

V. 1.0/ 28.06.2023

I. GENERAL PROVISIONS

These Terms and Conditions of the Evrotrust Referral and Reseller Program (Distribution Terms and Conditions) contain the main provisions of the Agreement between Evrotrust Technologies AD (Evrotrust) and Evrotrust Referral Agents and Resellers (together and each of the separately Distributor) (together "the Parties" and each one "a Party") for cooperation in facilitating the offering and distribution of trust, information, cryptographic, consulting and other services provided by Evrotrust to third parties. An integral part of the Agreement is the Registration Form which contains elements of the contract, such as identification of the respective Distributor, the type of cooperation to be performed between the Parties, and other relevant conditions of the legal relationship between the Parties.

Evrotrust Technologies AD is a Bulgarian commercial company, registered in the Commercial Register at the Registry Agency under UIC 203397356, with registered office and address of management: City of Sofia, Izgrev Region, Iztok Residential Complex, 2 Nikolay Haytov St, entr.D, fl.2, address of the head office: City of Sofia, 251G Okolovrasten pat, MM Business Center, fl. 5. Evrotrust carries out regulated activity as a qualified trust service provider and is entered in [the Register of Qualified Trust List of the European Commission](#), maintained by the Bulgarian Communications Regulation Commission, pursuant to Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and for repealing Directive 1999/93/EC (Regulation (EU) No. 910/2014). The activities of Evrotrust are subject to a mandatory biennial audit by conformity assessment bodies accredited by a Member State of the European Union. Evrotrust carries out its activities in accordance with [the Policies and Practices for the provision of services](#) (Policies and Practices), approved by the Communications Regulation Commission, including the General Terms and Conditions of the Agreement for the Provision of Trust, Information, Cryptographic and Consulting Services to End-Users (hereinafter referred to as the "Policies"), which upon acceptance of these Distribution Terms and Conditions the Distributor declares to be familiar with.

II. DEFINITIONS

Art.1. (1) The terms used in these Distribution Terms and Conditions shall have the following meaning.

1. **Agreement** represents the totality of the individual agreement (Registration Form) signed with Distributor, these Distribution Terms and Conditions and any other applicable documents referred to therein.
2. **Date of Enforcement** is the date of placing the last of the signatures necessary for the valid conclusion of the Agreement by all Parties. The date of a signature is the certified date of the electronic signature, or, respectively, the specified date in case of a handwritten signature. In the absence of a date for some of the signatures, the latest available date is relevant.
3. **An information system (System)** is any single device or collection of interconnected or similar devices which in the execution of a software provides, or one of the elements of which provides, automatic data processing.
4. **Client** is a legal or natural person with whom Evrotrust or Distributor enters into a commercial agreement for provision of Trust Services by Evrotrust to Users defined by Client against remuneration paid by the Client.
5. **Referral Agent** is Distributor when acting in a Referral Agent role as described in these Distributor Terms and Conditions.
6. **Reseller** is Distributor when acting in a Reseller role as described in these Distributor Terms and Conditions.
7. **User** is a natural person with whom Evrotrust enters into an agreement for provision of Trust Services. The User may be an employee, customer, agent or otherwise for a Client, as well as a third party.
8. **Malicious Actions** are actions or inactions violating the Internet ethics or causing harm to persons connected to the Internet or associated networks, sending unsolicited messages (unsolicited commercial messages, spam, junk mail), overflowing the channels (flood), gaining access to resources by using someone else's rights and passwords, using flaws in information systems for one's own benefit or obtaining information (hack), altering identities, committing actions that can be qualified as industrial espionage or sabotage, damaging or destroying information systems or information arrays (crack), sending "Trojan horses" or causing the installation of viruses or remote control systems, interfering with the normal operation of other

Internet users and associated networks, providing or obtaining unauthorized access to services, devices, information systems or functionalities or to data for access to such, performing any actions that can be qualified as crimes or administrative offences under Bulgarian legislation or under other applicable law.

