE PROVISIONS

1. Introduction. The purpose of this Licence is to set out the terms and conditions on which ISENTRY will provide to YOU a licence of the ISENTRY licensed products as requested by YOU on completion of a registration and order form or provided to you by an ISENTRY Primary Member User (the **Licensed Products**); and YOU agree to accept the Licensed Products upon the terms and subject to the conditions set out in this Licence, including the Registration Form and Order Form (if any) completed by you prior to acceptance and the *iSentry Community Rules* referred to below and which shall be incorporated by reference as if fully set out herein and which together shall form the entire agreement between ISENTRY and YOU. In this Licence, words and expressions defined under section III (*General Conditions*) shall have the respective meanings given to them when used throughout this Licence; 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 Licence.

2. Licensed Products and their Use. In consideration of the payment of the Licence Fees by YOU or on your behalf by the Member User, ISENTRY agrees to licence and supply YOU the Licensed Products and in accepting, deploying and Using the Licensed Products, YOU agree to

become an Individual User Member of the ISENTRY Global Community, subject to the *ISENTRY Community Rules* and this Licence generally.

3. Disclosures and KYC Information. YOU warrant and represent to ISENTRY (and which representation and warranty shall also be given for the benefit of your Certifying Primary Member User as defined in the *iSentry Community Rules*) that the Individual Member User's particulars and disclosures made available to your Certifying Primary Member User and ISENTRY are true and accurate in all material respects at the Effective Date; and YOU further agree and undertake with ISENTRY (and which agreement and undertaking shall be for the benefit of the Certifying Primary Member User): (i) to notify ISENTRY of any subsequent changes thereto so long as this License remains in full force and effect, and (2) to observe the provisions set out in section III (*General Conditions*) with respect to your KYC Information.

4. 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 your completed and accepted Order Form or otherwise paid on your behalf by your Certifying Primary Member User or other Primary Member User and as otherwise provided for in the *General Conditions*.

5. Territory. The territory or territories (**Territory**) to which the Use of the Licensed Products shall be subject for the purposes of this Licence and the Use of the Licensed Products shall be in and from the **United Kingdom**.

6. Term and termination. This Licence shall continue in full force and effect for the term as provided for in the Order Form completed by YOU or as may have been made available by ISENTRY to your Certifying Primary Member User or other Primary Member User through whom the Licensed Products are being made available to YOU, unless terminated prior thereto either in accordance with the terms and conditions of this Licence or the *Licence and Support Conditions* under which the Licensed Products are licensed to such Primary Member User or otherwise the *General Conditions*, and upon termination the provisions of the *General Conditions* shall apply.

7. ISENTRY Community Rules. The *ISENTRY Community Rules* and comprising part of this Licence shall be in such form as ISENTRY may from time to time publish on its web-site, www.isentry.com (and YOU confirm YOU have 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 this Licence and accepted by YOU. YOU accept 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, YOU agree that YOU will ensure that YOU will be bound by, observe and abide by the respective terms and conditions of the *ISENTRY Community Rules* as from time to time published by ISENTRY and as they may relate to the Use of the Licensed Products.

8. Governing law and jurisdiction. This Licence shall be governed by the laws of **England and Wales**. Any legal action or proceeding arising under this Agreement will be brought non-exclusively in the Courts of the **England and Wales** and the parties hereby consent to the personal jurisdiction and venue of such courts.

SECTION II: LICENCE CONDITIONS

1. Grant of Licence.

(a) *Scope and Restrictions.* With respect to the **Licensed Product** licensed by YOU from ISENTRY, YOU are granted a nonexclusive non-assignable personal licence in or from the Territory to use or deploy or install, store, load, execute and display (collectively, **Use**) the Licensed Product for your own Use. The Licensed Product shall only be used to service secure internet based electronic mail and document transmission and archiving for lawful and proper purposes within the publish rules and regulations from time to time in force of the ISENTRY Global Community (**ISENTRY Community Rules**) and for no other purpose whatsoever. The Licensed Product shall not be used in any service bureau or time-sharing arrangements.

