



LDRC/LSM PUBLIC KEY INFRASTRUCTURE (PKI)

LAWYER SUBSCRIBER AGREEMENT

Between:

LEGAL DATA RESOURCES (MANITOBA) CORPORATION ("LDRC")

- and -

_____ (the "**Subscriber**")

1. Purpose

This Subscriber Agreement contains the terms and conditions under which a Subscriber (e.g. a lawyer entitled to practice in the Province of Manitoba or another applicant approved by the Law Society of Manitoba) may request a digital signature and public key encryption certificate (PKI Certificate) to be issued to the Subscriber. The Certificate will permit encrypted and digitally signed exchanges of information between lawyers and will also support future electronic transactions between the subscriber and various governmental entities in Manitoba and elsewhere. The agreement contains the terms and conditions relating to the authority to use and rely upon a PKI Certificate under the LDRC PKI as detailed in the draft LDRC Certificate Policy filed on the LDRC web site and intended to be registered with Public Works Canada (hereinafter the "CP"). The provisions of the CP are deemed to be incorporated in this Agreement.

2. Scope

This Subscriber Agreement, together with the CP, form the entire and sole agreement between LDRC and the Subscriber with respect to the subject matter of this agreement, and supersede all previous communications or other documents or agreements whether written or oral relating to it, unless they are incorporated by reference in this agreement. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in this agreement and any written amendment to the agreement.

3. Definitions

Terms and words used in the Subscriber Agreement have the same meaning as in the CP, which can be found in Section 1 and particularly Section 1.5.5 of the CP on LDRC's Web site at www.ldrc.net.

4. Identification Information

The Subscriber attests that the information submitted relating to the PKI application, as corrected or updated from time to time, is true and complete and is intended to be available to the Law Society of Manitoba ("LSM") for its review as registration authority for the LDRC PKI Certificate System. The Subscriber also directs LDRC to check identity information against LSM databases to satisfy the requirement that LSM identify and acknowledge lawyer certificate holders prior to issuance of certificates. The Subscriber agrees to notify LDRC of any change to this information and to notify the Law Society of any confidential change.

5. Protection of Keys

- (a) The Subscriber agrees to keep all passwords, and private keys confidential (and to take similar steps with tokens, should they subsequently be supplied) in accordance with the Law Society of Manitoba Code of Professional Conduct which provides:

Electronic Registration of Documents

5.01 (5) A lawyer who has personalized encrypted electronic access to any system for the electronic submission or registration of documents must not:

- (a) permit others, including a non-lawyer employee, to use such access;
or
 - (b) disclose his or her password or access phrase or number to others.
- (b) The Subscriber agrees to take all reasonable measures to prevent the loss, disclosure, modification or unauthorized use of any passwords, private keys and, if applicable, tokens; and
 - (c) The Subscriber acknowledges and agrees that, if LDRC issues software to create keys or issues keys themselves to the Subscriber, LDRC will not retain a copy of the original digital signing keys issued, and that issuance of a replacement or other further key, as described in the CP, may be the subject of a charge to the Subscriber.

6. Acceptable Use or Reliance

- (a) The Subscriber will use or rely on the LDRC PKI Certificate only for encrypted messages to other subscribers, for encrypted messages to clients and other parties to legal transactions, and to complete e-filing transactions authorized by LSM and LDRC. For clarity, the Subscriber will not use the Certificate for personal or recreational purposes. The Subscriber will also not authorize, encourage or permit anyone other than parties authorized by LSM and LDRC to rely on, or to use or authenticate, the certificate which the Subscriber receives and for which the Subscriber is responsible;
- (b) The Subscriber will be advised of acceptable electronic transactions from time to time as LDRC completes organizational requirements and receives the approval of LSM for particular transactions. Where an electronic transaction is authorized with a Court or government department or other entity but requires compliance with further security or other procedures, LDRC shall provide notice of those requirements along with notification of the acceptable electronic transaction. Those requirements shall thereafter be deemed to be imported into this agreement and shall be required of the Subscriber for those transactions in order to comply with the terms of this Subscription. Any use of a Subscriber's certificate to effect an approved electronic transaction will be deemed to be agreement by the Subscriber to assume full legal and financial responsibility for such transaction (including not being able to repudiate such Subscriber's digital signature where a digital signature is affixed to a filing or message), with the Subscriber also assuming full responsibility for fees associated with such electronic filing or message.

