CLAUSE AUTOMATED SIGNING TO AGREEMENT WITH CORPORATE CLIENTS

evrotrust

ISO 9001:2015 ISO 27001:2013
ISO 20000-1:2018 ISO 22301:2019
Regulation (EC) 910/2014
Regulation (EC) 2016/679

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This document is an integral part of the General Terms and Conditions of the contract, under which Evrotrust Technologies PLC, 251G Okolovrasten Pat Str., fl. 5, MM Business Center, 1766 Sofia, Bulgaria provides services to its corporate clients ("General Terms and Conditions") and holds the conditions for providing the possibility of automated signing of electronic documents to a Partner of Evrotrust. This "Automated Signing" Clause applies in the relationship between the Parties when this is expressly stated in the Special Terms signed between them.

Art. 1. The **Partner** assigns, and **Evrotrust** agrees to ensure technologically and organizationally the possibility of automated signing of electronic documents by the **Partner's** employees, by using the Application, in accordance with the conditions provided for in this Clause.

Art. 2. The parties agree to the following definition and characteristics under which the service under Art. 1 will be provided:

The automated signing of electronic documents is the signing of standardized documents by means of a technological mechanism for hashing a PIN code. The person who has the right to automatically sign manually turns on an option for automated (server) signing with a qualified certificate for a qualified electronic signature (QCQES) in the mobile Application of **Evrotrust**, and sets a deadline. All documents that meet the criteria set in advance by the **Partner** will be signed automatically when sent to the person, without receiving for review and signature authorization by entering a PIN in **Evrotrust's** mobile Application. If a document that does not meet the criteria is attached and sent to the designated person who has enabled automated signature, it will appear for review and signature confirmation in the **Evrotrust** Application.

- Art. 3. The Parties agree that the process of ensuring the provision of the service under Art.1. by using the Application includes the following obligations of the Parties:
- 1. Provision by the **Partner** of a list of persons to be enabled to turn on automated signing in their **Evrotrust** mobile Application;

- 2. Provision by the **Partner** of technical criteria for authorizing automated signing, including information about the channel through which the documents will be sent, names of files and groups of files and conditions for signing files and groups of files sent with a requirement for mandatory review;
- 3. **Evrotrust** undertakes to fulfil the technical requirements for the implementation of requests for automated signing, including the application of the criteria under item 2 and the addition of the technical possibility for the persons under item 1 of this article;
- 4. **Evrotrust** undertakes to provide the persons specified by the **Partner** the technical possibility for full control over the activation or deactivation of the option for automated signing, as well as for setting the end date for automatic deactivation of the option.
- **Art. 4.** Determining and changing the persons who have the right to sign automatically and the technical criteria for the documents is carried out by authorized representatives of the **Partner** by creating a ticket in the Redmine system, and if this is not possible by email to the address integrations_support@evrotrust.com. The authorized representatives of the **Partner** are indicated in the Special Conditions.
- **Art. 5.** (1) For each person for whom the possibility of automated signing is activated, a signed, complete and up-to-date Declaration of consent and assignment of the activation of a technical possibility for automated signing of their QCQES should be provided, according to the form provided as Appendix No. 1 to this Clause. The declarations are completed by **Evrotrust** based on information provided by the persons under Art. 4.
- (2) The **Partner** declares that the persons have expressed a desire to activate the automated signing option and are familiar with the nature of this option.
- (3) The **Partner** declares that the authorized persons have the right to sign the documents, which will be signed automatically, according to the accepted internal procedures.

Art. 6. Terms

1. **Evrotrust** activates the possibility of automated signing according to the set criteria within 3 working days of the application, if the following conditions are met:

- (1) Duly completed Declaration under Art. 5, para. 1 by the person for whom automated signing is requested, signed electronically with a qualified electronic signature;
- (2) Successful completion of the registration process in the **Evrotrust** mobile Application by the person for whom automated signing is requested.
- 2. **Evrotrust** terminates the possibility of automated signing by a person under Art. 5 after an application pursuant to Art. 4 within one day.
- **Art. 7.** For the purposes of cooperation in providing the Service under Art. 1 and according to Art. 2 the **Partner** also undertakes to:
- 1. Inform its representatives in an appropriate manner about the exchange of data with **Evrotrust**, for the purposes of this exchange, as well as to provide them with any other required information according to the current legislation on the protection of personal data.
- 2. Familiarize the persons who will sign automatically with the characteristics of automated signing and ensure the signing of the Declaration under Art. 5, para. 1 by each person.
- 3. Send the documents with the correct technical criteria through the specified interface to be signed automatically by a person under Art. 5.
- 4. Is responsible for the type and content of the documents sent for signature to the persons under Art. 5, and for compliance with the technical criteria for this.
- 5. Manage the security of the storage of the access keys to the channels for sending documents of the **Partner** and to the integrated systems, as well as the overall security requirements when preparing documents and setting the criteria when sending documents for automated signing to **Evrotrust.**
- **Art. 8.** The **Partner** pays a fee for activation or change to the Service for each user as specified in **Evrotrust's** Tariff.