(b) *Other Restrictions.* YOU may not rent, lease, or sub-licence the licence provided hereunder, the Licensed Product, or any accompanying documentation, nor may YOU attempt to modify the Licensed Product. YOU shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Licensed Product or any of its accompanying documentation or the delivery or distribution of any part thereof to any third party or entity, for any purpose whatsoever.

2. Proprietary Rights and Confidentiality.

(a) *Proprietary Rights.* The Licensed Product is owned or licensed by ISENTRY and is protected by copyright laws and international treaty provisions. YOU acknowledge that the Licensed Product, its enhancements and modifications, major and minor releases and all supporting documentation constitute valuable proprietary property of ISENTRY or its affiliates and licensors and that all title and ownership rights in the Licensed Product and related materials remain exclusively with ISENTRY or its affiliates and licensors. ISENTRY or its affiliates and licensors reserve all rights with respect to the Licensed Product, its enhancements and modifications, major and minor releases and all supporting documentation under all laws of the Territory and other jurisdictions designated for the protection of proprietary information, including, but not limited to, trade secrets, copyrights, trademarks, service marks, and patents.

(b) *Acknowledgement.* YOU acknowledge that certain items related to the Licensed Product, including any user documentation, object or source code, designs, know-how, specifications, translations, compilations, partial copies and derivative works, as well as ISENTRY's business information, sales and marketing research, materials, plans, accounting and financial information, personnel information and the like, contain confidential and proprietary information belonging exclusively to ISENTRY or third parties (**Confidential Information**). Confidential Information does not include: (i) information already known or independently developed by the YOU outside the scope of this relationship by personnel not having access to any Confidential Information, (ii) information in the public domain through no wrongful act of yours or a third party, or (iii) information received by YOU from a third party who was free to disclose it.

(c) *Covenant.* With respect to the Confidential Information as you may receive as a result of entering into this Licence, and except as expressly authorized herein, YOU agree that during the Term and at all times afterwards YOU shall not use, commercialize or disclose such Confidential Information to any person or entity. Neither YOU nor any recipient shall: (i) alter or remove from any Licensed Product any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer the Licensed Product or other Confidential Information. Any information derived in violation of such covenant shall automatically be deemed Confidential Information owned exclusively by ISENTRY. YOU shall use at least the same degree of care in safeguarding the Confidential Information as YOU use in safeguarding your own confidential information, but in no event shall less than due diligence

and care be exercised. Upon termination, Licensee shall return or certify the destruction of all Confidential Information in its possession or control, and cease all further use thereof.

(d) *Injunctive Relief.* YOU acknowledge that violation of the provisions of this section would cause irreparable harm to ISENTRY not adequately compensable by monetary damages. In addition to other relief, YOU agree that injunctive relief, without any requirement for posting a bond, shall be available to prevent any actual or threatened violation of such provisions.

3. Warranties

(a) *Non-infringement Warranty.* ISENTRY represents and warrants that the Licensed Product, when properly used in accordance with the ISENTRY Community Rules, will not infringe or misappropriate any Territory copyright, trademark, patent, or the trade secrets of any third party. If it allegedly should do so and upon being notified of such a claim, ISENTRY shall (i) defend through litigation or obtain through negotiation the your right to continue using the Licensed Product; (ii) rework the Licensed Product so as to make it non-infringing while preserving the original functionality, or (iii) replace the Licensed Product with functionally equivalent software. If ISENTRY determines that none of the foregoing alternatives is reasonably feasible, it may terminate all or any part of the Licence and refund to YOU or, as the case may be the relevant Primary Member User who has been paying on your behalf the Licence Fees, a pro rata portion of the amounts paid for the infringing Licensed Product based on the unexpired period of the Licence on the assumption that notice of termination shall have been given by YOU as from the date of any such determination by ISENTRY in accordance with the foregoing provisions hereof. This section contains ISENTRY's sole and exclusive remedy for a breach of this warranty. THE FOREGOING WARRANTY DOES NOT APPLY TO THE EXTENT A CLAIMED INFRINGEMENT IS CAUSED BY YOUR MODIFICATIONS TO THE LICENSED PRODUCT, BY YOU FAILING TO INSTAL UPDATES PROVIDED BY ISENTRY, OR BY USE OF THE LICENSED PRODUCT IN COMBINATION WITH OTHER SOFTWARE OR HARDWARE NOT SPECIFIED BY ISENTRY.