7. Fees

Provided the Subscriber is a member in good standing of LSM, LDRC will issue an initial Certificate to the Subscriber at no cost. LDRC has historically defrayed its expenses through modest transaction fees (typically less than 10% of government fees on any search or other

transaction), and LDRC anticipates using that same method in future. Accordingly, by signing this agreement, the Subscriber agrees that reasonable transaction fees, to be posted on the LDRC web site, may be charged in conjunction with Subscriber e-filings to defray LDRC costs. If LDRC is unable to recover expenses through transaction fees, it would, as a last resort, charge annual maintenance fees to defray its expenses.

8. Revocation of Certificates

The Subscriber agrees to the following obligations relating to revocation of certificates:

- (a) The Subscriber must immediately request that LDRC revoke a certificate if:
 - (i) the password or private keys, or if applicable, the token, of the Subscriber have been, or if it is suspected they may have been, compromised, or are insecure in any way;
 - (ii) any of the information contained in the certificate, or any of the identification and authentication information has been changed or altered, or is otherwise no longer accurate or complete; or
 - (iii) the designated certificate holder is no longer authorized or designated to use the certificate for the purposes of electronic transactions authorized by LSM.
- (b) The Subscriber may request that LDRC revoke a certificate by signed notice at any time prior to the expiration of the certificate., LSM or others may revoke a certificate if a subscriber is a lawyer entitled to practice law in the Province of Manitoba but LSM terminates or suspends that entitlement. Where a request for revocation has been made, the Subscriber will cease to assume financial and legal responsibility for any electronic transactions using the Subscriber's certificate which are effected more than 48 hours after the time of the notice.
- (c) The Subscriber acknowledges that LDRC or LSM may revoke a certificate if:
 - (i) any of the information in the certificate changes;
 - (ii) LDRC or LSM knows, or has reason to suspect, that the private keys of the Subscriber have been compromised;
 - (iii) LDRC or LSM knows, or suspects that, the Subscriber's password or, if applicable, the Subscriber's token, has been compromised;
 - (iv) the certificate of the LDRC certification authority, which was used to sign a certificate, is revoked;
 - (v) the Subscriber fails to comply with his or her obligations under this agreement, including the obligation to pay fees incurred as a result of use of the certificate; or
 - (vi) LSM or LDRC deem the revocation to be necessary for any reason.
- (d) LDRC will provide notice of any revocation. This will be published in the certificate revocation list within 24 hours of a request under paragraph (b) or a revocation under paragraph (c). A revocation does not affect the authenticity of a message digitally signed before the revocation, or the Subscriber's responsibility for it;
- (e) If LDRC revokes a certificate, the Subscriber may request a new certificate, but is under no obligation to issue one.

9. Physical Identification and Distinguishing Name

LDRC will require certain documentation to satisfy itself and LSM that the party receiving the certificate is the Subscriber, and that the Subscriber is a person entitled to practice law in the Province of Manitoba. It will take steps to physically identify the Subscriber before authorizing final authentication codes, which steps may include requiring receipt of a statutory declaration confirming a Subscriber's identity from a lawyer who is already in receipt of an LDRC PKI certificate. The Subscriber acknowledges and agrees that LSM and LDRC will assign a distinguishing name for the purposes of uniquely identifying a certificate (i.e. so that there is only one "John Smith"), and that they may change this distinguishing name at their discretion.

10. Software and System Protection

If LDRC supplies the Subscriber with any computer software, the Subscriber agrees not to transfer, reproduce, sell, tamper with, alter, destroy, modify, reverse engineer, decompile, or abuse the software in any way. The Subscriber also agrees not to use, provide or distribute the software for any purposes other than the Subscriber's interactions with LDRC and the performance of tasks described in this Subscription.

11. Backup Copy of Subscriber's Key

LDRC will not back up or retain a copy of the Subscriber's private (decryption and signature) key. LDRC agrees to take all reasonable measures (as defined in the CP) to protect that private key from unauthorized disclosure, alteration, modification, compromise or use. LDRC may not disclose a private key to anyone except:

- (a) with the Subscriber's prior written consent;
- (b) at the direction of LSM; or
- (c) where required by law, or pursuant to judicial authorization.

12. No Partnership

Neither LDRC nor LSM nor the Subscriber is agent or trustee of, or for, any of the others. LDRC, LSM and the Subscriber each expressly disclaim any intention to create a partnership with any of the others, or an employer/employee relationship, joint venture, joint enterprise or fiduciary relationship through this agreement. It is acknowledged and agreed that nothing in this agreement, and no act of LDRC, LSM, the Subscriber or any relying party, shall constitute or be deemed to constitute LDRC or LSM and the Subscriber (or any relying party) as partners, employer and employee, joint venturers, principal and agent, trustee and beneficiary, or as in a fiduciary relationship of any kind, in any way or for any purpose.

