

V. 3.0/ 21.03.2024

## **I. GENERAL PROVISIONS**

These General Terms and Conditions ("General Terms") contain the main provisions of the Agreement between Evrotrust Technologies AD and/or, where applicable, its relevant Affiliate company(ies) providing services under these General Terms in a specific territory (each of them or together hereinafter referred to as "Evrotrust") and corporate clients ("Partners") (together "the Parties" and each one "a Party") for cooperation and integration regulating the provision of trust, information, cryptographic, consulting and other services by Evrotrust for the internal needs of the Partners, as well as for servicing their relationships with third parties - users, suppliers, and others. An integral part of the Agreement are the Special Terms and Conditions, which contain the specific elements of the contract, such as identification of the parties, the provision of services by a specific Affiliate company of Evrotrust, if any, prices, services used and special conditions for their provision and other specific clauses governing the legal relations between the parties. An integral part of the General Terms and accordingly of the Agreement are also the additional Clause "Personal Data Protection" and others expressly specified in the Special Terms and Conditions (e.g. Clauses "Registration Authority", "Automated Signing").

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, 251G Okolovrasten pat Str., 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 General Terms the Partner declares to be familiar with.

## II. DEFINITIONS

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

1. **Agreement** represents the totality of the individual agreement (Special Terms and Conditions) signed with the Partner, these General Terms and Conditions, Clause "Personal Data Protection" and any applicable additional Clauses referred to in the Special Terms and Conditions.

2. **Affiliate** means any company that controls, is controlled by, or is under common control with another company, where "control" is understood as the ability to exercise decisive influence on an undertaking, in particular by ownership or the right to use all or part of the assets of an undertaking, or by rights or contracts which confer decisive influence on the composition, voting or decisions of the organs of an undertaking.

3. **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.

4. **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.

5. **Devices** are hardware products, or parts thereof, designed to connect to the interfaces of public electronic communications networks. The devices through which the services may normally be used are mobile phones or other smart devices that meet the technical requirements for the normal installation and operation of the Application.

6. An **Application** is a mobile interface developed by **Evrotrust** that can be installed on a User's Device and which allows the use of the services provided by **Evrotrust** to the User.

7. A **User** is a natural person with whom Evrotrust enters into an agreement for the provision of Trust Services. The User may be an employee, customer, agent or otherwise for the

**Partner**, 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, and all other terms** used in these General Terms and Conditions or in the Special Terms and Conditions of the Agreement 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 General Terms and Conditions or the Special Terms and Conditions.

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 is charged.

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

13. **Functional and Available Services** are available when it is possible to log into the Application and perform the desired service, as well as the ability to access it through the interface selected by the **Partner**.

14. Incident **Response Time** is the interval of time between the **Evrotrust** Support Team being notified that an incident has occurred, the start of incident resolution and the return of a message/confirmation that work on the incident has begun.

15. Incident **Resolution Time** is the time from notification of the **Evrotrust** Support Team until the incident is resolved so that the service is operational.

(2) In interpreting and applying the General and Special Terms and Conditions of the Agreement, the meanings set out in Evrotrust's Policies and Practices shall apply.

### III. SUBJECT MATTER OF THE AGREEMENT

#### Services

**Art.2** (1) Pursuant to the Agreement, **Evrotrust** shall provide one or more services described in **Evrotrust's** Tariff for a fee.

(2) The **Partner** shall decide at its own discretion when and which of the trust services under the Agreement will use. The use of other services shall be specified in the Special Terms and Conditions or further agreed between the parties in writing, including by email.

(3) The **Partner** shall consume the Trust Services under the Agreement through any of the Integration Channels described in these General Terms and Conditions, specifically pointed by the Partner in the Special Terms and Conditions. After the Agreement comes into force, the inclusion of additional channels shall be based on a written request (order) by the **Partner**, following a standard blank form provided by Evrotrust. If a fee is payable for use of an integration channel, **Evrotrust** shall send a price offer.

#### Use of services by the Partner and its Users

**Art.3** (1) When upon Partner's request electronic identification and trust services are provided to the **Partner's** users - its employees, suppliers and others for the needs of their relations with the **Partner**, Evrotrust shall enter into separate agreements with these persons, but the services shall be invoiced and paid by the **Partner** in accordance with the provisions of the General and Special Terms and Conditions.

(2) The **Partner** is a relying party with respect to the Trust Services provided by Evrotrust to its Users.

(3) Services under this contract may be provided directly to the **Partner** (e.g. use of a portal, integration with an external software system, remote signing with a qualified electronic seal, technical consultations, etc.). In this case, the same shall be invoiced and paid by the **Partner** in accordance with the provisions of the General and Special Conditions.

