

Purchase Order

This Purchase Order together with the attached Service Agreement and an optional addendum form the entire agreement between the parties. Further descriptions of the items herein can be found in the Service Specification and trust service practice statements defined under 1.2 in the Service Agreement.

Parties

This Purchase Order is between

A. XYZ Inc, (hereinafter "Customer"), with Company registration number 123456 and registered address XYZ, 123, Country.

and

B. ZealiD AB, (hereinafter "ZealiD") with Company registration number 5569724288 and registered address Box 3437, 103 68 Stockholm as supplier of the Service (as defined below)

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1.1. Scope of The Service

1.1.1. Features and functionality of the Service

Feature	Ordered		Description
Qualified eSignature	☐ YES	□ NO	ZealiD eIDAS qualified electronic signature applied to supported document formats.
Advanced eSignature	☐ YES	□ NO	ZealiD eIDAS advanced electronic signature (based on a qualified certificate) applied to supported document formats.
Identification	☐ YES	□ NO	ZealiD remote identification is performed to provide qualified certificates to end users. An identification fee is charged if the registration takes place at the time of esigning. There is no charge if the user is a subscriber already registered.
Extended ID-Data	□ YES	□ NO	A ZealiD dataset supplied to support customer remote identification and KYC due diligence. Includes end user identification data e.g. ID document picture, as specified in the Service specification. Requires direct integration.
Authentication	☑ YES		A necessary option for users to authenticate as part of a signing process or standalone.
Partner Integration	☐ YES	□ NO	Activation of ZealiD plug'n play integration with all ZealiD platform partners like Docusign and AdobeSign.
Direct Integration	☐ YES	□ NO	Direct integration to ZealiD APIs to access the Service.
Software Upgrade	Inclu	ıded	All upgrades of any and all ZealiD software.

1.1.2. Optional Whitelabel, API/SDK and RA Licences

White label App Licence	☐ YES	□ NO	A version of the ZealiD app that contains a bespoke branding according to the Customer's brand profile.
App API or SDK Licence	YES	□ NO	A version of the ZealiD app that can be consumed inside a Customer smartphone app (iOS or Android).



Registration Authority Licence	☐ YES	□ NO	A ZealiD service allows a Customer to perform Registration Authority activities based on the ZealiD RA delegation policy addendum.
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1.1.3. Optional Support Services

Managed Implementation	□ 3M	□ 6M	ZealiD specialists performs customer flow evaluation, monthly analysis and reporting and follow up for owners to maximise roll-out success.
Creative production (White label/ SDK)	☐ YES	□ NO	ZealiD and ZealiD subcontractor creative resources producing necessary creative updates to accommodate Customer branding
End User Support	☐ YES	□ NO	ZealiD dedicated end user support under Customer name and brand.
Customer Support Training	☐ YES	□ NO	ZealiD specialists train Customer's 1st and 2nd line Support Staff.
Customer Sales Training	☐ YES	□ NO	ZealiD specialists train Customer's product, sales and marketing staff on use cases, functionality and features.
Feature or software bespoke development	☐ YES	□ NO	Agreed additional features or functionality, agreed by both parties in written from time to time.

1.2. Fees

All amounts ex VAT in euro. Fees are adjusted on the first day of each calendar year with the Euribor 12 month interbank lending rate + 1.0% (minimum adjustment is 0%).

1.2.1. Service Fee

Feature	Fee (euro)	Invoiced	Description
Minimum Transaction Fee	€TBD	Monthly in advance	ZealiD minimum engagement fee
Qualified eSignature Fee	€TBD	Monthly in arrears	ZealiD eIDAS qualified electronic signature applied to supported document formats.
Advanced eSignature Fee	€TBD	Monthly in arrears	ZealiD eIDAS advanced electronic signature (based on a qualified certificate) applied to supported



			document formats.
Identification Fee	€TBD	Monthly in arrears	ZealiD remote identification is performed to provide qualified certificates to end users.
Extended ID-Data Fee	€TBD	Monthly in arrears	A ZealiD dataset supplied to support customer remote identification and KYC due diligence. Includes end user identification data e.g. ID document picture, as specified in the Service specification. Replaces Identification Fee.
Authentication fee	€TBD	Monthly in arrears	Authentication fee charged when not part of esignature - stand alone sign-in based on qualified certificate.
Partner Integration fee	€TBD	Per year in advance	Activation of ZealiD plug'n play integration with all ZealiD platform partners like Docusign and AdobeSign.
Direct Integration	€TBD	Per year in advance	Direct integration to ZealiD APIs to access the Service.

1.2.2. Whitelabel, API/SDK and RA Licence Fees

White label App Licence	€TBD	Yearly in advance	A version of the ZealiD app that contains a bespoke branding according to the Customer's brand profile.
API or SDK Licence	€TBD	Yearly in advance	A version of the ZealiD app that can be consumed inside a Customer smartphone app (iOS or Android).
Registration Authority Service	€TBD	Yearly in advance	Direct integration to ZealiD APIs to access the Service.

1.2.3. Support Service Fees

Managed Implementation	€TBD/ month	In advance for the full implementation period (3 or 6 months)	ZealiD specialists performs customer flow evaluation, monthly analysis and reporting and follow up for owners to maximise roll-out success.
Creative production (White label/ SDK)	€180/hour (+expenses)	50% of estimation on order, remainder on	ZealiD and ZealiD subcontractor creative resources producing necessary creative updates to accommodate



		customer acceptance.	Customer branding
End User Support	€5000/seat/month	Quarterly in advance	ZealiD dedicated end user support under Customer name and brand.
Customer Support Training	€120/hour (+expenses)	Quarterly in advance	ZealiD specialists train Customer's 1st and 2nd line Support Staff.
Customer Sales Training	€150/hour (+expenses)	Quarterly in advance	ZealiD specialists train Customer's product, sales and marketing staff on use cases, functionality and features.
Feature or software bespoke development	€250/ hour (+expenses)	50% of estimation on order, remainder on customer acceptance.	Agreed additional feature or functionality, agreed by both parties in writing from time to time.

1.3. Term, Termination & Payment

Effective Date:	Signing Date
Term:	3 years
Initial Term:	Initial term is 3 years from the signing date. Unless terminated within the notice period by either party, the Agreement is automatically renewed for a renewal term of 3 years. The initial term together with any renewal term(s) constitutes the Term.
Termination Notice Period	During the first 90 days of the initial term, the agreement can be terminated by either party for convenience. Thereafter, the notice period for convenience is a minimum of 90 days prior to the end of the initial term or renewal term.
Payment terms:	14 days net (please refer to chapter <u>Fees</u> for when payment is due)
Invoicing Currency:	EUR
ZealiD Bank Account:	IBAN SE8550000000051238208924, BIC ESSESESS, EUR, Address SEB 10640, Stockholm Sweden.
Notices	Please refer to the Service Agreement attached.



This agreement has been executed by the parties in duplicate on the Signing Date.

Customer	
Company name:	ZealiD AB
Signatory name:	Philip Hallenborg
Signature: Title: Date:	Signature: Title: CEO Date: