

**AGREEMENT ON TRUST SERVICES
FOR AUTOMATIC VALIDATION OF QUALIFIED ELECTRONIC SIGNATURES AND SEALS**
No. _____

1. CONTRACTING PARTIES:

_____, with the headquarter in _____ str. _____ no. _____, telephone number _____, registered with the Trade Register Office under the no. _____, CUI/tax identification code _____, bank account with IBAN no _____, opened with _____, duly represented by _____ as _____, hereinafter referred to as the **Beneficiary**, and

CERTSIGN S.A., with the headquarter in Bucharest, 107A, Sos. Oltenitei, building C1, 1st floor, office 16, sector 4, registered with the Trade Register Office under no. J40/484/17.01.2006, CUI/Tax identification code RO18288250, bank account with IBAN RO90BRDE410SV91167344100 opened with BRD, Calderon Branch, duly represented by Mr. Adrian Floarea, as CEO, hereinafter referred to as the **Provider**.

2. DEFINITIONS

- The terms of use of the Qualified Service for automatic validation of qualified electronic signatures/seals – are the conditions under which the Validation Service can be used; the document is available at www.certsign.ro/repository;
- Validation means the process by which it is verified and confirmed that an electronic signature or electronic seal is qualified or not according to EU Regulation 910/2014
- The validation report is a PDF document on which CERTSIGN applies a qualified seal that produces legal effects in accordance with Regulation 910/2014 and contains the result of validation of electronic signatures or seals from the document submitted for service by the Beneficiary;

3. SUBJECT MATTER OF AGREEMENT

The subject matter of this agreement is the provision of trust services for automatic validation of qualified electronic signatures and seals, in accordance with the provisions of EU Regulation 910/2014 on electronic identification and trust services for electronic transactions in the internal market, as follows:

Service/Product	Price in EUR VAT excluded
Anually subscription for validation services of electronically signed documents – Qualified Validation Service for a number of ... signatures	

4. TERM OF AGREEMENT

This Agreement shall enter into force on the date of its signature by both Parties and shall be valid for a period of 1 year. The term of the agreement will be automatically extended by new successive periods of 1 year if neither party notifies the termination of the contract 30 days before the termination takes effect.

5. PAYMENT METHOD

The price in EUR shall be paid within 5 days from the date of issue of the invoice, in Ron, at the exchange rate communicated by the NBR, valid on the date of payment, by any means of payment. The invoice is issued on the date the Provider accepts the order.

6. OBLIGATIONS OF THE BENEFICIARY

The Beneficiary undertakes to:

- a. Comply with the provisions of this agreement;
- b. Pay the value of the services under the provisions of this Agreement;
- c. Use the qualified electronic signature and seal validation service in accordance with the "Qualified Validation Service Terms of Use" for the automatic validation of Qualified Electronic Signatures/Seals and with "Policies and Practices for Qualified Validation Service" available at: <https://www.certsign.ro/en/repository>;
- d. The Beneficiary is responsible for the content and nature of the electronic documents to be transmitted to the qualified electronic signature and seal validation service and guarantees that they will not contain compromising, illegal items;

- e. The beneficiary must ensure that the documents submitted for the validation of qualified electronic signatures and/or seals:
 - are the property of the Beneficiary and have the right to use them;
 - are not corrupted;
 - are in PDF format, compliant with the ISO 32000-2:2017 standard and up to 100MB in size;
 - will be sent to CERTSIGN only for validation of the qualified electronic signatures and/or seals;
- f. The Beneficiary understands and agrees that the documents will be deleted as soon as the Validation Report is generated and that the Provider will keep the validation reports for a period of 3 years from the date of generation, after which they will be deleted.
- g. Designate the person in whose name a certificate of authentication will be issued to the validation service within 5 days from the date of signing this contract.
- h. Make sure that access to the web validation service provided by the Provider will be made only by authentication with the certificate issued for this purpose and referred to in point g.

7. OBLIGATIONS OF CERTSIGN

CERTSIGN undertakes to:

- a. provide the services covered by this agreement in accordance with the European Regulation 910/2014 in force, as well as with the applicable standards;
- b. Issue the Validation Report within 3 minutes and to keep it for a period of 3 years from the date of generation.
- c. Comply with the provisions of this contract and "Qualified Validation Service Terms of Use" for the automatic validation of Qualified Electronic Signatures/Seals and with "Policies and Practices for Qualified Validation Service";
- d. Ensure the security of the information systems used for the provision of services, using the practices recognized in the field and recommended by the international standards.

