



THIS PARTNER RESELLER AGREEMENT is made the day of [date] 2023

BETWEEN

(1) ZealiD AB,
Swedish company registration number 556972-4288
Address Box 3437,
103 68 Stockholm, Sweden.
(Hereafter referred to as "ZealiD")

(2) [Party]
Cvr. no.: [cvr. no.]
[Address]
[Address]
(Hereafter referred to as "Reseller")

1. APPOINTMENT AS RESELLER

1.1 Services

1.1.1 This Reseller Agreement regulates ZealiD's qualified signatures, which are provided by ZealiD as a trust services provider the eIDAS Regulation (EU) No 910/2014, ("Services").

1.1.2 The Services are provided in compliance with the ZealiD QeID Certificate Practice Statement ("CPS"). The CPS is periodically published on the ZealiD repository, which can be accessed at www.zealid.com/repository.

1.1.3 Applicable Certificate Policy (CP): The ZealiD CPS is based on the Certificate Policy (CP) known as QCP-n-qscd, as specified in ETSI EN 319 411-2, NCP+.

1.2 Reseller services

1.2.1 ZealiD hereby appoints Reseller as a non-exclusive reseller for the Services subject to the terms and conditions of this Reseller Agreement.

1.2.2 Reseller may promote, market, and resell Services to its end user customers (each such customer to whom Reseller resells Services, the "Reseller Customers").

1.2.3 Reseller can provide the Services in the EU/EEA, unless stated otherwise in any Purchase Order, ("Territory").



- 1.2.4 In no event shall Reseller permit Reseller Customers to resell the Services.
- 1.2.5 Reseller is solely responsible for determining the fees Reseller charges to Reseller Customers, invoicing Reseller Customers, and collecting such fees.

2. **PRODUCT SPECIFIC LICENSING TERMS**

2.1 **Reseller customer agreement**

- 2.1.1 Reseller has the direct customer relationship with the Reseller Customers.
- 2.1.2 Reseller warrants to include the product specific licensing terms, stated in Appendix 1 ("Product Specific Licensing Terms") in its terms and conditions with the Reseller Customers, when reselling the Services.
- 2.1.3 Reseller further warrants that such Product Specific Licensing Terms are legally accepted by the Reseller Customers.
- 2.1.4 ZealiD can update the repositories referred to in the Product Specific Licensing Terms by updating the embedded links.

2.2 **Renewals**

- 2.2.1 Reseller shall use commercially reasonable efforts to send renewal notices to Reseller Customers at least thirty (30) days prior to expiry of the applicable Services taking the Reseller Customer notice period into account.

3. **FEEES AND TAXES**

3.1 **Purchase Order**

- 3.1.1 Reseller must provide ZealiD with a purchase order for each Reseller Customer, which will determine pricing, terms, etc., ("Purchase Order").

3.2 **Fees**

- 3.2.1 Reseller shall pay ZealiD the applicable fees for the Services purchased as stated in the Purchase Order, or, if not otherwise stated, upon receipt of an invoice from ZealiD. All fees are due according to the payment terms in the Purchase Order and are non-refundable.
- 3.2.2 ZealiD reserves the right to change the fees for the Services at any time unless otherwise specified by the Purchase Order. ZealiD shall use commercially reasonable efforts to provide Reseller with prior notice of any change, but such changes shall not require Reseller consent.



4. WARRANTIES

4.1 Reseller warrants to:

- 4.1.1 Conduct business in a manner that reflects favourably at all times on the Services and the good name, good will, and reputation of ZealiD;
- 4.1.2 Promote proper use of the Services and observe the nature of them as Trust Services under the eIDAS Regulation;
- 4.1.3 Avoid false, deceptive, misleading, or unethical practices that are or might be detrimental to ZealiD, the Services or the public;
- 4.1.4 Not make any representation, warranty, or guarantee to Reseller Customers or to other third parties with respect to the specifications, features, warranties or capabilities of the Services that are inconsistent with or are in addition to those published by ZealiD (and if Reseller does make any such representation, warranty, or guarantee to Reseller Customers in breach of this provision, then without limiting ZealiD's other remedies hereunder, Reseller is solely responsible to the Reseller Customers for any such representation, warranty, or guarantee).