#### IV. FINANCIAL TERMS AND CONDITIONS

##### Prices

**Art.4** (1) The prices of trust services are formed based on their value in TU and the unit price per TU specified in the applicable **Evrotrust** Tariff.

(2) The use of trust services under the Agreement is reported to the **Partner** and charged upon the occurrence of a billing event for the use of the service.

(3) Other services provided by **Evrotrust** in accordance with the Tariff are requested with the Special Conditions or through subsequent requests within the scope of the Agreement and are paid as one-off fees or hourly, depending on the service.

(4) The Tariff is subject to periodic updating for which **Evrotrust** notifies the **Partner** within one month before the changes enter into force. During this period the **Partner** has the right to terminate the Agreement with a two-week written notice if the changes concern their activity and are not acceptable to them.

(5) Changes in the Tariff do not affect agreed packages, within their validity.

(6) All prices specified in the Tariff and/or in the Special Terms and Conditions exclude VAT, withholding tax, import and export taxes, customs duties, excise duties and any similar or other taxes that may be imposed in connection with the provision of the Services, subject of the Agreement, except for Evrotrust's profit tax due in the country of its registration.

(7) A billing event occurs when a service request is received in **Evrotrust's** systems from the **Partner**, regardless of the service outcome and end user actions (identified, document signed, document delivered, identification or document signature denied, document withdrawn, deadline for signature or identification expired, etc.)

## TU packages

**Art.5** (1) For the use of trust services, a package of Trust Units (TU) can be purchased.

(2) When using trust services within a purchased TU package, a discount applicable to the specific purchased package may be applied to the current unit price of the TU specified in the Tariff. The discount is specified in the Special Terms and Conditions, respectively in a subsequent request for a package.

(3) Within the purchased package, the **Partner** can use any trust services at their discretion, including new ones that **Evrotrust** may add during the validity of the package.

(4) **Evrotrust** provides monthly reports on the number of used services and TUs for the previous month and the remaining number of TUs from the package.

## Payment of Trust Services

**Art.6** (1) Invoicing of a package of TU shall be carried out in advance.

(2) Invoicing of Trust Services used outside of a package shall be carried out monthly after the month of provision of the services.

(3) The value of the consumption is calculated by multiplying the number of TUs used by the TU unit price specified in the applicable Tariff, less the discount applicable to the purchased package, if any.

(4) As an exception, the Parties may expressly provide for deferred payment of a package in the Special Terms and Conditions.

## Rules for deferred package payment

**Art.7** (1) In case of deferred payment:

1. Where the **Partner's** consumption is less than the minimum monthly amount due noted in the Special Terms and Conditions, Evrotrust shall invoice the minimum amount due.

2. When the **Partner's** consumption is higher than the minimum monthly amount due, the actual consumption shall be billed.

3. When the usage of a requested package starts in an incomplete calendar month, for that month **Evrotrust** invoices the actual consumption.

(2) When the **Partner** reaches payments of the total value of the requested package before the expiry of its validity, and the actual services used according to their applicable unit value in

TU are below the total value of the package, the monthly payments are stopped, and the **Partner** may use the prepaid services within the remaining validity term of the purchased package.

(3) In the last calendar month in which the validity of the package expires, **Evrotrust** shall equalise the amounts due until payment of the greater of the two values - the full value of the requested package or the value of the services actually used for the entire period according to their unit value in TU valid for the package.

### Validity and renewal of a package

**Art.8** (1) A purchased package is activated:

1. in case of an initially purchased package - from the date of sending a notification from **Evrotrust** to the Partner that they have been granted access to production environment for at least one of the channels for using services specified in the Special Terms and Conditions;

2. in case of a subsequent package purchased during the validity of a previous package, including in case of agreed automatic renewal - immediately after the end of validity of the previous package;

3. in case of a subsequent package purchased after the expiration of the previous package - from the date of the request for a new package.

(2) The term of a purchased package is specified in the Special Conditions, respectively the request. The package is valid until its term expires or until the TUs included in the package are exhausted, whichever occurs first.

(3) The **Partner** has the right to request in writing the purchase of a new package with the TU volume chosen by them, by means of a sample request sent by the contact person specified in the Special Terms and Conditions or by another person for whom from the circumstances it can be judged that is determined by the **Partner** to correspond with **Evrotrust** in connection with the execution of the Agreement. The request is binding upon signature by the Parties.

(4) In the Special Terms and Conditions, a certain period of time can be agreed upon, within which the automatic renewal of a package will be carried out. Within such a period, after the end of validity of each activated package, **Evrotrust** issues an invoice for a new package with the agreed volume of TU under the applicable financial conditions described in the Special Terms and Conditions, unless the Partner has requested a switch to a package with a larger volume or termination of the Agreement according to the terms of art. 20, item 2 of these General Terms.