8. CONFIDENTIALITY

8.1. "Confidential Information" means any data and/or information, regardless of their nature, disclosed directly and/or indirectly by the Beneficiary to the Provider during the Term of Agreement, as well as the data and/or information about which the Parties become aware and/or to which they have access during/as a result of the performance of this Contract, including parts and/or copies (including copies of the Parties) of the data and/or information and/or derivatives thereof, regardless of the manner in which the data and/or information (in writing, verbally, by electronic transmission of data or by any other means) were disclosed, regardless of the medium in/on which the data and/or information are contained/transmitted and regardless of whether it is specified that they are confidential or not.

8.2. The Parties undertake to use the Confidential Information only in order to fulfil the obligations undertaken under this Agreement (hereinafter referred to as the "Purpose").

8.3. The Parties undertake, throughout the duration of the Agreement and after its termination, for a period of 5 years (hereinafter referred to as the confidentiality period), not to disclose and or transmit, in any form and by any means, directly or indirectly, for any reason, to any third party the Confidential Information, not to sell and/or assign them, not to use them in the relationship with third parties, not to use them directly or indirectly, for their own benefit, not to allow access to any third party to the Confidential Information, to use the Confidential Information only for the purpose of achieving the Purpose, to protect and keep such Confidential Information as strictly confidential.

8.4. The Party receiving the information undertakes, during the confidentiality period, the disclosure of Confidential Information to be made only to the employees who are involved in the achievement of the Purpose, the disclosure of Confidential Information being made only as much as necessary for the fulfilment of the Purpose. The Receiving Party undertakes that the Employees shall sign confidentiality commitments that provide at least the same degree of protection of Confidential Information as does this chapter.

8.5. The Receiving Party is responsible for ensuring the security of confidential information both from the point of view of the means used for this purpose and for the facts and acts of its employees, agents, collaborators and representatives and for any breach of these obligations by them.

8.6. Confidential Information shall not be considered as public information only because certain characteristics, components and/or different combinations related thereto are and/or become public.

8.7. The Receiving Party has no right, of any nature, to the Confidential Information, except the right to use such Confidential Information for the purpose of fulfilling the Purpose and no provision of the Agreement and/or any other document shall be construed as transmitting or conferring any right on the Receiving Party with respect to the Confidential Information.

8.8. Failure to comply with this obligation by a Party entitles the other Party to terminate the contract and to request the payment of damages at the value of the directly created and proven patrimonial damage.

9. PROCESSING OF PERSONAL DATA

- 9.1.** Each Party, when disclosing to the other Party personal data regarding its employees/representatives for the purpose of negotiating, concluding and executing the Agreement, shall ensure that it discloses only the information necessary for this purpose.
- 9.2.** Each Party shall request the other Party only the personal data necessary for the performance of the Agreement and, insofar as there is another purpose for which it requests the personal data, shall justify this request by providing the information required by the applicable law, respectively by art. 14 of Regulation no. 679/2016 and/or by any article or rule that replaces or supplements these provisions.
- 9.3.** The Beneficiary's employees/representatives may find out information about the processing of personal data carried out by the Provider for the purpose of performing the contract from the document "Informing the data subjects in accordance with the GDPR" available at <https://www.certsign.ro/ro/gdpr/informare-gdpr/> ;
- 9.4.** Each Party that discloses personal data of its employees/representatives for the purpose indicated in art. 9.1 shall ensure that it has provided them with the information provided in art. 13 14 of Regulation no. 679/2016 and/or any article or norm that replaces or supplements these provisions.
- 9.5.** For the avoidance of doubt, the Parties acknowledge and agree that each Party independently determines the purposes and means of processing personal data in connection with this Agreement.
- 9.6.** Each Party independently undertakes responsibility for the processing of personal data. The breach by a Party of the provisions of this act as well as of the provisions of Regulation no. 679/2016 and of the generally binding rules adopted in connection with the protection of personal data, cannot be considered as a common breach and cannot generate joint liability towards the person or authority who finds this breach.
- 9.7.** With regard to the personal data processed by the Service Provider within the framework of the validation services of qualified electronic signatures and seals, the Beneficiary shall act as Data Controller, while the Service Provider shall act as Data Processor, according to the provisions contained in the Agreement on the Processing of Personal Data, Annex 1 to this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1.** Each Party shall remain the holder of the intellectual property, copyright and related rights and of the know-how it holds.
- 10.2.** The Parties expressly consent that no title or IPR shall be transferred to the other Party as a result of this Contract.
- 10.3.** Neither Party grants the other Party copyrights or rights over any patents, trademarks (registered or unregistered) or trade secrets.
- 10.4.** Subject to compliance by the Beneficiary with the provisions of this Agreement, the Service Provider grants a royalty-free, revocable, non-exclusive, non-transferable, necessary license, without the right to sublicense, in order to access the validation application, in accordance with this Agreement.
- 10.5.** The Beneficiary will not take the following actions, nor will it authorize various third parties to carry them out:
- Decompilation, disassembly, reconstitution by reverse engineering, in any other way, of the source code or of the technology, methodologies or algorithms underlying the services of CERTSIGN;
 - Misuse of the application by inserting, even unintentionally, viruses, Trojans, worms, "logic bombs" or other materials that would adversely affect, in any form, the services and systems of CERTSIGN;
 - bypassing, disabling, in any form, any security features of the validation application;
 - the collection of any data in the application, other than in accordance with the provisions of the Agreement;
 - uploading of or contributing with material that contains nudity or violence or that is threatening, obscene, deceptive, untrue or offensive;
 - uploading content that the Beneficiary does not own or have the right to use or otherwise infringe upon the copyrights, trademarks or other rights of third parties;
 - use of any automated systems, including but not limited to 'robots', 'bots', 'web spiders' or 'offline readers', to access the validation application in a manner that ends with sending multiple request messages to the validation application that a human person could reasonably have produced within the same period of time;
- 10.6.** The Beneficiary shall defend and indemnify the Service Provider for any infringements of intellectual property rights and copyrights, in the event of breach of any of the obligations set out above, the limitations of liability under Article 12 not being applicable.