4.2 Disclaimer of Warranties

- 4.2.1 Except as specifically provided herein or in the Customer Agreement, the services are provided "as is". ZealiD disclaims all warranties, express or implied, or statutory as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third parties.

5. BACK TO BACK REGULATION

5.1 Liability and indemnification

- 5.1.1 Reseller must indemnify ZealiD from any third party claim (including but not limited to the Reseller Customers) that ZealiD incurs because of Resellers provisioning of the Services to the Reseller Customer, which does not relate to the Services, provided Reseller and Reseller Customers have complied with the Product Specific Licensing Terms.
- 5.1.2 ZealiD must indemnify Reseller from any third party claim (including but not limited to the Reseller Customers) that Reseller incurs because of Resellers provisioning of the Services to the Reseller Customer, which



relates to the Services, provided Reseller and Reseller Customers have complied with the Product Specific Licensing Terms.

- 5.1.3 Disregarding any limitation of liability agreed between the Reseller Customers and Reseller, the Parties limitation of liability, indemnification, damages, warranties, refunds or any other claims cannot exceed a financial cap of 1 million Euro.

6. CONFIDENTIALITY

6.1 Confidential Information

6.1.1 The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge, material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, Services, services, customers and Intellectual Property Rights of the other party that may not be accessible or known to the general public ("Confidential information").

6.1.2 Confidential Information includes

- A. the terms of this Agreement;
- B. ZealiD Materials;
- C. information which concerns technical details of operation of any of Services; and
- D. Any Confidential information that is identified as confidential (or a similar designation) at the time of disclosure; or otherwise understood by the parties, exercising reasonable business judgement, to be confidential.

6.2 Non-disclosure

6.2.1 Each party receiving Confidential Information (the "Receiving Party") shall keep all such Confidential Information received from the other party (the "Disclosing Party"), both orally and in writing, confidential and shall not disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors, and ZealiD may disclose to its third party service partners the terms of this Agreement relating to the data or service provided by such partners, if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further shall use the Confidential Information only for the purpose of performing this Agreement. In addition, the Receiving Party shall not reverse engineer,



disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Upon termination or expiration of this Agreement, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate; provided that such action may be delayed for so long as, and to the extent that, such Confidential Information relates to outstanding payment obligations or is subject to audit, reporting, or retention requirements under this Agreement or applicable law.

6.3 Exclusions

6.3.1 The Receiving Party's obligations under Sections 6.1 and 6.2 above shall not apply to Confidential Information which:

- A. is or becomes a matter of public knowledge through no fault of or action by the Receiving Party;
- B. was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- C. subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information and is permitted to disclose such information;
- D. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- E. is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent such disclosure, and that if such order or remedy cannot be obtained, disclosure may be made without liability.

6.4 Injunctive Relief

6.4.1 Both parties acknowledge that the restrictions contained in this Section 6 are reasonable and necessary to protect their legitimate interests and that any violation of these restrictions will cause irreparable damage to the other party. Each party agrees that damages are not an adequate remedy for any such violation and that the other party will be entitled to seek injunctive relief against each violation.



7. **PRIVACY**

7.1 **Privacy**

7.1.1 Reseller agrees to the use of Reseller data and information in accordance with the following:

7.1.2 ZealiD will treat and process the data Reseller provides in accordance with its respective Privacy Policy. This is available at <https://www.zealid.com/repository> (each, as updated from time to time).

