



## PARTNER AGREEMENT

**THIS PARTNER AGREEMENT** (this “**Agreement**”), by and between PrimeKey and Partner, each as defined below, is effective as of the date of the last signature hereto (the “**Effective Date**”). PrimeKey and Partner may be collectively referred to herein as the “**Parties**” and each as a “**Party**.” The Parties hereby agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the below capitalized terms shall have the following meanings:

1.1. Parties.

“ <b>Partner</b> ”	Full legal name:	GHESAR LLC
	State or Country of Organization:	Republic of Moldova
	Postal address for legal notices:	str. Meșterul Manole, 7, of. 8, Chișinău, MD2037
“ <b>PrimeKey</b> ”	Full legal name:	PrimeKey Solutions AB
	State or Country of Organization:	Sweden
	Postal address for legal notices:	6150 Oak Tree Blvd., Suite 200 Independence, OH 44131 Attn: Controller

1.2. Defined Terms.

“ <b>Customer</b> ”	An entity that purchases Solutions directly from the Partner.
“ <b>Documentation</b> ”	The documentation that is distributed by PrimeKey for use with the Software.
“ <b>EULA</b> ”	PrimeKey’s online end user license agreement located at <a href="http://www.primekey.com/eula/">www.primekey.com/eula/</a> or other license agreement entered into between PrimeKey and a Customer that governs the provision and use of the Solutions.
“ <b>Hardware</b> ”	Physical devices, appliances, and units of machinery set forth on an Order.
“ <b>IP Rights</b> ”	On a worldwide basis, all patents, patent applications, copyrights (including all registrations and applications therefore), trade secrets, Trademarks, internet domain names, and all other proprietary and intellectual property rights, including moral rights.
“ <b>NDA</b> ”	That certain Mutual Nondisclosure Agreement between the Parties dated the date hereof.
“ <b>Order</b> ”	The ordering instrument issued by Partner to PrimeKey to purchase Solutions.
“ <b>Products</b> ”	The Software and Hardware, collectively.
“ <b>Program Guide</b> ”	The Keyfactor partner program guide available upon request from PrimeKey.
“ <b>Quote</b> ”	A quote issued by PrimeKey to Partner offering Solutions.
“ <b>Services</b> ”	The implementation, maintenance, support and professional services that are offered by PrimeKey from time to time and set forth on the applicable Order.
“ <b>Software</b> ”	The software product/module (in object code) set forth on the applicable Order.
“ <b>Solutions</b> ”	The Software, Hardware, and Services, collectively.
“ <b>Territory</b> ”	Republic of Moldova and Romania

**"Trademarks"**

A Party's trademarks, trade names, service marks, logos and similar indications of origin.

2. **LICENSE.** Subject to the terms of this Agreement, PrimeKey (on behalf of itself and its affiliates) appoints Partner as a non-exclusive reseller of Solutions to Customers in the Territory, and grants to Partner a limited, terminable, nonexclusive and nontransferable license and right to: (i) market Solutions to Customers in the Territory for resell or referral opportunities; (ii) resell Solutions to Customers in the Territory pursuant to the terms and conditions of the EULA; (iii) use the Software and/or NFR ("Not for Resale") Products for demonstration, training and support as PrimeKey authorizes in writing, (iv) use PrimeKey's Trademarks in connection with this Agreement and in accordance with the Program Guide or other written instruction from PrimeKey. Except as explicitly permitted herein, Partner shall not (and shall not authorize or permit others to): (a) copy, modify, or create derivative works or improvements of the Products or Documentation; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available or commercially exploit the Products or Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, make machine code human readable or otherwise attempt to derive or gain access to any software component of the Products; (d) remove or obscure any proprietary rights notices on the Products or Documentation; (e) use the Products or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person; (f) introduce, transmit or store malicious or harmful code in the Software; (g) create, benchmark, gather or use intelligence from or about the Products for a competitive offering; or (h) distribute or make available the Products to Customers outside of the Territory or to any entity or person other than Customers. The Software is licensed and not sold. No rights are granted to any source code of the Software. Except as stated above, no other license is granted, no other use is permitted and PrimeKey (and its affiliates and licensors, as applicable) will retain all right, title and interest in and to the Solutions, Documentation, PrimeKey Trademarks, and any other tools, materials or information (written or otherwise) created or used by PrimeKey in connection with this Agreement and all IP Rights related thereto.

3. **EULA.** Partner shall cause each Customer to agree in writing that such Customer's receipt and use of the Solutions is governed by the EULA. Partner may not make any representations to a Customer on behalf of PrimeKey that are inconsistent with the EULA.

4. **PROGRAM GUIDE.** The Program Guide is hereby incorporated by reference in this Agreement. PrimeKey or its affiliate Keyfactor, Inc. ("**Keyfactor**") may change the terms of the Program Guide upon thirty (30) days' written notice to Partner.

