

Agreement to Conduct Business Electronically

Seller Name and Address

Buyer Name(s) and Address(es)

Date
No.

Definitions

- ◆ "Consent" means this Agreement to Conduct Business Electronically.
- ◆ "Electronic Signature" means an electronic image of handwritten signature or initials that is executed or adopted by a person with the intent to sign an electronic contract or other electronic document.
- ◆ "eContract" means any contract entered into between Buyer and Seller that is signed using Electronic Signatures.
- ◆ "Seller" means the person listed as Seller above.
- ◆ "Holder" means the Seller, but if the Seller transfers an eContract to anyone else, then the last person/entity to which the eContract is transferred becomes the Holder.

Agreement to Conduct Business Electronically

This Agreement relates to all business between the Buyer and Seller. Buyer and Seller desire to conduct business electronically. This includes using electronic communications, electronic contracts, and other electronic documents signed using Electronic Signatures.

Buyer and Seller agree to the following:

- ◆ Contracts, including modifications to such contracts, and other documents may be signed as eContracts using Electronic Signatures.
- ◆ The signatures below signify Buyer's and Seller's intent to enter into this Agreement.
- ◆ All eContracts, including modifications to such eContracts, and other electronic documents that are signed with Electronic Signatures are as valid and enforceable as if Buyer and Seller had signed a paper copy using written signatures.
- ◆ The authoritative copy of an eContract ("*Authoritative Copy*") shall be that electronic copy that resides in a document management system designated by the Holder for the storage of authoritative copies of electronic records. If that Authoritative Copy shall be converted to a Paper Contract as provided below, then that Paper Contract (and not the electronic copy) shall be the Authoritative Copy.
- ◆ Buyer and Seller have the right to obtain a paper copy of any eContract or other electronic document at the time it is signed with Electronic Signatures. Seller may, at its option, provide Buyer additional copies at a later time but Seller reserves the right to collect a reasonable fee from Buyer for doing so.

The Authoritative Copy may be converted to a paper contract by printing a paper copy that the Holder or Creditor marks as the original (the "*Paper Contract*"). As such, the Buyer and Holder acknowledge and agree to the following:

- ◆ The signing of the eContract with the Electronic Signature of the Buyer and the Seller also constitutes issuance and delivery of the Paper Contract.
- ◆ The images of the Electronic Signatures associated with the eContract, when affixed to the Paper Contract, constitute legally valid and binding signatures on the Paper Contract.
- ◆ After the conversion to a Paper Contract, the Buyer's and Seller's obligations will be evidenced by the Paper Contract alone.
- ◆ The eContract will then be destroyed in accordance with the rules of the document management system.

Each party has the right to withdraw this Consent by sending and confirming receipt of a notice of withdrawal of this Consent. The withdrawal of Consent will only apply to transactions, records, and matters that take place following 10 business days after the Consent withdrawal is received by the other party.

Signatures

By signing, Buyer and Seller agree to the terms in this Consent on today's date.

Buyer

_____ Date

_____ Date

Seller

_____ Date