(5) In the event that at the end of the validity of a package, the **Partner** has not purchased a new package and automatic renewal is not applicable, the **Partner** may continue to use the services by paying at the TU unit price with the discount applicable to the last purchased package until the end of the month following the month during which the package validity has expired, and after that – according to the current TU unit price specified in the current applicable Tariff. **Evrotrust** provides monthly statements and invoices for accrued consumption.

(6) At the end of the package validity the right to use TU included in the package expires, except in the presence of (1) unused TU for which the Partner has paid, and (2) a new package purchased until that moment, of volume no less than the amount of TU actually used within the last 12 calendar months of the term of the expired package. In these cases a portion of the prepaid unused TU corresponding to the ratio between the purchased TU volumes in the new package and in the expiring package, specified in the relevant Special Conditions/Requests, but not more than the entire unused volume, will be transferred to the newly purchased package. Transferred TU volumes are rounded down to a whole unit.

(7) Terms agreed in months expire on the last calendar day of the last month of the term. Terms agreed in years expire on the last calendar day of the month in which the last year of the term expires.

### Payment of other services

**Art.9** One-off and other fees provided in the Special Terms and Conditions shall be payable on the basis of an invoice issued by **Evrotrust**.

### Payment terms

**Art. 10** (1) The **Partner** shall pay all the properly due fees under invoices issued by Evrotrust within 15 days from the date of receipt of the invoice by the Partner.

(2) If any invoice is overdue, access to the services may be suspended until all amounts due have been paid.

(3) In case of deferred payment, in case of termination of the Agreement before the end of the validity of the package by the **Partner** according to the terms of Art. 20, item 2, or cancellation by **Evrotrust** under the conditions of art. 21, the **Partner** pays the remaining monthly instalments until the requested package is exhausted. The amount is paid at once by the 15th of the month



following the month in which the termination or cancellation occurred.

(4) In case of deferred payment, in the event of cancellation of the Agreement according to the terms of Art. 21 by the Partner, or termination under Art. 20, item 2 by **Evrotrust**, the **Partner** shall pay additionally for the actually used trust services for the period from activation of the package to the date of cancellation, respectively termination, if they exceed the amounts paid so far. The amount is paid by the 15th of the month following the month in which the cancellation or termination occurred.

## V. RIGHTS AND OBLIGATIONS OF THE PARTIES

### Rights and obligations of Evrotrust

**Art. 11** (1) **Evrotrust** shall be obliged to:

1. fulfil the provisions stipulated in the Agreement and provide its services to the **Partner** and its users in good faith and in accordance with the applicable legislation;
2. notify the **Partner** in advance of planned events and changes to its Systems that may affect the performance of the Agreement;
3. notify the **Partner** in a timely manner of any technical problems in its systems or other reasons that may hinder or prevent the normal provision of **Evrotrust's** services to the **Partner** and/or its users or otherwise affect the performance of the Agreement, as well as the deadlines for their removal;
4. provide assistance, information and documents to the **Partner** as far as they are necessary for fulfilling its legal obligations and/or protecting its rights and legitimate interests in the event of a dispute with a user related to the conclusion of an agreement with the **Partner** or the use of the **Partner's** services through the Application.

(2) **Evrotrust** shall be entitled to:

1. receive from the **Partner** the necessary information and assistance for the performance of its obligations under this Agreement;
2. remuneration for the services provided by it to the **Partner** or its users in accordance with the agreed terms of the Agreement;

3. to carry out preventive measures to improve the functioning of the Application and/or relevant integrations, connections, launch of new improved versions for consumption of the services, etc., according to the conditions for the provision of service levels and upon notice.

### **Rights and obligations of the Partner**

**Art. 12(1)** The **Partner** shall be obliged to:

1. fulfil the obligations stipulated in the Agreement and carry out its activities in good faith and in accordance with the obligations under the Agreement and any relevant legislation;
2. provide the necessary assistance, information and documents to **Evrotrust** for the purpose of fulfilling its legal obligations or protecting its rights and legal interests.

(2) The **Partner** shall be entitled to:

1. receive from **Evrotrust** the necessary information and assistance for the performance of its obligations under this Agreement;
2. be notified in a timely manner of any technical problems in **Evrotrust**'s systems or of any causes that may hinder or prevent the normal conclusion of agreements between users and the **Partner** or the signing of other documents through the Application, as well as of the deadlines for their removal, in cases where such removal is under **Evrotrust**'s control;

### **Obligations regarding WebID integration**

**Art. 12a.** When implementing the use of the service WebID for its Users, Partner declares and obliges to:

1. ensure that its web-based or mobile application where the WebID service will be incorporated (hereinafter "Electronic Channel") continually and fully adheres to the security and other requirements provided by Evrotrust in writing for this purpose. In case of lack of specifically communicated requirements, the Electronic Channel must at least:
  - a) require Users to create a secure password authentication method;
  - b) require Users to provide a mobile phone number and confirm possession by entering a one-time password sent via SMS;
  - c) visualize on the screen the text of the General Terms, Privacy Policy, Declaration and/or other necessary documents provided by Evrotrust, and provide the User with an option to consent therewith; When a QCES is issued on the basis of the

WebID identification and used for signing, visualize the necessary documents provided by Evrotrust again within the relevant step in the process.