13. General

The Subscriber acknowledges and agrees to the following:

- (a) Despite any termination or expiration of the agreement, the disclaimers, limits on liability and provisions concerning indemnity, including indemnities described in the CP, shall survive;
- (b) Any provision of the agreement declared by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severed from the agreement, and all other provisions shall remain in full force and effect;
- (c) The agreement may not be assigned;

- (d) The agreement may be amended in writing from time to time. The Subscriber shall be notified of any amendments to the agreement and these amendments shall also be published on LDRC's web site (www.ldrc.net). The Subscriber is deemed to accept all amendments to the agreement unless the Subscriber notifies LDRC otherwise, and terminates the agreement, within thirty (30) days.

14. Term of Agreement

This agreement comes into force once the Subscriber Application has been signed and accepted by LDRC. The obligation to issue a certificate will arise upon completion of any review required by LSM and upon issuance of any required direction by LSM to LDRC. The agreement will remain in force until it is terminated by one of the parties. The parties may terminate the agreement at any time by sending notice to the other party. LDRC may terminate the agreement without notice if the Subscriber fails to comply with any obligations under the agreement, including the obligation to pay fees. If the agreement is terminated, LDRC shall revoke all certificates issued to the Subscriber without notice.

15. Dispute Resolution and Governing Law

If there is any dispute between LDRC and the Subscriber, the parties will attempt to resolve the dispute amicably. The agreement shall be governed by and construed in accordance with the laws of Manitoba and the laws of Canada, exclusive of conflicts-of-law principles. Any dispute which LDRC believes it is unable to resolve may be referred to LSM, which will then direct the parties to arbitration or another acceptable form of dispute resolution.

16. Notice

Unless specified otherwise, where the agreement calls for notice by either party, the notice to either the Subscriber or to LDRC may be given by hand, by mail, by courier, by facsimile, or by electronic mail. Any notice shall be considered to have been received on the third business day after mailing if sent by regular mail, on the date of delivery if sent by courier, or on the first business day after the date of transmission if sent by facsimile or electronic mail.

Unless otherwise specified, any notice from LDRC shall be given to the Subscriber at the address set out in the Subscriber Application or in a subsequent notice of change of address. Notice shall be given to LDRC in one of the following three ways:

- (a) By mail to the following address:
Legal Data Resources (Manitoba) Corporation
Attn: Administrator
102 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
- (b) By fax at (204) 949-0770
- (c) By email to passwords@ldrc.net



LDRC/ LSM PKI SUBSCRIBER APPLICATION (ENTRUST DIGITAL SIGNATURE)

TYPE OF CERTIFICATE		<input type="checkbox"/> NEW APPLICATION	
<input type="checkbox"/> MS WINDOWS		<input type="checkbox"/> UPDATE OR MODIFY	
<input type="checkbox"/> MAC			
LAW FIRM			
BUSINESS ADDRESS <i>(including for notices under paragraph 15 of the Subscriber Agreement)</i>			
CITY	PROVINCE	POSTAL CODE	
LAWYER'S NAME		BIRTH DATE	
HOME ADDRESS			
CITY	PROVINCE	POSTAL CODE	
EMAIL	WORK PHONE	HOME PHONE	
I acknowledge that I have read, understood and agree to comply with, the terms and conditions in the Subscriber Agreement, and I confirm that the information provided is true and complete. The designated certificate holder has agreed to be identified and authenticated according to the this agreement and the LDRC Certificate Policy and has been informed of his or her responsibilities.			
SIGNATURE		DATE	
<input type="checkbox"/> LAW SOCIETY PHOTO ID <input type="checkbox"/> MANITOBA DRIVER'S LICENSE <input type="checkbox"/> CANADIAN PASSPORT			
Select One. Please attach photo ID in high resolution. Law Society Photo ID is preferred.			

Information on this form is being collected by LDRC for the sole purposes of obtaining authorizations from LSM and issuing PKI Certificates for LSM approved electronic transactions between the applicant and government offices or other approved uses. The personal information contained on this form is subject to the provisions of the *Personal Information Protection and Electronic Documents Act* (Canada) and will not be used for any purpose other than that for which the information was originally collected and will not be disclosed without the consent of the person to whom the personal information relates.