(b) *Limited Performance Warranty.* ISENTRY represents and warrants for a period of thirty (30) days from delivery (**Warranty Period**) that it will make reasonable efforts to ensure the Licensed Product operates substantially in accordance with the applicable specifications referred to in any product user documentation (if any); provided that: (i) the Licensed Product is installed, implemented and operated in accordance with all instructions supplied by ISENTRY, (ii) YOU provide written notice to ISENTRY of any such defect within ten (10) calendar days after the appearance thereof, (iii) YOU have properly installed all updates made available with respect to the Licensed Product, and updates recommended by ISENTRY with respect to any third party software products (including operating system software) that materially affect the performance of the Licensed Product, (iv) YOU have properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards, (v) YOU have not introduced other equipment or software creating an adverse impact on the Licensed Product, and (vi) YOU have timely paid all amounts due hereunder (if payable by YOU) and YOU are not in material breach of any provision of this Licence. THE FOREGOING WARRANTY DOES NOT EXTEND TO ANY APPLICATIONS CREATED THROUGH USE OF A LICENSED PRODUCT.

(c) *Warranty Disclaimer.* EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION (**WARRANTIES**), ISENTRY HEREBY DISCLAIMS WITH RESPECT TO ALL LICENSED PRODUCTS OR OTHER DELIVERABLES PROVIDED HEREUNDER, AND ANY APPLICATIONS CREATED THROUGH USE OF THE LICENSED PRODUCT, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING FROM THE COURSE OF DEALING, PERFORMANCE OR USAGE.

4. Limitation of Remedies and Liabilities. YOU acknowledge that the following provisions reflect a fair allocation of risk:

(a) *Remedies.* Your sole remedies for ISENTRY's breach hereunder shall be (i) to obtain from ISENTRY the repair, replacement or correction of the defective Licensed Product to the extent warranted under sub-section 3 of this section or, if ISENTRY reasonably determines that such remedy is not economically or technically feasible, (ii) to obtain a pro rata refund of amounts paid with respect to the defective Licensed Product based on the unexpired period of this Licence on the assumption that notice of termination shall have been given by the Licensee as from the date of any determination by ISENTRY that the Licensed Product cannot be replaced..

(b) *Liabilities.* ISENTRY SHALL NOT BE LIABLE FOR ANY AMOUNT EXCEEDING THE TOTAL PORTION OF THE LICENCE FEE ACTUALLY PAID BY LICENSEE UNDER THIS LICENCE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO EACH OTHER OR THIRD PARTIES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS LICENCE. THE LIMITATIONS OF THIS SUB-SECTION SHALL NOT APPLY TO BREACHES OF CONFIDENTIALITY OR TO INDEMNIFICATION OBLIGATIONS HEREUNDER.

5. Indemnification. (a) YOU agree to indemnify, defend and hold harmless ISENTRY and its affiliates, and their respective directors, officers, employees, agents and assigns, as applicable, against any and all claims, damages, losses and expenses (including reasonable attorneys' fees), as incurred, arising from or in connection with or otherwise with respect to any claim, demand or legal action by a client, potential client, employee, consultant, independent contractor or agent of yours or by a third party (each, a "**Third Party Claim**"), related directly or indirectly to your Use of or your failure to Use the Licensed Product for any purpose, except to the extent such claim arises from ISENTRY's negligence, willful misconduct or alleged infringement. ISENTRY shall notify YOU in writing of the Third Party Claim within ten (10) business days after receipt of written notice of the Third Party Claim; provided however, that failure to give such notification shall not affect the above indemnification except to the extent the YOU shall have been actually prejudiced as a result of such failure. YOU may, at its option, conduct the defense in any such Third Party Claim provided that YOU do not agree to any settlement or other outcome that directly affects the Licensed Product without prior written approval from an authorized official of ISENTRY, and ISENTRY agrees to cooperate fully with such defence (subject to reimbursement by YOU of actual expenses incurred therewith). (b) ISENTRY agrees to indemnify, defend, and hold harmless YOU from and against any losses, claims, damages, costs, expenses (including but not limited to reasonable attorneys' fees), liabilities and obligations arising out of any claim or allegation that the Licensed Product infringes or violates any patent, copyright, trademark, trade secret, or other intellectual property right of any third party in the Territory or in other territory or territories where Use of the Licensed Product has been authorized, provided that such claim does not arise out of (1) a modification to the Licensed Product made by or on behalf of YOU that was not authorized by ISENTRY in writing, (2) Use of the Licensed Product in combination with hardware or software not recommended by ISENTRY, or (3) your failure to install an updated release provided the ISENTRY that would have avoided the infringement claim. YOU shall notify in writing ISENTRY of the Third Party Claim within ten (10) business days after receipt of written notice of the Third Party Claim; provided however, that failure to give such notification shall not affect the above indemnification except to the extent the ISENTRY shall have been actually prejudiced as a result of such failure. ISENTRY may, at its option, conduct the defence in any such, and YOU agree to cooperate fully with such defence claim (subject to reimbursement by the ISENTRY of actual expenses incurred therewith).