5. **QUOTES AND ORDERS.** A Quote will be issued by PrimeKey either (i) in accordance with the upcoming anniversary for renewals or (ii) for new requested Solutions by Partner. Partner shall subsequently initiate an order for such Solutions by submitting a written Order. No Order will be binding upon PrimeKey (a) unless such Order references a valid Quote and (b) until PrimeKey confirms its acceptance in writing, at which point such Order shall be deemed a firm, non-cancellable purchase commitment by Partner. The terms and conditions of this Agreement will apply to all Orders and any terms or conditions on any Order will be null and void and of no effect hereunder, even if acknowledged by PrimeKey, unless executed by an authorized representative of each Party.

6. **PAYMENTS AND DELIVERY.** Prices payable by Partner will be in US Dollars, as shown on the applicable Quote, less the price discount specified in the Program Guide or as otherwise agreed in writing by PrimeKey. All amounts due under this Agreement shall be paid within thirty (30) days from the date of the invoice issued by PrimeKey, in full without set-off, counterclaim or deduction. Any amount not paid when due shall bear a late payment charge until paid at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. All payments to PrimeKey are exclusive of any tax, withholding, duty, tariff or similar assessment on the license, sale, shipment or distribution of the Solutions, and Partner agrees to pay all such charges and all expenses incurred by Partner in connection with this Agreement. Partner is responsible for payment of all shipping and handling fees for delivery of Hardware, and title and risk of loss thereto passes to Partner when PrimeKey delivers the Hardware to the carrier. All Products are deemed accepted upon delivery. Nothing contained in this Section 6 will be deemed to limit in any way the right of Partner to determine the prices at which the Solutions may be resold by Partner. During the term of this Agreement and for three years thereafter, Partner will maintain accurate books and records relating to the resale of the Solutions, and PrimeKey will during normal business hours have the right to reasonably audit such books and records upon prior written notice to Partner.



7. **PARTNER OBLIGATIONS.** Partner will (a) use commercially reasonable efforts to successfully promote and demonstrate the Products to prospective customers, (b) use PrimeKey's then current names for the Products, (c) comply with good business practices, (d) not conduct its business in any manner that will reflect unfavorably upon PrimeKey or its affiliates, and (e) comply with all applicable international, national, state, regional and local laws and regulations, including without limitation (i) all applicable export laws regarding the export or re-export of the Solutions, (ii) all applicable privacy and data protection laws and regulations, and (iii) all applicable anti-bribery laws.

8. **SUPPORT.** Unless otherwise agreed in writing by PrimeKey, PrimeKey will provide (i) support to Customers pursuant to the terms of the applicable EULA and (ii) commercially reasonable technical support to Partner in connection with Partner's provision of Solutions under this Agreement. Partner will not provide Solutions in accordance with any specified service levels on behalf of PrimeKey.

9. **TERM AND TERMINATION.** This Agreement will begin on the Effective Date and will continue in effect until terminated in accordance with this Section. Either Party may terminate this Agreement (i) without cause upon ninety (90) days' written notice to the other Party or (ii) if the other Party materially breaches this Agreement and does not cure such breach within ten (10) days following written notice thereof. Upon any termination of this Agreement, all rights, obligations and licenses of the Parties hereunder will cease, except that: (a) all obligations that accrued prior to the effective date of termination (including without limitation, payment obligations) and any remedies for breach of this Agreement will survive any termination; and (b) EULAs properly entered into with a Customer prior to termination will continue in effect in accordance with their terms, provided the Customer is not then currently in default or breach of such EULA. Those provisions of this Agreement which would require that they survive the termination of this Agreement in order to give them full force and effect will survive the termination or expiration of this Agreement.

10. **WARRANTIES.** Each Party represents and warrants that it (i) has the right, power, and ability to enter into and perform its obligations under this Agreement, (ii) has all necessary rights to grant the rights and licenses that it has granted under this Agreement, and (iii) will maintain all licenses, permits and other permissions necessary to perform its obligations hereunder. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. **INDEMNIFICATION.** Each Party ("**Indemnifying Party**") will defend, indemnify and hold harmless the other Party and its employees, officers, directors, agents, assigns and successors in interest (each an "**Indemnified Party**") against any and all third party claims, suits, actions, proceedings or demands ("**Claims**") and resulting judgments, losses, payments, costs, expenses (including reasonable attorneys' fees), damages, settlements, liabilities, fines, and penalties of the Indemnified Party ("**Costs**") arising from or in connection with (i) the breach by the Indemnifying Party (or any of its employees or agents) of any of its obligations, covenants, representations or warranties under this Agreement, (ii) death, personal injury, bodily injury or any real or personal property damage caused by the Indemnifying Party (or any of its employees or agents), or (iii) the negligent acts or omissions or willful misconduct of the Indemnifying Party (or any of its employees or agents). The Indemnifying Party's obligations under this Section 11 are contingent upon: (a) the Indemnified Party giving prompt written notice to the Indemnifying Party of any such Claim; (b) if defense is requested, the Indemnified Party permitting the Indemnifying Party to control the defense and any related settlement of any such claim, action or demand; and (c) the Indemnified Party providing reasonable assistance in the defense of any such Third-Party Claim at the expense of the Indemnifying Party.

12. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO (I) A PARTY'S INDEMNIFICATION OBLIGATIONS (II) A BREACH OF CONFIDENTIALITY OBLIGATIONS, (III) CLAIMS OF INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF IP RIGHTS, OR (IV) FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (A) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OR CORRUPTION OF DATA OR INTERRUPTION OF USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM FOR LIABILITY IS ALLEGED TO ARISE IN CONTRACT, TORT



(INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL EXCEED THE AMOUNT OF FEES PAID BY PARTNER TO PRIMEKEY DURING THE TWELVE (12) MONTHS PRECEDING THE ACCRUAL OF THE CLAIM. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS, A BREACH OF CONFIDENTIALITY OBLIGATIONS, OR CLAIMS OF INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF IP RIGHTS SHALL EXCEED FIVE MILLION DOLLARS (\$5,000,000).

13. **CONFIDENTIALITY; NON-EXCLUSIVITY.** The terms of the NDA are hereby incorporated by reference, and such terms will continue in full force and effect for the term of this Agreement and for three years thereafter. This Agreement is not exclusive in any respect, and each Party may enter into similar agreements with other parties.

14. **NON-SOLICITATION.** During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall directly solicit for employment, employ, hire, contract with, or otherwise engage any person that is employed or engaged as an employee or independent contractor of the other Party ("**Applicable Personnel**") without the written consent of the other Party. However, nothing contained herein shall be construed to limit either Party's ability to hire Applicable Personnel who respond to a general hiring program not targeted at such individuals or who are terminated by the other Party.

15. **NOTICE.** All notices, requests and consents under this Agreement shall be in writing and shall be deemed to have been delivered (i) on the date personally delivered or (ii) on the date mailed, postage prepaid by certified mail with return receipt requested or via nationally recognized overnight carrier, in each case to the address set forth on the first page hereto (as applicable).

16. **FORCE MAJEURE.** Neither Party will be liable (except the payment of money owed) for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, epidemic or pandemic) that was beyond the Party's reasonable control, provided that such Party promptly (i.e., within 10 days) notifies the other Party thereof and uses reasonable efforts to resume performance as soon as possible.

17. **GENERAL PROVISIONS.** This Agreement shall be governed by and construed for all purposes in accordance with the laws of the country of Sweden, exclusive of any conflict of laws principles. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. Any litigation, dispute or other proceeding between the Parties related to this Agreement shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall be held in Stockholm, Sweden and conducted in English. Neither Party may assign, sublicense or otherwise transfer this Agreement without the prior written consent of PrimeKey, such consent not to be unreasonably withheld, except to an affiliate or in connection with a merger, acquisition, sale of assets or similar change of control. The failure or delay of any of the parties to enforce any right, power or remedy under this Agreement will not constitute a waiver of such right, power or remedy. The Parties to this Agreement are independent contractors, and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. If any provision of this Agreement is held illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected. The prevailing Party in any action brought under this Agreement is entitled to an award of reasonable attorneys' fees and costs. This Agreement, together with all exhibits, addenda, or other documents incorporated by reference, completely and exclusively state the agreement of the Parties regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, representations, agreements, or other communications between the parties, oral or written, regarding such subject matter. Unless stated herein, no modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each Party. This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which will collectively constitute a single agreement.

[ \* \* \* ]



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

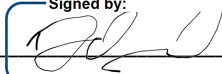
**PRIMEKEY**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by:   
82EE60ADC0F141F...  
Dan Michael

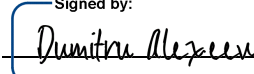
**PARTNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by:   
B146E18105514C5...  
Dumitru Alexeev

CEO

1/22/2025 | 10:24 a.m. PST

**Certificat de finalizare**

ID plic: CFC21910-0A16-4A04-B6F9-5ED5CD79B6E1

Stare: Finalizat

Subiect: Complete with Docusign: Ghesar LLC - PrimeKey Mutual Confidentiality Agreement (17Jan2025).docx...