- d) enable the User to access the documents under item (c) at any time. In the event that this is not possible, the Partner undertakes to send the documents under item (c) by email to the User after successful completion of the remote identification;
- e) integrate the WebID service in a way allowing it to correctly perform all of its functionalities and allowing the User to go through the remote identification process provided by the service;
- f) only allow activation of the WebID service after successful creation of the authentication method under item (a) for new users of the Electronic Channel, or after successful log-in with the authentication method under item (a) for existing users, and after receipt of the consent under item (c) above;
- g) require the User to enter on the screen a one-time code received in SMS to the mobile number from item (b) in order to sign documents between Partner and User with a short-term QCES issued on the basis of the WebID identification;
- h) enable the User to access the documents under item (g) at any time. In the event that this is not possible, the Partner undertakes to send the documents under item (g) by email to the User after successful signing with the QCES;
- i) maintain detailed written logs of the performance of the above steps by individual Users.

2. provide to Evrotrust upon request all or a requested part of the logs under item 1 above;

3. if necessary, assist Evrotrust in relation to the update of the texts of the documents under item 1 (c) above, within a reasonable term defined by Evrotrust;

4. upon relying on identification data obtained as a result of a WebID service provided to a User, to verify the information about the source and the performed verification of the received data, when such information is available, and based on it to carry out independent assessment of the level of risk of remote identification, in accordance with the applicable requirements for its activity.

## VI. RESPONSIBILITY

### Responsibility for damages

**Art.13** Each Party shall indemnify the other Party for all damages suffered and lost profits, including for paid property 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 Trust Services**

**Art.14** Evrotrust shall not be liable for damages for the use of trust services beyond the transaction value limit entered in the public key certificates. Where the relevant trust service does not include issuance of a public key certificate, the transaction value limit for that service shall be provided in the relevant Policy.

#### **Responsibility for events beyond the control of Evrotrust**

**Art.15** Evrotrust shall not be liable for any failure to perform its obligations under the Agreement resulting from circumstances beyond its control - cases of force majeure, accidental events, problems in the global Internet network or in electronic communications networks or in the provision of services beyond Evrotrust's control, Malicious Actions, as well as in cases of unauthorized access to or intervention by third parties in the functioning of the Application through the Device of the **Partner's** user.

#### **Responsibility when using integration channels**

**Art. 16** Evrotrust shall not be responsible for any claims of the **Partner** or its users related to the use of **Evrotrust** services through integration channels for connection with **Evrotrust** systems built by third parties or systems external to **Evrotrust** (Connectors):

1. where the claims are related to agreements concluded between a third party and the user or are related to a dispute between a user or a client of a third party, unless the claims are related to the trust services provided by Evrotrust;
2. where the claims do not relate to 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 **Partner**, its users or the third party that has control over the Connector or the integrated solution.

### Force majeure

**Art. 17** (1) In the event that the requirements of paragraph 2 of this Article are met, neither Party shall be liable to the other for failure to perform any of its obligations under the Agreement during a period in which such performance is delayed or prevented by circumstances beyond its control, which include, but are not limited to, fire, flood, war, embargo, strike, riot, inability to provide materials and transport facilities, interruption of the electricity supply, failure of the Internet, non-provision of services, beyond the control of the parties (electricity supply, electronic communication services, etc.), Malicious Actions, or intervention of a state authority, and in each case it does not violate the contract in any other way ("force majeure").

(2) A party that has suffered force majeure shall not be deemed to have breached the Agreement, in the event that:

1. that Party has promptly notified the other Party of the nature and extent of the event constituting force majeure, and
2. that Party has made all reasonable efforts to prevent the occurrence of the event constituting force majeure and to minimise its consequences for the other Party.

(3) If the fulfilment of the obligations of the Party affected by force majeure is postponed or prevented for more than 30 (thirty) days, the Party affected by the inability of the other Party to perform its obligations shall be entitled to immediately terminate the Agreement with a written notice.

(4) Suspension of performance of obligations in such circumstances shall not apply to late payment of amounts that were due before the occurrence of the force majeure event.

### Penalties

**Art. 18** (1) In the event of delay by **Evrotrust** in the deadline for the provision of the trust services subject to the Agreement, **Evrotrust** shall owe to the **Partner** a penalty of 0.1% (one tenth of one percent) of the prepaid package of trust services for each business day of delay, but not more than 10% (ten percent) thereof.

