

Certificate Of Completion

Envelope Id: EC0CF3F10EC442018CA0893510711C02

Status: Completed

Subject: Zenchain - Company and Director Docs

Source Envelope:

Document Pages: 52

Signatures: 14

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Shannon Davidson

Osler, Hoskin & Harcourt LLP

PO Box 50

Toronto, ON M5X 2A1

sdavidson@osler.com

IP Address: 206.47.255.27

Record Tracking

Status: Original

6/29/2018 8:28:15 PM

Holder: Shannon Davidson

sdavidson@osler.com

Location: DocuSign

Signer Events

Jerome Tremblay

jerry@zenchain.com

Security Level: Email, Account Authentication
(None)

Signature

Jerome Tremblay

Using IP Address: 76.65.98.223

Timestamp

Sent: 6/29/2018 9:27:03 PM

Viewed: 7/3/2018 2:21:55 PM

Signed: 7/3/2018 2:25:49 PM

Electronic Record and Signature Disclosure:

Accepted: 7/3/2018 2:21:55 PM

ID: fb8ace28-d742-4032-bd80-d4a4986fa4b8

Kyle Reagan

kyle@zenchain.com

Security Level: Email, Account Authentication
(None)

Kyle Reagan

Using IP Address: 70.67.126.162

Sent: 6/29/2018 9:27:02 PM

Viewed: 7/3/2018 1:22:09 PM

Signed: 7/3/2018 1:24:07 PM

Electronic Record and Signature Disclosure:

Accepted: 7/3/2018 1:22:09 PM

ID: fec2e87a-9492-4970-a9b6-6335038c4cd9

Seth Hornby

seth@zenchain.com

Security Level: Email, Account Authentication
(None)

Seth Hornby

Using IP Address: 24.108.184.111

Sent: 6/29/2018 9:27:03 PM

Viewed: 7/1/2018 4:34:46 PM

Signed: 7/1/2018 4:35:17 PM

Electronic Record and Signature Disclosure:

Accepted: 7/1/2018 4:34:46 PM

ID: 1ab21173-18c5-4904-8da5-48f7998479c6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	6/29/2018 9:27:03 PM
Certified Delivered	Security Checked	7/3/2018 2:21:55 PM
Signing Complete	Security Checked	7/3/2018 2:25:49 PM
Completed	Security Checked	7/3/2018 2:25:49 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE, PERSONAL INFORMATION DISCLOSURE AND CONSENT

From time to time, Carthos Services LLP for and on behalf of Osler, Hoskin & Harcourt LLP (we, us or our) 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 your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Personal Information and Consent

In connection with DocuSign's electronic signature service, the e-contract and any related personal information will be maintained in an encrypted form by DocuSign on behalf of Osler, Hoskin & Harcourt LLP. DocuSign will not have any access to the contents of the e-contracts, without the express consent of you or Osler, Hoskin & Harcourt LLP. The e-contract will be stored and maintained by DocuSign on servers located in the United States. In order to establish a digital audit trail of the e-contract and for contract validation purposes, DocuSign also maintains certain transaction data (such as transaction history, image hash value, method and time of document creation and deletion, sender and recipient names, email addresses and signature IDs). Transaction data may be accessed or otherwise processed by DocuSign employees or permitted subcontractors for customer support purposes in the United States, United Kingdom, Ireland, the Philippines, France or other foreign jurisdiction, and may also be retained and used by DocuSign for the purposes of preventing fraud, resolving disputes, troubleshooting problems, assisting with any investigations, and enforcing the DocuSign user agreements and terms. DocuSign has implemented administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of the e-contracts and transaction data. Transaction data (including personal information) will not be used, transferred or disclosed by Osler, Hoskin & Harcourt LLP or DocuSign for purposes other than set out above, except as may be required by applicable law, which may include lawful access by United States or other courts, law enforcement and governmental authorities. If you have any questions, please contact Osler, Hoskin & Harcourt LLP at Docusign@osler.com.

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. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account 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 reasonable commercial rates per page. 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 as 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign Express user account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account 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 your DocuSign Express user account 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 Osler, Hoskin & Harcourt LLP:

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: DocuSign@osler.com

To advise Osler, Hoskin & Harcourt LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSign@osler.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign Express user account by following the process for changing e-mail in DocuSign.

To request paper copies from Osler, Hoskin & Harcourt LLP

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 e-mail to DocuSign@osler.com and in the body of such request you must state your e-mail address, full name, postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Osler, Hoskin & Harcourt LLP

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

- ii. send us an e-mail to DocuSign@osler.com and in the body of such request you must state your e-mail, full name, postal Address, telephone number, and account 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

Operating Systems:	Windows 2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below. If you do not agree do not access or use this service. THE ELECTONIC SIGNATURE SERVICE IS PROVIDED BY DOCUSIGN AND HAS BEEN MADE AVAILBLE BY OSLER, HOSKIN & HARCOURT LLP TO YOU "AS IS", "AS AVAILABLE", FOR YOUR CONVENIENCE, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND OTHER THAN AS DOCUSIGN MAY MAKE AVAILABLE TO YOU DIRECTLY. OSLER, HOSKIN & HARCOURT LLP HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTIBLE QUALITY, COMPATIBILITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. OSLER, HOSKIN & HARCOURT LLP DOES NOT WARRANT THAT THE ELECTONIC SIGNATURE SERVICE (OR ANY PART THEREOF) WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic PERSONAL INFORMATION, TRANSACTION DATA AND CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access;
- I agree to the processing, handling and storage of my personal information contained within transaction data and documents and information submitted to the DocuSign service, as described above;
- I agree to the disclaimer set out in this document; and
- Until or unless I notify Osler, Hoskin & Harcourt LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Osler, Hoskin & Harcourt LLP during the course of my relationship with you.