

IMPORTANT: READ CAREFULLY

THIS QUOVADIS SSL CERTIFICATE SUBSCRIBER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN THE SUBSCRIBER OF A QUOVADIS BUSINESS SSL CERTIFICATE OR AN EXTENDED VALIDATION ("EV") SSL CERTIFICATE ("YOU" OR "THE SUBSCRIBER") AND QUOVADIS LIMITED ("QUOVADIS").

ALL SUBSCRIBERS MUST FIRST READ THIS AGREEMENT AND AGREE, ACCEPT AND BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO BE THE SUBSCRIBER OF A QUOVADIS SSL CERTIFICATE AND YOU MUST TERMINATE YOUR APPLICATION OR REQUEST REVOCATION OF SUCH SSL CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE QUOVADIS SSL CERTIFICATE AND CONDITIONS OF THE APPLICABLE ROOT CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT ("CP/CPS") LOCATED AT <http://www.quovadisglobal.com/pki/cpcps>.

CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE CP/CPS.

QuoVadis and the Subscriber, intending to be legally bound, agree as follows:

risks; (iii) the Subscriber's failure to protect its Private Key; or (iv) claims (including without limitation infringement claims) pertaining to content or other information or data supplied by the Subscriber.

5. **Revocation:** Certificates issued by QuoVadis will be revoked on the occurrence of any of the following events:
 - (a) The Subscriber requests revocation of its Certificate;
 - (b) The Subscriber indicates that the original Certificate Request was not authorized and does not retroactively grant authorization;
 - (c) QuoVadis obtains reasonable evidence that the Subscriber's Private Key (corresponding to the Public Key in the

declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the maximum extent permitted by law. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

13. **Governing Law:** This Agreement is governed by the laws of [insert the Subscriber preferred jurisdiction Bermuda, UK, Switzerland] without reference to conflicts of law principles.
14. **Entire Agreement, Amendment:** This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or understandings between the parties regarding its subject matter. If there is any conflict between the provisions of this Agreement and the CP/CPS, the provisions of this Agreement will prevail. This Agreement may be amended or modified only by a written instrument executed by both parties.
15. **Force Majeure:** QuoVadis is excused from performance under this Agreement and has no liability to the Subscriber or any third-party for any period when QuoVadis is prevented from performing all or part of its obligations, due to an act of God, war, civil disturbance, court order, labor dispute, or other similar event beyond QuoVadis' reasonable control.
16. **Notices:** All notices provided by the Subscriber are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, or sent by facsimile with receipt confirmed by telephone or other verifiable means, to:

QuoVadis Limited, Suite 1640, 48 Par La Ville Road, Hamilton HM11, Bermuda
Website: www.quovadisglobal.com; Electronic Mail: compliance@quovadisglobal.com

YOU REPRESENT AND WARRANT THAT: (A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON THE SUBSCRIBER'S BEHALF AND TO BIND THE SUBSCRIBER TO THE TERMS OF THIS AGREEMENT; (B) SUBSCRIBER IS THE ENTITY THAT IT CLAIMS TO BE IN THE QUOVADIS SSL CERTIFICATE APPLICATION; (C) THE SUBSCRIBER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (D) THIS AGREEMENT AND THE PERFORMANCE OF THE SUBSCRIBER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH THE SUBSCRIBER IS A PARTY.

For and on behalf of Applicant

Date

Signature of contract signer

Print contract signer name and title