9. **Electronic Signature, Electronic Document, Electronic Identification, Trust Services, Electronic Seal, Qualified Certificate for Qualified Electronic Signature, Advanced Electronic Signature, Qualified Electronic Registered Mail Service, cumulatively referred to as "Trust Services", and all other terms** used in these Distribution Terms and Conditions or in the Registration Form shall have the meanings set forth in the respective applicable regulations such as, but not limited to, Regulation (EU) No. 910/2014, The Electronic Document and Electronic Certification Services Act (EDCSA), the Electronic Identification Act (EIA) and the Electronic Government Act (EGA), unless otherwise expressly provided in the Distribution Terms and Conditions or the Registration Form.

10. **Intellectual Property Rights** means all intellectual and industrial property rights under the laws of any country, including copyright and related rights, database rights, patent rights, trademark rights, design rights, integrated circuit topology rights, including rights in *know-how*, trade secrets, trade names and other rights.

11. **Trust Unit (TU)** means a unit of a predetermined value which is set by Evrotrust and on the basis of which the respective service included in the package selected by the **Distributor** is charged.

12. **Connector** – a system integration between Evrotrust systems and an external software system that allows Relying Parties, including Clients, and/or their users to use Evrotrust services together with the services of the external software system.

13. **Prospect** is a potential Client of Evrotrust.

14. **Qualified Lead** is a Prospect that has been informed about Evrotrust's services, has identified a specific use case and potential usage volume for any of them, and has declared interest to enter negotiations with Evrotrust for the conclusion of a commercial agreement for this purpose.

15. **Affiliate** is, as to any Party, any other party that, directly or indirectly, controls, or is controlled by, or is under common control with, such Party. For this purpose "control" and its derivatives shall mean the power to influence, directly or indirectly, the management or policies of a party, whether

through ownership of securities, or partnership, or other ownership interests, by contract or otherwise.

(2) In interpreting and applying these Distribution Terms and Conditions and the Registration Forms, the meanings set out in Evrotrust's Policies and Practices shall also apply.

III. SUBJECT MATTER OF THE AGREEMENT

Agreement for Cooperation

Art. 2 (1) The Parties agree to cooperate in the process of offering and selling of the services provided by Evrotrust. By signing a Registration Form Evrotrust appoints the Distributor, and the latter agrees to act, as a non-exclusive Referral Agent and/or Reseller partner of Evrotrust. The Registration Form contains information about the intended role of Distributor, any specific integration or platform that they may use, contact data and other relevant data for the conclusion of this Agreement.

(2) The respective articles of these Distribution Terms and Conditions shall apply to the different types of cooperation (Referral Agent or Reseller) provided by Distributor as regards specific Prospects and Clients.

(3) As consideration for the cooperation provided by Distributor Evrotrust shall (1) pay the relevant part of the revenues accrued by Evrotrust from contracts with Clients brought to Evrotrust by Distributor, when the latter acts as a Referral Agent, and (2) shall provide Distributor with a relevant Reseller discount, when Distributor acts as a Reseller.

(4) Amounts of the considerations provided by Evrotrust and criteria for their application are provided in the respective sections of the Distribution Tariff, which is an integral part of these Distribution Terms and Conditions. The Distribution Tariff may be amended from time to time by Evrotrust by one-month written notice to Distributor sent by e-mail or published on Evrotrust's official website. Distributor has the right to terminate the Agreement with a two-week written notice if the changes concern their activities and are not acceptable to them.

Acting as a Referral Agent

Art. 3 (1) Distributor may act as a Referral Agent by referring Qualified Leads to Evrotrust, as well as by providing additional assistance during negotiations. When the Distributor acts as a Referral

Agent, the contract for provision of Evrotrust services shall be signed directly between Evrotrust and the Client.