(2) In the event of delay in payments under the Agreement, the **Partner** shall owe a penalty

of 0.1% (zero point ten percent) of the amount due for each day of delay, but not more than 10% (ten percent) thereof.

(3) In the event that one of the Parties owes a penalty, the Party in good standing shall send the Party in default a letter stating the amount of the penalty and the bank account to which payment is to be made.

(4) Payment of penalties shall be made by the defaulting Party within 10 (ten) business days from the date of submission of the written notice of penalties from the Party that suffered the damages.

## VII. TERM OF THE AGREEMENT. TERMINATION AND CANCELLATION

### Term

**Art. 19** The Agreement shall take effect on the Date of Enforcement and shall be valid for an indefinite term.

### Termination of the Agreement

**Art. 20** The Agreement may be terminated:

1. by mutual written agreement;
2. by giving three months' written notice to either Party;
3. in other cases provided for by law, in the General or Special Terms and Conditions of the Agreement.

### Cancellation of the Agreement

**Art. 21** (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 inaction of the **Partner** that constitutes a Malicious Action;
2. an action or inaction of the **Partner** 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;

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 inaction by either Party that affects or makes impossible the provision of the Services by Evrotrust to users of the Partner.

## VIII. INTELLECTUAL PROPERTY RIGHTS

### Copyrights

**Art. 22** (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 the Application, in the other connections and integrations or in any of their elements, are fully owned (worldwide) by **Evrotrust**.

(2) All rights to software provided under the Agreement and the software applications and systems used by the Partner or its users and required for the consumption of the services under the Agreement shall be provided on an “*as is*” basis and the **Partner** shall not be entitled to require any revisions, enhancements or new product development.

(3) In the event that on the basis of a request of the **Partner** under para. 2 **Evrotrust** considers that any functionality is useful for the development of its software products, it shall decide when and under what conditions the same will be planned and developed, without in such cases being due remuneration or having other obligations to the **Partner** who has made the request.

(4) If the **Partner** requests modifications, refinements or development of new products in connection with the services consumed by the Partner, **Evrotrust** may decide whether to undertake such engagement on the basis of an assignment and for a separate fee. A separate Agreement shall be signed for such engagement.

### Trademark

**Art. 23** (1) Subject to these General Terms and Conditions, **Evrotrust** grants to the **Partner** non-exclusive, non-transferable rights to use **Evrotrust**'s trademark in connection with the promotion and distribution of the services subject to the Agreement. The **Partner** may not remove

or infringe any patent, copyright or trademark or other intellectual property mentioned in the Agreement or the technical documentation accompanying the integration. The **Partner** 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. In terms of reciprocity, Evrotrust shall have the same rights.

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



#### Lack of exclusivity

**Art. 24** The Agreement does not grant the **Partner** 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 partners, suppliers, distributors, licensing agents, etc.

#### Special rights

**Art. 25** All rights to key pairs used, corresponding to the issued certificates of **Evrotrust** and other participants in the **Evrotrust** infrastructure, as well as the corresponding cryptographic material, shall belong to their holders and shall be used only for the purposes of the performance of the Agreement, irrespective of the ownership of the physical key carrier.

### IX. SERVICE. SUPPORT

#### Evrotrust service, schedule and delays

**Art. 26** (1) In the presence of activated trust services and timely payment for them, **Evrotrust** undertakes to provide fully functional services, according to the method of integration, available to the **Partner** and its Users at least 99% of the time, averaged over a 12-month period of providing access to the Services (Service Availability Level).

(2) The Service Availability Level shall be measured from the statistics of **Evrotrust** servers (i.e. within the centres used by **Evrotrust** to provide the service to the **Partner**). The same shall be calculated by taking the total number of minutes in a calendar month (Total Minutes) and



subtracting the minutes in which services were not available in that calendar month (excluding force majeure, scheduled system maintenance and upgrade hours, and events outside of **Evrotrust's** control) and dividing by the Total Minutes in the month averaged with the results of that month and the preceding 11 months.

(3) Service Availability Level applies only to services provided by **Evrotrust**.

### Service Availability Level Reporting

**Art. 27** (1) **Evrotrust** shall report the calculated Service Availability Level on a monthly basis and the data shall be published in the Support System specified in the Special Terms and Conditions.

(2) In the event that **Evrotrust** does not meet the desired Service Availability Level and the **Partner** meets its obligations under the Agreement, the **Partner** shall be entitled to receive additional TU Volume as the sole compensation as follows:

Evrotrust's 12-month average service availability rate	Number of authentication services added to the next 12-month period, free of charge
< 99.00% - ≥ 98.0%	8% of the annual volume of paid TU
< 98.0% - ≥ 97.0%	15% of the annual volume of paid TU
< 97.0%	20% of the annual volume of paid TU

(3) In order to receive the additional volume of TU described above, the **Partner** should notify **Evrotrust** within 3 days from the last day of the month in which the **Partner** had a reduced level of service availability.