8. **INTELLECTUAL PROPERTY RIGHTS**

8.1 **Intellectual Property Rights**

8.1.1 Reseller acknowledges that ZealiD and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, Services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by ZealiD hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, ("ZealiD Works") . The ZealiD Works do not include Reseller pre- existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this Agreement creates any right of ZealiD Works ownership or license in and to the other party's Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

9. **COMPLIANCE WITH LAW**

9.1.1 Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under this Reseller Agreement. Without limiting the generality of the foregoing, each Party shall comply with all applicable export laws, regulations, and requirements ("Export Control"). Regardless of any disclosure Reseller makes to ZealiD of an ultimate destination of Services, software, hardware, or technical data (or portions thereof) supplied by ZealiD ("ZealiD Technology") and, notwithstanding anything contained in this Reseller Agreement to the contrary, Reseller will not :

- A. modify, export, or re-export, either directly or indirectly, any ZealiD Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses that any country imposes on Export Control;



- B. provide ZealiD Technology, directly or indirectly, to any person or entity located in a country or region that is subject to a comprehensive trade embargo by the United States or to a proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List", the European Commission's "Consolidated list of persons, groups and entities subject to EU financial sanctions", the United Kingdom HM Treasury's Office of Financial Sanctions Implementation's "Consolidated List of Financial Sanctions Targets in the UK", or such other applicable lists; or (c) export or re-export ZealiD Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. ZealiD shall have the right to suspend performance of any of its obligations under this Agreement, without prior notice being required and without any liability to Reseller, if Reseller fails to comply with this provision.

10. **TERM & TERMINATION**

10.1 **Term**

- 10.1.1 This Reseller Agreement commences on the date stated on the front page and continues until terminated.

10.2 **Termination of Convenience**

- 10.2.1 Either party may terminate this Reseller Agreement for convenience upon ninety (90) days' prior written notice to the other Party. The preceding sentence also applies to any addendum, unless the addendum expressly provides otherwise.

10.3 **Termination of Cause**

- 10.3.1 ZealiD may terminate this Agreement, including any Addendum, immediately if Reseller:

- C. materially breach this Agreement (including any appendices or addenda thereto) and fail to remedy the material breach within ten (10) days after receiving notice of the material breach;
- D. engage in illegal or fraudulent activity in connection with this Agreement or in activity that could otherwise materially harm ZealiD's business in connection with this Agreement;



- E. have a receiver, trustee, or liquidator appointed over substantially all of Reseller assets;
- F. have an involuntary bankruptcy proceeding filed against Reseller that is not dismissed within 30 days of filing; or
- G. file a voluntary petition of bankruptcy or reorganization.

10.4 **Effect of Termination**

10.4.1 Upon the expiration or termination of this Agreement, Reseller shall cease selling, marketing, promoting, and purchasing Services, except to the extent permitted under the terms of an Addendum that has not yet expired or terminated. Any expiration or termination of this Agreement do not

- A. discharge any obligation(s) that have accrued, or
- B. entitle the Reseller to any refund, including any minimum commitment fee. Reseller may invoice and/or collect payment from Reseller Customers with outstanding balances. Expiration or termination of this Agreement for any reason shall not affect any Customer Agreement and Addenda and ZealiD shall continue to support the Services that were purchased prior to termination, for the validity periods thereof, provided Reseller not in breach of this Agreement and the applicable Reseller Customers of the Services are not in breach of their Customer Agreement.

11. **NON SOLICITATION**

11.1 **Non-solicitation**

11.1.1 Reseller shall not market, solicit, or sell the Services to any current customer of ZealiD or its affiliates. Reseller shall not solicit any such customer to switch to a different service provider or to a different ZealiD account during the term of this Reseller Agreement and for a period of 12 months after the expiration of this Reseller Agreement. Notwithstanding anything to the contrary in this section, Reseller is not restricted from responding to an inbound inquiry from any customer, including customers of ZealiD or its affiliates, or from reselling Services within the scope of such inbound inquiry.

12. **GOVERNING LAW AND VENUE**

12.1 **Governing Law and Jurisdiction**

This Reseller Agreement shall be governed by Swedish law, without application of its conflict of laws principles.



12.2 Arbitration

Any dispute, controversy or claim arising out of or in connection with this Reseller Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of the arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be English.

13. SIGNATURES

This Agreement is signed in to identical copies, whereas each Party holds a copy.

Signed on behalf of
[NAME OF PARTY]

Signed on behalf of
[NAME OF PARTY]

.....
(NAME AND TITLE)

.....
(NAME AND TITLE)

.....
(NAME AND TITLE)

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(NAME AND TITLE)