(2) For each Qualified Lead Distributor will provide relevant information to Evrotrust using the blank form(s) and/or system(s) provided by Evrotrust for this purpose and following Evrotrust's instructions, based on which Evrotrust shall take steps to communicate and negotiate with the Prospect for the purpose of concluding a contract. The blank form shall contain information at least about company name, contact person name, e-mail and/or phone number, planned usage of Trust Services and expected volumes to be used.

(3) Referring a Qualified Lead is subject to remuneration under the following conditions, which need to be present cumulatively:

1. Distributor has submitted to Evrotrust complete and accurate information about the Prospect as provided herein;
2. Evrotrust's team are not already working on establishing relations and/or concluding of a contract with the same Prospect;
3. The referred Prospect covers all requirements for a Qualified Lead defined in these Distribution Terms and Conditions;
4. A contract for provision of services to the referred Qualified Lead is concluded within six (6) months of the submission;
5. Evrotrust incurs revenue on the basis of the concluded contract.

(4) Evrotrust shall have discretion to admit or to reject each Prospect submission as eligible for remuneration based on the above conditions, and shall inform Distributor within reasonable time frames about this decision and about the facts and circumstances pertaining to the lack or presence of conditions under Para. 3.

(5) For each Qualified Lead Distributor may additionally provide services of engagement with the whole sales process, including, as may be necessary for the respective customer, industry or market needs, participation in Evrotrust services demonstrations, presentations, preparing materials in local languages, organizing and participation in meetings with the Prospect, attending events, etc. The intention to provide the full range of such services and drive the negotiations with the Qualified Lead to the final stage and contract signing must be notified in advance on a case-by-case basis and, subject to Evrotrust's confirmation, shall incur the right to an additional remuneration under conditions defined in the Distribution Tariff.

(6) The regular provision of Referral Agent services generating a minimal amount of revenue for Evrotrust set in the Distribution Tariff sustains an Active Distributor status for the Distributor. The Active Distributor status may incur a right to additional remuneration as defined in the Distribution Tariff.

Acting as a Reseller

Art. 4. (1) Distributor may act as a Reseller by purchasing TU packages from Evrotrust under applicable reseller discounts and reselling purchased Trust Units to its Clients. Reseller discounts and rules for their application are provided for in the Distribution Tariff.

(2) Distributor will purchase TU packages by signing respective documentation as provided in the Evrotrust General Terms and Conditions of the Agreement with Corporate Clients, as may be amended from time to time, the version currently in force available on Evrotrust's website [here](#), which shall apply to all matters concerning the purchase and use of TUs and Trust Services by Distributor, unless otherwise is provided by these Distributor Terms and Conditions.

(3) Distributor may not use TUs purchased under reseller discounts for use of Evrotrust's services by Distributor and/or Distributor's Affiliates. Using TUs in breach of the previous sentence leads to automatic loss of the right to use any reseller discounts for any amount of purchased TUs.

(4) When Distributor acts as a Reseller the contract for provision of Evrotrust services (TUs) to the Client shall be concluded by the Distributor. Distributor shall be free to determine the number of TUs sold to each of its Clients, its selling price for the TUs, and other commercial conditions offered to Clients, including the provision and/or licensing of additional services or products provided by Reseller, provided, however, that if conditions set by Distributor and pertaining to the provision of Trust Services contradict the conditions of the Evrotrust General Terms and Conditions of the Agreement with Corporate Clients, the latter shall prevail.

(5) By signing the Registration Form of Reseller Evrotrust expressly agrees and provides a world-wide non-exclusive non-transferable right to Reseller to offer Evrotrust's services as allowed by these Distribution Terms and Conditions and resell the purchased TUs to third party Clients for the term of this Agreement. Clients of Reseller shall have no right to further resell any TU or other Evrotrust service.

Art. 5. (1) For each new Client, Reseller must fill in and send to Evrotrust information about the Client, based on which Evrotrust shall provide a vendor number and an API key for that Client. Information must be sent to Evrotrust using the blank form(s) and/or system(s) provided by Evrotrust for this purpose and following Evrotrust's instructions.