### Releasing from responsibility in respect to the provision of services

**Art. 28** (1) **Evrotrust** shall assume no responsibility to provide the appropriate Service Availability Level in the event that the **Partner**:

1. connects to **Evrotrust** systems via Connectors;
2. proper internet connection and compatible devices are not used to use the service;
3. fails to perform the obligations set out in the Agreement.

(2) Outside of the foregoing, **Evrotrust** shall not be liable for any failure to cover a service

availability level caused by a system outside of **Evrotrust's** control.

### Target service delivery time

**Art. 29** (1) The target time for the performance of **Evrotrust's** services is as follows:

SLA/Service	Level	Conditions
Time to perform a service	Up to 1 minute	<ul style="list-style-type: none"> <li>➤ File size up to 5MB;</li> <li>➤ The time is measured from the submission of a request by the client to the end of the procedure and status update;</li> <li>➤ The timing depends on the result of the check in external primary records, if applicable.</li> </ul>
Planned service outage	Up to 8 hours per month	<ul style="list-style-type: none"> <li>➤ Includes planned events in the control of <b>Evrotrust</b>;</li> <li>➤ Performed during non-working hours for control, maintenance and system updates.</li> </ul>

### Obligations in servicing Users

**Art. 30** (1) The **Partner** shall be obliged to make the initial contact with Users of the Application and to provide the initial service of basic inquiries with its own team, according to the context in which it uses Evrotrust services.

(2) Evrotrust undertakes to provide due care to resolve incidents, unresolved inquiries and general issues related to standard services.

### Technical support

**Art. 31** (1) **Evrotrust** shall provide technical support of the services in Bulgarian and English from 8:00 to 17:00 CET (Central European Time), on the days from Monday to Friday.

(2) Critical incidents shall be registered in the Evrotrust Support System, and the time for elimination starts from the moment of taking over the incident by Evrotrust, within the response time.

(3) Contact with the **Evrotrust** Support Team shall be provided through the User's profile in the Evrotrust Support System, available at <https://support.evrotrust.com>.

(4) Submission of incident information to the **Evrotrust** Support Team shall be made by authorized representatives of the **Partner** as specified in the Special Terms and Conditions and shall include the following information: problem defined, timeframes of the problem identified, steps to reproduce the problem, actions taken to isolate the problem and rule out other contributing factors, and if applicable transaction ID/thread ID and user of the **Partner**.

(5) Status updates and issue resolution tracking shall be tracked in the Support System specified in the Special Terms and Conditions. Where necessary and applicable, telephone calls may be made and information exchanged by e-mail. A summary of the actions performed should also be entered into the Support System.

(6) Information with frequently asked questions, errors and instructions shall be available in the Self-Help section of the Support System.

### Incident response and service time

**Art. 32** (1) **Evrotrust** shall adhere to a strict process for creating and tracking service incidents and integration channels.

(2) All incidents or requests for settings and changes shall be assigned a number, category and priority. The **Evrotrust** Support Team will assign an initial priority according to the primary data submitted by the **Partner** according to the following table defining the framework for incident prioritization:

Code	Type	Description	Response time	Time for resolution
P1	Critical	Services are not available	Instantly	0-8 working hours
P2	Significant	Services are available. Certain operations are impossible	Instantly	0-72 working hours
P3	High	Services are available. Certain functions are disabled	2 hours	0-10 working days

(3) The maintenance conditions cover the services that are under the control of Evrotrust.

(4) In the event of problems, the methods of communication specified in the Special Terms and Conditions shall be used and the service shall be provided during Evrotrust's working hours.

(5) Requests for information regarding standard services shall be serviced within 24 hours.

(6) Prioritization of incidents shall be agreed between the parties after bilateral discussions.

### Escalation

**Art. 33** In the event of critical incidents, or if the resolution of a particular incident exceeds the time set under the preceding article, the **Partner** may escalate the resolution of the problem to the contact details specified in the Special Terms and Conditions.

## X. CONFIDENTIAL INFORMATION. PROTECTION OF PERSONAL DATA

### Confidential information

**Art. 34** (1) Each party undertakes not to disseminate or use confidential information to third parties in any form, and to require its employees and subcontractors to comply with the same confidentiality restrictions. The provision of information requested by the competent state authorities in the cases provided for by law shall not be deemed to be the dissemination of confidential information.