11. TERMINATION OF AGREEMENT

- 11.1.** The termination of the Agreement is made in the following situations:
- By agreement of the Parties;
 - By severance; Failure to comply with the obligations undertaken herein by one of the parties entitles the injured party to request the lawful termination of this contract, without any other legal formality, except

the 30-day prior notification.

- one of the parties enters into insolvency, judicial reorganization, bankruptcy, its operating licenses are withdrawn;
- termination by a Party with 30 days prior notice;
- force majeure and Act of God, under the conditions of art. 13.

11.2. Termination of the contract, in any of the situations mentioned in point 11.1. will have no effect on the obligations already due between the parties.

11.3. The provisions of art. 11.1. do not remove the liability of the party that caused the termination of this contract.

12. CONTRACTUAL LIABILITIES

12.1. In case of non-performance or improper performance of any of the contractual obligations undertaken, the injured party shall be entitled to request the party at fault, the payment of damages, at the value of the direct and patrimonial damage created and proven.

12.2. Insofar as the law permits, neither Party may be liable to pay damages for indirect damages, lost profits or profits, loss of business, customers or data.

12.3. In any situation in which the liability of the Provider is incurred, it shall be limited to the value of the Agreement at the date of the damage.

12.4. CERTSIGN cannot guarantee the automatic validation of qualified electronic signatures and seals if the issuing certification authorities do not ensure the availability of certificate validation services (OCSP, CRL) and if the EU and Member State lists of qualified trust service providers are not available.

12.5. The Beneficiary understands and accepts that if the document submitted to the validation service does not contain electronic signatures / seals, the validation service will be invoiced at the same value as if the document contains a signature / seal.

13. FORCE MAJEURE. ACT OF GOD

13.1. The Parties of this Agreement shall not be liable for the failure to timely and/or properly perform, in whole or in part, any of their obligations under this Agreement, if the failure to perform that obligation was the result of force majeure or act of God.

13.2. A case of force majeure means that unpredictable and unavoidable event occurring after the contract is concluded.

13.3. An act of God means a relatively unpredictable and relatively invincible circumstance, not having an extraordinary character, such as: strikes, legal restrictions, non-functioning of internet networks, other such events.

13.4. The party invoking any of the above-mentioned events is bound to bring it to the notice of the other Party within 5 (five) days from its occurrence and to subsequently prove it by means of supporting documents issued by the competent authorities.

13.5. The contracting party that has been prevented from performing its obligations due to those stipulated in points 13.2. and 13.3. will continue to perform its obligations after the cessation of that event.

13.6. If the events mentioned in point 13.2. and 13.3. last more than 30 (thirty) calendar days, this contract is considered terminated by law, without the need to perform any other formality.

13.7. Force majeure and act of God exempt the contracting parties from fulfilling the obligations undertaken herein, for the entire period in which they act.

14. DISPUTE SETTLEMENT

Disputes of any kind arising from the performance of this agreement will be settled amicably or in case of failure will be subject to settlement by the courts, from the Provider's headquarters, in accordance with the Romanian legislation in force.

15. COMMUNICATIONS

Any communication between the parties regarding the fulfilment of this contract must be sent in writing either by e-mail to office@certsign.ro or by fax to the number 0213119905. Any written document must be registered both at the time of transmission and the time of receipt. Communications between the parties may also be made by telephone, fax or e-mail, provided that a written confirmation of receipt of the communication is sent to the addresses in the contract.

This agreement was drawn up and signed todayin Bucharest, in 2 (two) original copies, one for each contracting party, all having the same legal value.

PROVIDER
CERTSIGN S.A.

BENEFICIARY

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