(2) Evrotrust activates the services for the respective API key within the term agreed with Reseller, or when nothing is agreed – within a reasonable term from having received all necessary information and a written confirmation for activation.

(3) Evrotrust provides Reseller with monthly reports on the number of TUs used under each vendor number of Clients with active services.

Different Distributor Roles

Art. 6. (1) Distributor may act both as a Referral Agent and a Reseller but may act in one role only for each specific Prospect or Client.

(2) When Distributor acts both as a Referral Agent and a Reseller, the criteria for different Referral Agent remunerations and Reseller discount tiers provided in the Distribution Tariff apply separately for each role depending on the respective Clients and purchases realized under each role.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 7. Rights and obligations of Distributor

(1) Distributor shall have the following obligations when acting as a Referral Agent:

1. All training, marketing and business materials and presentations used by Distributor shall be provided or expressly approved by Evrotrust.
2. Distributor is bound by the terms for provision of Trust Services as provided by Evrotrust in the marketing materials or in a specific offer for a Prospect/Qualified Lead.
3. Distributor guarantees that Evrotrust services will be marketed, promoted and supported by personnel who is qualified and possesses the necessary level of knowledge and experience, has successfully completed all initial and relevant periodic trainings, courses, other materials and examinations provided by Evrotrust for this purpose, and has received respective certification from Evrotrust.

4. Distributor shall ensure that the marketing and promotion of Evrotrust services and any other services subject to the present Agreement are provided at their own expense and by their own personnel.

5. Distributor shall inform Prospects of the fact that the Trust Services and other relevant services, if any, will be provided by Evrotrust under the conditions of the Evrotrust General Terms and Conditions of the Agreement with Corporate Clients;

6. Distributor shall inform Prospects that the service provision contract will be negotiated and entered into by Evrotrust.

(2) Distributor shall have the following obligations when acting as a Reseller:

1. The obligations under Para. 1, items 1 – 5;
2. Completion of the sale and signing the contract with the Client, ensuring that Client accepts in writing that all Evrotrust services shall be provided under the conditions of the Evrotrust General Terms and Conditions of the Agreement with Corporate Clients, applied accordingly;
3. Payment of the purchased TU packages and any other due fees that may arise in connection to the provision of the services, according to the rules of the Evrotrust General Terms and Conditions of the Agreement with Corporate Clients and other relevant documents in force between the Parties;
4. Assistance and support to Clients in integration and customization of Evrotrust services in the Integrated Digital Signature Solution once the contract is signed;
5. Support and escalation of matters to Evrotrust in the event of requests by Clients;
6. When notified by Evrotrust, to notify Clients for temporary suspension and technical issues related to the delivery of Trust Services;
7. When reselling Evrotrust's services via a Connector, to notify Evrotrust in advance of any planned changes in the Connector Systems that may affect the performance of this Agreement or the provision of Trust Services to Clients; to notify Evrotrust in the event of any technical problems that occurred in the Connector or of any other reasons that may hinder or impede the normal provision of Evrotrust services through the Connector or otherwise affect the performance of this Agreement, as well as of the terms for fixing the Systems, in so far as such fixing is within the control of the Company;
8. to provide the necessary assistance, information and documents to Evrotrust for the purpose of performing its legal obligations and/or protecting its rights and legitimate interests in the event

of a dispute having occurred with a Client or User related to the conclusion of a contract with and/or the use and/or request of any services through a Connector or otherwise.

(3) Distributor shall have the following rights:

1. To receive remuneration and/or reseller discounts under the conditions of these Distribution Terms and Conditions and the Distribution Tariff;
2. To receive relevant materials, training courses, certification, confirmations and other information from Evrotrust;
3. When acting as a Reseller, to require and receive assistance and cooperation as regards the integration and activation of its Clients for use of the Evrotrust services;
4. Other rights provided for in the legislation and legally binding documents applicable between the Parties.