(2) Confidential information is anything related to the organization and business activities of a party to the agreement, including financial and accounting information, descriptions of apparatus, software components (software products), personnel data, personal data, inventories, useful models, know-how, technological solutions, as well as cases from the practice of the parties, with the exception of information that a party has expressly designated as non-confidential, of generally known facts or of information that the party itself has made publicly available (e.g. through commercial advertising, statements to the media, information on its public website and public domain, public registers, etc.). Any information concerning users / current and served, including their correspondence contact details and history of transactions concluded/ of the parties to the Agreement which have come to their knowledge in connection with their joint activity subject of the Agreement.

(3) Information concerning the essential elements of the Agreement, as well as advertising and other publication materials, may be disseminated upon mutual agreement between the parties.

(4) With respect to confidential Information, each party shall be obliged:

1. To keep the confidential Information strictly confidential and not to disclose any part of it to any third party unless otherwise agreed in the Agreement or where required for the performance of the obligations under the Agreement;

2. Take the necessary measures to prevent unauthorised access to confidential information provided between the Parties;

3. Not to use the confidential information provided between the Parties for purposes other than those agreed in the Agreement;

4. The information provided between the Parties in connection with this Agreement

may not be disclosed without the prior written consent of the Party providing it, except as necessary to perform its obligations under law or under the Agreement.

(4) The parties may disclose confidential information to:

1. Employees of the parties as necessary to perform the obligations under this Agreement;

2. Auditors and consultants only for the purpose of providing professional advice and counsel, and to other persons or organizations that have the right or obligation under law to have access to, or knowledge of, confidential information in connection with the business of the recipient thereof.

3. Disclosure of confidential information to persons referred to in paragraph 1 shall be permissible only in cases where such persons are bound by obligations to keep the information confidential, consistent with the obligations assumed by the parties under this Agreement, including by signing non-disclosure agreements and declarations. Notwithstanding the foregoing, each of the parties shall be fully liable for any breach of the obligations of the persons referred to in paragraph 1 to protect the confidential information disclosed by the same.

(6) The obligations and commitments undertaken by both parties under this Agreement related to confidentiality and non-disclosure of information shall remain in force even after the termination of the Agreement and its additional annexes.

(7) In the event of a breach of the confidentiality clauses, the party in default shall be liable to pay full compensation for the damages caused to the party in good standing.

### **Personal information**

**Art. 35** The terms and conditions on protection of Personal Data applicable between the Parties are set forth in Clause "Personal Data Protection" which constitutes an inseparable part of these General Terms and Conditions.

**Art. 36** (Deleted, 17.10.2023)

## **XI. OTHER TERMS AND CONDITIONS**

**Art.37** These General Terms and Conditions can be changed at any time unilaterally by **Evrotrust**. When making changes to the General Terms and Conditions, **Evrotrust** informs the **Partners** by sending an e-mail to an e-mail address provided by Partner for this purpose, or one

usually used or commonly expected to be used for this purpose, and by publishing the amended General Terms and Conditions on its website. The updated texts are binding as of the date expressly defined in the notification, or, in the case of lack of such date – as of the date of the notification.

**Art.38** The Parties shall specify addresses for correspondence in connection with the performance of the Agreement in the Special Terms and Conditions.

**Art.39 (1)** In case of any discrepancy between the provisions of these General Terms and the provisions of any Clause, the provisions of the Clause shall take precedence. In case of any discrepancy between the provisions of these General Terms or any Clause, and the provisions of the Special Terms and Conditions, the rules of the Special Terms and Conditions shall take precedence.

**(2)** In the event that any of the provisions of the General or Special Terms and Conditions 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.40** With regard to these General Terms, the Special Terms and Conditions and all issues not settled by them, the provisions of the legislation applicable in the Republic of Bulgaria shall apply, with the exception of its conflict of law provisions.

**Art. 41 (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. 42** This document is published in Bulgarian, English or another language. In case of discrepancy between the Bulgarian and English texts, the Bulgarian version of the text shall take precedence. In case of inconsistency between the English and other language versions of the text, the meaning of the English text shall prevail.