6. Anti-terrorism. Use of the Licensed Product is or may be specifically controlled by anti-terrorism rules or regulations in the Territory. The Licensed Product may not be Used in or with any country designated by ISENTRY as subject to anti-terrorism controls.

SECTION III: GENERAL CONDITIONS AND DEFINITIONS

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

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 YOU, whether KYC Information or otherwise, and referred to in this section as **data**. By entering into the Licence, YOU consent to the holding and processing of this data by iSentry and the Certifying Primary Member User, or any other Member User or Individual User with whom you have expressly consented this data is shared. 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 YOU.

(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 YOUR account and Use of the Licensed Products by YOU.

(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. **YOU consent to such disclosure by signing this Licence.**

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

(e) *Non-EEA Protections.* In entering into the Licence, YOU consent 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 YOU separately agree to the information being so held and stored, and transmitted, subject to the *ISENTRY Community Rules*, notwithstanding that the country may not afford to YOU 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 Order Form and as ISENTRY may in its absolute discretion from time to time decide, unless YOU have 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. Relationship with Certifying Primary Member Users. In entering into this Licence YOU accept that ISENTRY does so severally on its own behalf and, where applicable, on behalf of

the relevant Primary Member User who has taken responsibility for your KYC Information or otherwise been given permission by ISENTRY to your Use of the Licensed Product and that YOU accordingly accept liability and responsibility for Use of the Licensed Products and any loss or claim that may be incurred or owed by such Primary Member User to ISENTRY in consequence thereof. Such a Primary Member User is referred to herein as a **Certifying Primary Member User**.

5. KYC Information.

(a) *Provision of KYC Information.* YOU agree and undertake to provide to the Certifying Primary User or otherwise a Primary Member User or ISENTRY upon the request of ISENTRY, and to maintain and update, during the course of the Licence, all personal information (**KYC Information**) on YOU 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 YOU as required to be provided and maintained under the *ISENTRY Community Rules*.

(b) *Accuracy of KYC Information.* YOU agree and undertakes to provide the KYC Information to the Certifying Primary Member User or Primary Member User or ISENTRY in such form as it may request and YOU 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, the Certifying Primary Member User or Primary Member User or ISENTRY. YOU shall draw to the attention of the Certifying Primary Member User or Primary Member User or ISENTRY any misstatement or omission of fact that subsequently comes to YOUR attention which would in anyway make the KYC Information on YOU misleading or untrue in the context in which it has been provided to the Certifying Primary Member User or Primary Member User or ISENTRY, or is being stored or held by the Certifying Primary Member User or Primary Member User or ISENTRY, or being transmitted to or shared with or Used by other members of the ISENTRY Global Community or any other person. YOU agree and undertake to notify ISENTRY in writing of the steps which YOU propose 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, the Certifying Primary Member User or Primary Member User or ISENTRY will be regarded as Confidential Information for the purposes of ISENTRY's Privacy Policy as set out in these *General Conditions*.