Art. 8. Rights and obligations of Evrotrust

(1) Evrotrust shall have the following obligations:

1. Providing or reviewing and approving of all necessary sales materials, presentations and commercial offers needed by Distributor for the promotion and selling of Evrotrust services;
2. To pay remunerations due for Referral services within thirty (30) days after the simultaneous presence of (1) received relevant payment from Clients, and (2) received valid invoice for the respective amount.
3. Determining the commercial offer and terms for delivery of Evrotrust services for Prospects and Qualified Lead when Distributor acts a Referral Agent;
4. Carrying out negotiations in good faith with Qualified Leads submitted by Distributor acting as a Referral Agent;
5. Providing the vendor number and API keys for each new Client of Reseller for activation of Evrotrust services;
6. Delivering the respective services to Clients of Reseller under the conditions of Evrotrust's General Terms and Conditions of the Agreement with Corporate Clients, applied accordingly;
7. Informing Distributor about facts and circumstances concerning the Active Distributor status and the rights of Distributor to receive remunerations and discounts under the Distribution Tariff;
8. Troubleshooting and handling the matters escalated by the Distributor.

(2) Evrotrust shall have the following rights:

1. To receive relevant updates and information from Distributor about Prospects, Qualified Leads and Clients;
2. To lead independent good faith negotiations with referred Qualified Leads and conclude or not conclude contracts for provision of services to them;
3. To receive remunerations for purchased TUs according to the agreement for their purchasing;
4. Other rights provided for in applicable legislation and legally binding documents between the Parties.

V. RESPONSIBILITY

Responsibility for damages

Art. 9. Each Party shall indemnify the other Party for all damages suffered and lost profits, including without limitation paid sanctions, paid attorneys' fees and other costs, incurred as a result of claims brought by and/or compensation paid to third parties, in connection with a breach by either Party of its obligations stipulated in the Agreement, as well as for damages caused by a failure of the Parties to perform their obligations according to the current legislation. Each party shall notify the other immediately in the event of claims by third parties.

Responsibility when using integration channels (Connectors)

Art. 10. Evrotrust shall not be responsible for any claims of Clients or their Users related to the use of Evrotrust services through integration channels for connection with Evrotrust systems built by Distributor or by third parties or systems external to Evrotrust (Connectors):

1. where the claims are related to agreements concluded between the Distributor or a third party and the User or are related to a dispute between a User or a Client, unless the claims are related to the Trust Services provided by Evrotrust;
2. where the claims do not relate to eID and Trust Services provided by Evrotrust;
3. in case of temporary disconnection from Evrotrust via the integration channel;
4. in the event that the claims are related to wrongful or illegal actions or breach of contractual provision by the Distributor, a Client, its Users or a third party that has control over the Connector or the integrated solution.

Incorporation of Rules

Art. 11. The Parties incorporate herein by reference and expressly agree to comply with the rules of Evrotrust's General Terms and Conditions of the Agreement with Corporate Clients pertaining to force majeure and confidential information, namely Article 17 "Force Majeure" and Article 34 "Confidential Information".

VI. TERM OF THE AGREEMENT. TERMINATION AND CANCELLATION

Term

Art. 12. The Agreement shall take effect on the Date of Enforcement and shall be valid for an indefinite term.

Termination of the Agreement

Art. 13. The Agreement may be terminated:

1. by mutual written agreement;
2. by a three months' written notice by either Party sent to the other;
3. in other cases provided for by law or the Agreement.

Cancellation of the Agreement

Art. 14. (1) Either Party may cancel the Agreement by giving one month's written notice if the other Party commits a material breach of its obligation hereunder and fails to remedy it within the notice period, in which case the Agreement shall be deemed terminated upon expiry of the notice period.