## CHANNELS

FOR USING THE SERVICES OF EVROTRUST TECHNOLOGIES AD BY CORPORATE CLIENTS

Channel	Description
<b>Portal</b> Web-based platform	<ul style="list-style-type: none"> <li>➤ An Evrotrust-owned platform that is made available for use by the Partner with standard “as is” functionality;</li> <li>➤ Integration with the Partner's systems is not available, as the portal is stored and operated by Evrotrust, in its infrastructure;</li> <li>➤ Initiation of Evrotrust services is done through the web-interface of the portal and the result of the services is received there by authorized employees of the Partner;</li> <li>➤ Only some of the services are integrated and available on the portal;</li> <li>➤ Evrotrust will create up to three administrative accounts for a Partner.</li> <li>➤ The administrators may grant and withdraw rights to its employees or authorised persons in different volumes;</li> <li>➤ Undertaking developments to the portal beyond the standard ones is at Evrotrust’s discretion, and these are duly described, agreed upon and paid separately. All copyright and related rights remain with Evrotrust;</li> <li>➤ Evrotrust can provide a test portal and access for up to 5 test users</li> </ul>
<b>Connectors</b> and third-party systems	<ul style="list-style-type: none"> <li>➤ Evrotrust’s services can be used through integrated channels between Evrotrust and third-party systems and connectors;</li> <li>➤ The partner arranges its own relations, including financial ones, with the third party in order to use its system, including notifying it to use the services of Evrotrust;</li> <li>➤ The Partner shall notify Evrotrust in writing or via the support system of the intention to use Evrotrust’s services via connectors that require set-up and provide the necessary information.</li> </ul>
<b>API</b> Automated programming interface	<ul style="list-style-type: none"> <li>➤ Evrotrust’s services can be used via API, through an integrated channel built between the Partner’s systems and those of Evrotrust;</li> <li>➤ API shall be made available for the Partner’s use with standard “as is” functionality;</li> <li>➤ Evrotrust supports a REST API that serves different types of service usage requests and their service by Evrotrust;</li> <li>➤ Evrotrust provides detailed technical documentation for API integration at <a href="https://developers.evrotrust.com/">https://developers.evrotrust.com/</a>;</li> <li>➤ Evrotrust shall provide keys to fulfil requests to use services through the API. It is the Partner’s responsibility to store the keys and manage</li> </ul>

Channel	Description
	<p>access to them securely;</p> <ul style="list-style-type: none"> <li>➤ Requests through the API perform different functions, and it is possible to integrate specific requests for specific services. The Partner shall activate requests for the various services to Evrotrust at its discretion;</li> <li>➤ Evrotrust can provide API access to a test environment to up to 5 test users;</li> <li>➤ Evrotrust shall periodically publish new versions of the API, which the Partner shall be obliged to integrate at its own expense;</li> <li>➤ Development of new functionalities and activation of services via API shall be at the sole discretion of Evrotrust;</li> <li>➤ Taking on non-standard API developments shall be at Evrotrust's discretion, for which a task shall be created and the work shall be negotiated and paid for separately. All copyright and related rights shall vest in Evrotrust.</li> </ul>
<p><b>SDK</b> Module for integration into a mobile application</p>	<ul style="list-style-type: none"> <li>➤ Evrotrust's services can be used via SDK, through built-in integration in the Partner's mobile applications;</li> <li>➤ SDK shall be made available for the Partner's use with standard "as is" functionality;</li> <li>➤ different methods for activating services and their servicing by Evrotrust;</li> <li>➤ Evrotrust provides detailed technical documentation for SDK integration;</li> <li>➤ Evrotrust shall provide a test SDK and a license to fulfil requests to use services through the SDK. It is the Partner's responsibility to store and manage the access securely;</li> <li>➤ The methods via the SDK activate different functions, and it is only possible to use specific methods at the discretion of the Partner;</li> <li>➤ Evrotrust can provide SDK and test environment access;</li> <li>➤ Evrotrust shall periodically publish new versions of the SDK, which the Partner shall be obliged to integrate at its own expense;</li> <li>➤ Development of new functionalities and activation of services via SDK shall be at the sole discretion of Evrotrust;</li> <li>➤ Taking on non-standard SDK developments shall be at Evrotrust's discretion, for which a task shall be created and the work shall be negotiated and paid for separately. All copyright and related rights shall vest in Evrotrust.</li> </ul>
<p><b>WebSDK</b> Service integration into a web or mobile application</p>	<ul style="list-style-type: none"> <li>➤ Evrotrust's services can be used via SDK, through built-in integration in the Partner's applications;</li> <li>➤ SDK shall be made available for the Partner's use with standard "as is" functionality;</li> </ul>



Channel	Description
(in-app web view)	<ul style="list-style-type: none"> <li>➤ Evrotrust provides detailed technical documentation for SDK integration;</li> <li>➤ Evrotrust shall provide a test SDK and a license to fulfil requests to use services through the SDK. It is the Partner's responsibility to store and manage the access securely;</li> <li>➤ Evrotrust can provide SDK and test environment access;</li> <li>➤ Evrotrust shall periodically publish new versions of the SDK, which the Partner shall be obliged to integrate at its own expense;</li> <li>➤ Development of new functionalities and activation of services via SDK shall be at the sole discretion of Evrotrust;</li> <li>➤ Taking on non-standard SDK developments shall be at Evrotrust's discretion, for which a task shall be created and the work shall be negotiated and paid for separately. All copyright and related rights shall vest in Evrotrust.</li> </ul>