Plic sursă:

Pagini document: 9

Semnături: 4

Creator plic:

Pagini certificat: 5

Inițiale: 0

Courtney Hollis

Navigare automată: Activat

6150 Oak Tree Blvd, Suite 200

Ștampilare ID plic: Activat

Independence, OH 44131

Fus orar: (UTC-05:00) Eastern Time (US &amp; Canada)

Courtney.Hollis@Keyfactor.com

Adresă IP: 104.251.240.150

**Urmărire înregistrări**

Stare: Original

Titular: Courtney Hollis

Locație: DocuSign

1/17/2025 | 10:15 a.m.

Courtney.Hollis@Keyfactor.com

**Evenimente semnatar****Semnătură****Marcaj temporal**

Dan Michael

Dan.Michael@Keyfactor.com

Chief Sales Officer

Dm

Nivel securitate: E-mail, Autentificare cont (fără)

Adoptare semnătură: Desenat pe dispozitiv

Se utilizează adresa IP: 24.30.10.38

Signed by:  
  
82EE60ADC0F141F...

Trimis: 1/17/2025 | 10:19 a.m.

Retrimite: 1/21/2025 | 12:32 p.m.

Vizualizat: 1/22/2025 | 01:22 p.m.

Semnat: 1/22/2025 | 01:22 p.m.

Înregistrare electronică și dezvăluire semnătură:

Acceptat: 1/13/2025 | 10:10 a.m.

ID: 0f8b9a69-5675-4160-bb4b-d529d5b1576f

Dumitru Alexeev

dumitru.alexeev@ghesar.com

Nivel securitate: E-mail, Autentificare cont (fără)

Adoptare semnătură: Stil preselectat

Se utilizează adresa IP: 94.139.140.21

Semnat de pe mobil

Signed by:  
  
B146E18105514C5...

Trimis: 1/22/2025 | 01:22 p.m.

Vizualizat: 1/22/2025 | 01:23 p.m.

Semnat: 1/22/2025 | 01:24 p.m.

Înregistrare electronică și dezvăluire semnătură:

Acceptat: 1/22/2025 | 01:23 p.m.

ID: d3c4c96e-37d1-4e6d-a7fd-731e5cc36f01

**Evenimente semnatar în persoană****Semnătură****Marcaj temporal****Evenimente livrare editor****Stare****Marcaj temporal****Evenimente livrare agent****Stare****Marcaj temporal****Evenimente livrare intermediar****Stare****Marcaj temporal****Evenimente livrare autorizată****Stare****Marcaj temporal****Evenimente copie la indigo****Stare****Marcaj temporal**

Len Riepe

**Copiat**

Trimis: 1/17/2025 | 10:19 a.m.

Leonard.Riepe@keyfactor.com

SVP, General Counsel

Keyfactor, Inc.

Nivel securitate: E-mail, Autentificare cont (fără)

Evenimente copie la indigo	Stare	Marcaj temporal
Înregistrare electronică și dezvăluire semnătură: Neoferit prin DocuSign	Copiat	Trimis: 1/17/2025   10:19 a.m.
Seth Webster seth.webster@keyfactor.com In-House Counsel Keyfactor, Inc.		
Nivel securitate: E-mail, Autentificare cont (fără)		
Înregistrare electronică și dezvăluire semnătură: Neoferit prin DocuSign		
Sybil McCormack Sybil.McCormack@keyfactor.com Senior In-House Counsel Keyfactor, Inc.	Copiat	Trimis: 1/17/2025   10:19 a.m.
Nivel securitate: E-mail, Autentificare cont (fără)		
Înregistrare electronică și dezvăluire semnătură: Neoferit prin DocuSign		
Evenimente de asistare ca martor	Semnătură	Marcaj temporal
Evenimente notar	Semnătură	Marcaj temporal
Evenimente rezumat plic	Stare	Marcaje temporale
Plic trimis	Combinat/Criptat	1/17/2025   10:19 a.m.
Livrare confirmată	Securitate verificată	1/22/2025   01:23 p.m.
Semnare finalizată	Securitate verificată	1/22/2025   01:24 p.m.
Finalizat	Securitate verificată	1/22/2025   01:24 p.m.
Evenimente plată	Stare	Marcaje temporale
Înregistrare electronică și dezvăluire semnătură		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Keyfactor (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Keyfactor:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sybil.mccormack@keyfactor.com](mailto:sybil.mccormack@keyfactor.com)

### **To advise Keyfactor of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sybil.mccormack@keyfactor.com](mailto:sybil.mccormack@keyfactor.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Keyfactor**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sybil.mccormack@keyfactor.com](mailto:sybil.mccormack@keyfactor.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Keyfactor**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sybil.mccormack@keyfactor.com](mailto:sybil.mccormack@keyfactor.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Keyfactor as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Keyfactor during the course of your relationship with Keyfactor.