(2) A material breach of the Agreement occurs when:

1. an action or omission of the Distributor that constitutes a Malicious Action;
2. an action or omission of the Distributor that damages or destroys in whole or in part the system of Evrotrust or damages or destroys the built integrations or connections of the systems of the Parties or Clients;
3. there is evidence of improper use of data and information by any of the Parties to which the relevant Party has access in connection with the Agreement;
4. any action or omission by either Party that affects or makes impossible the provision of the services by Evrotrust to Clients and/or Users.

VII. INTELLECTUAL PROPERTY RIGHTS

Trademark

Art. 15. (1) Subject to these Distribution Terms and Conditions, Evrotrust grants to the Distributor non-exclusive, non-transferable rights to use Evrotrust's trademark in connection with the promotion and distribution of Evrotrust's services. The Distributor may not remove or infringe any patent, copyright or trademark or other intellectual property mentioned in the Agreement or the technical documentation accompanying any integration. The Distributor shall obtain Evrotrust's approval, which Evrotrust may not unreasonably withhold, for all of its advertisements, public statements, press releases, etc., that use Evrotrust's trademark or the services covered by the Agreement. The Distributor shall not have the right to sublicense the use of Evrotrust trademarks to Clients unless with the prior explicit consent of Evrotrust. In terms of reciprocity, Evrotrust shall have the same rights.

(2) The brand that Evrotrust provides to the Distributor is as follows:



Lack of exclusivity

Art. 16. The Agreement does not grant the Distributor any exclusive rights with respect to field of activity or geographical territory. Evrotrust may, at its sole discretion, without obligation or responsibility for notice, add or terminate services with other Distributors, Clients, suppliers, licensing agents, etc.

Copyright and other rights

Art. 17. (1) All copyrights and related rights as well as sui generis (special) rights on databases that are generated and/or stored with Evrotrust (the structure and content of the databases, including registered users and the information contained in the databases) and any other rights that may subsequently be recognized in any product or service provided by Evrotrust, any element of Evrotrust's Systems, other connections and integrations or in any of their elements, are fully owned (worldwide) by Evrotrust.

(2) Distributor is obliged to perform its activities under this Agreement in a way leaving no doubt in any Prospect or Client that the Intellectual Property Rights under Para. 1 belong to Evrotrust.

VIII. PERSONAL DATA

Art. 18. The Parties incorporate herein by reference and expressly agree to comply with the rules of Evrotrust's Data Protection Clause, as may be amended from time to time, the version currently in force available on Evrotrust's website [here](#).

IX. OTHER TERMS AND CONDITIONS

Art. 19. These Distribution Terms and Conditions can be changed at any time unilaterally by Evrotrust. When making changes to this document, Evrotrust informs the Partners by publishing the amended version on its website.

Art. 20. Every Party preserves its economic independence. Any duties, taxes, public liabilities and other arising for the Parties shall be borne by the party for which it has arose.

Art. 21. The Parties shall specify addresses for correspondence in connection with the performance of the Agreement in the Registration Form.

Art. 22. In the event that any of the provisions of these Distributor Terms and Conditions or the Registration Form are found to be invalid, this shall not invalidate the Agreement, other provisions or parts thereof. The invalid clause shall be replaced by the mandatory rules of law.

Art. 23. (1) With regard to all issues not settled by these Distribution Terms and Conditions and all related documents applicable between the Parties, the provisions of Evrotrust's General Terms and Conditions of the Agreement with Corporate Clients shall apply accordingly.

(2) With regard to all documents under Para. 1 and issues not settled by them, the legislation applicable in the Republic of Bulgaria shall apply, except for its conflict of law provisions.

Art. 24. (1) All disputes arising out of or relating to this Agreement, including disputes arising out of or relating to the interpretation, invalidity, non-performance, or termination of the contractual relationship, shall be resolved amicably between the Parties.

(2) If no agreement is reached between the parties, the dispute shall be referred to the competent Bulgarian court.

(3) Where the subject matter of the dispute between the parties is property rights, it shall be referred to the competent court in the city of Sofia.

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 QCOES 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.