5. Termination. ISENTRY may, upon immediate notice without giving any reason or explanation therefor, terminate this licence if in its opinion the Use is in breach of the ISENTRY Community Rules or is prejudicial to or may risk or compromise the integrity and security of the ISENTRY Licensed Product or any goodwill or undertaking of ISENTRY and its affiliates and businesses. Either party may, in addition to other available legal or equitable remedies, terminate any licence granted hereunder if the other party breaches any material provision hereof and 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. Either party shall be in default hereof if it is declared insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination of this Licence shall have no effect on the parties' rights or obligations which expressly or implicitly survive termination.

6. Disputes under these Conditions. Except for certain injunctive judicial relief authorized under section 2(d) of the General Conditions which may be brought at any time and without prejudice to any right a party may have to bring any action or proceeding under these conditions or the Member User Documentation generally, the parties agree that all disputes between them

shall first be submitted to the parties' respective contracts administrators and if not resolved, shall then be submitted for informal resolution to their respective chief operating officers for a period of thirty (30) days. Any remaining dispute shall be submitted to a panel of three (3) arbitrators, having experience in the field of software licensing law. All proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and held in the jurisdiction of the party against whom the arbitration is initiated. The award of the arbitrators shall include a written explanation of their decision, shall be limited to remedies otherwise available in court and shall be binding upon the parties and enforceable in any court of competent jurisdiction.

THESE CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE GOVERNING LAW SET OUT IN THE LICENCE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

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*.

8. General Matters

(a) *Assignment.* YOU 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 Licence without notice to YOU. 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 Licence shall be deemed an "executory contract," all rights and licenses granted to third party licensees under or pursuant to this Licence 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 Licence, 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 Licence.

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

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

(e) *Notices.* All notices required or permitted under this Licence 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 Licence and (ii) YOU to the address for notices set out in the Registration 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 Licence 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 Licence 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 Licence are independent contractors and this Licence 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 Licence.

(h) *Announcements.* YOU agree that ISENTRY may list YOU publicly as an Individual User of the ISENTRY Global Community.

(i) *Counterparts; Entire Agreement.* This Licence may be executed in one or more counterparts. This Licence 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 Licence 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 this Licence 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 Member User Documentation

The following words and expressions when used in the 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;
Certifying Primary Member User	the person, who being a Primary Member User, and named as a party to this Licence, who has taken responsibility for your KYC Information pursuant to section 3 of the General Conditions;
Confidential Information	has the meaning given to that expression in section 2(b) of the <i>Licence Conditions</i> ;
Effective Date	the date when YOU accept this Licence and this agreement shall come into effect;
General Conditions	the conditions set out in Section III of this Licence;
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	the interface established by ISENTRY for member users,

Community	associate 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 the <i>General Conditions</i> ;
Licence Conditions	the terms and conditions set out in Section II of this Licence;
Licence Fees	the fees agreed for the Use of the Licensed Products;
Licensed Products	the ISENTRY products and services referred to in the Licence and subject to the relevant <i>Purchase Order</i> ;
Licensee	YOU;
party	YOU or ISENTRY;
Primary Member User	a person who ISENTRY has approved as participant of the ISENTRY GLOBAL COMMUNITY and who takes responsibility for individual users;
Order Form	the order placed by YOU, or on your behalf by a Certifying Primary Member User, for the Licensed Products and accepted by ISENTRY and which forms part of the terms and conditions of this Licence;
Registration Form	the registration form completed by YOU prior to your entering into and accepting this Licence;
Territory	has the meaning given to that expression in paragraph V of the Licence;
Third Party Claim	has the meaning given to that expression in section 15 of the <i>Licence Conditions</i> ;
Use	has the meaning given to that expression in section 1(a) of the <i>Licence Conditions</i> ; and
Warranty Period	has the meaning given to that expression in section 7(b) of the <i>Licence Conditions</i> .

EXECUTION PROVISIONS

(Hard Copy only – acceptance of the electronic version will be evidenced by clicking the “ACCEPT BUTTON” below)

SIGNED FOR AND ON BEHALF OF THE INDIVIDUAL MEMBER USER

By:
Name:
Position: