



Master Services Agreement for ZealiD Services

This Agreement is between

- A. **ZealiD AB**, (hereinafter “ZealiD”), a Swedish Corporation with company number 556972-4288, with address Box 3437, 111 56 Stockholm, Sweden.

and

- B. **Customer** as set forth in a separate Order Form referring to this Master Service Agreement (hereinafter “Customer”).

HAVING AGREED TO THE FACT THAT

- I. Customer wishes to use the Services to provide its customers with a qualified electronic signature solution and acquire identification data;
- II. ZealiD will deliver the Services to Customer.

HAVE AGREED AS FOLLOWS

Definitions

| | |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | |
| Service Specification | A specification of the software service that is published from time to time on zealid.com/repository and outlines the deliverables of parties. Service specification also includes Service Levels. |

| | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement | this mutually agreed upon agreement which outlines the specific terms and conditions set forth for the usage of Service |
| Certificate | A certificate is a vital component of a public key infrastructure (PKI). PKI is a system for the creation, storage, and distribution of digital certificates which are used to verify that a particular public key belongs to a certain entity (natural person in the case of ZealiD). |
| Effective Date | Date this Agreement is signed by duly authorized representatives of both parties. |
| Identification Data | Relevant identification data arising from the Registration. |
| Intellectual Property Rights | All now known or hereafter existing rights associated with intangible property including, but not limited to, registered and unregistered United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated). |
| Registration | The process of remote identity vetting carried out by ZealiD vis-a-vis a Subscriber (end user) in the ZealiD Smartphone Application. |
| Service | Any type of electronic signatures, related identification data, authentication, software, APIs that ZealiD makes available to Customer as described in this Agreement. Service may be updated, upgraded, or revised from time to time in which case ZealiD will inform Customer prior to an update, upgrade or revision that materially impacts the Services. Updates, upgrades, or revisions will not adversely affect the Services or materially change the performance or functionalities of the Services in such a way that they no longer comply with the intended use (the qualified signature) by Customer. |
| Subscriber | A natural person and user of ZealiD Smartphone Application that subscribes to an electronic certificate issued by ZealiD's PKI and Certificate Authority Services. |
| ZealiD Materials | hard or electronic copies of any ZealiD technical manual, sales and marketing material, hardware, or |

| | |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | software related to the Service that ZealiD makes available to Customer. |
| ZealiD Smartphone Application | A smartphone application available on iOS and Android platform allowing ZealiD to Register and issue Certificate to a Subscriber. The Subscriber can use the ZealiD smartphone app to sign electronically, register for new services and authenticate. |

1. Service

1.1. The Service

Subject to Customer’s compliance with the terms and conditions of this Agreement, ZealiD hereby grants Customer permission, during the term of this Agreement, to use the Service (in the form made available by ZealiD to Customer) and related Service packages.

The specific scope of Service is described in:

- Service Specification as published on the ZealiD repository from time to time <http://www.zealid.com/repository>.
- Service related Practice Statements under eIDAS regulation as published from time to time on <http://www.zealid.com/repository>. These are the QeID Certificate Practice Statement (“CPS”) and TRA Trust Service Practice Statement (“TSPS”).

If Customer has been granted API access to the Service by ZealiD, then ZealiD hereby grants to Customer a non-exclusive, non-transferable, non sublicensable, limited license during the term of this Agreement to install, access, use and make calls, to and from such API solely for the purpose of facilitating Customer’s use of the Service (and its tools and functionalities) directly from Customer’s internal systems.

1.2. Service Packages

This Agreement applies to each Service Package delivered to Customer by ZealiD, regardless of: (i) the Service type or (ii) the amount or extent of data delivered

With respect to any electronic signatures or identification data provided by ZealiD to Customer hereunder, the parties acknowledge and agree that the end user (“Subscriber”) of ZealiD Smartphone Application will have dedicated terms and conditions available on www.zealid.com/repository. The Subscriber agreement, as required under eIDAS, applicable industry standards, guidelines and requirements related to the issuance of Certificates are agreed between ZealiD and the Subscriber.



1.3. Scanning

Customer will not scan ZealiD IP addresses (including through automated means) without obtaining prior written consent from ZealiD. ZealiD reserves the right to block an IP address that has been used to initiate connections that are not related to normal use of Service without ZealiD's prior written consent. Examples of non-normal use connections include, but are not limited to, vulnerability or load/performance scans. ZealiD may block any access to the Service or if ZealiD believes a system has initiated excessive connections to the Service.

1.4. Signatures and Identification Data

Customer will order, manage, and use electronic signatures and Subscriber personal data from ZealiD based on Subscriber interaction with ZealiD Smartphone Application (signing, authentication and registration) and ZealiD web and app resources. ZealiD will provide and manage the Service in accordance with the Service Specifications and its Practice Statements (as referred to under clause 1.1) and Subscriber terms and conditions. ZealiD warrants that the electronic signatures provided to Customer as part of the Services qualify as qualified electronic signatures under applicable law (e.g. eIDAS Regulation) and that the Certificates offered under this Agreement will comply to the requirements in the CPS and with applicable law.

The Subscriber agrees to registration, Subscriber terms and conditions and certificate acceptance at the time of registration. Subscriber will authenticate prior to any transaction performed as part of the Service.

1.5. Resale

Unless otherwise agreed in writing, if Customer purchases Service on behalf, or for the use of, anyone other than Customer or an Affiliate of Customer (including employees or contractors of Customer or an Affiliate of Customer), then Customer agrees that Customer imposes in writing all conditions which are applicable on the Customer on the basis of this Agreement to the other party, which will use the Services under the responsibility of Customer. For purposes of this Agreement, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

2. Intellectual Property Rights

2.1. ZealiD Intellectual Property Rights

ZealiD retains, and Customer will not obtain or claim, any title, interest, or ownership rights in the Services, including all software associated with the Service, or techniques and ideas embedded therein; all copies or derivative works of such products or services or software provided by ZealiD and owned by ZealiD, regardless of who produced, requested, or suggested the copy or derivative work; all documentation and marketing material provided



by ZealiD to Customer; and all of ZealiD's copyrights, patent rights, trade secret rights and other proprietary rights.

2.2. Restrictions

Customer will protect ZealiD's intellectual property, and the value, good will, and reputation associated with it when accessing or using the Service. Customer will not: (i) attempt to interfere with, or disrupt the operations of, the Service or attempt to gain access to any systems or networks that connect thereto, except as required to access and use the Service as permitted hereunder, (ii) re-engineer, reverse engineer, decompile or disassemble any portion of the Service; (iii) use, copy or modify the Service for any purpose other than as expressly permitted herein; (iv) transfer, sublicense, lease, rent, lend, distribute or otherwise make available the Service to any third party other than as expressly permitted herein; (v) replicate, frame or mirror the Service; (vi) remove, erase or tamper with any copyright or other proprietary notice encoded or recorded in the Service; (vii) introduce into the Service any computer virus, malware, software lock or other such harmful program or data which destroys, erases, damages or otherwise disrupts the normal operation of the Service or allows for unauthorized access to the Service, (viii) access, or allow another party to access or use, the Service for any benchmarking purposes without ZealiD's prior consent or to develop or improve a product or service that competes with ZealiD, notwithstanding Customer's right to independently develop a competing product, provided such product is not the result of a breach of the Intellectual Property, confidentiality or know how obligations under this Agreement. (ix) impersonate or misrepresent Customer's affiliation with any entity, or (x) encourage or authorize a third party to do any of the foregoing. ZealiD may terminate this Agreement or Customer's Control Panel Accounts, restrict Customer's access to the Service, or revoke the Certificates if ZealiD reasonably believes that Customer is using the Service, to post or make accessible any material that infringes ZealiD's or any third party's rights or is in breach of this Agreement. Customer will not use any marketing material or documentation that refers to ZealiD or its products or Service without receiving written prior approval from ZealiD via ZealiD, except as outlined in Section 2.4 (Mark License).

2.3. Trademark Usage

Customer agrees that ZealiD may use Customer's name and trademark to perform its obligations under this Agreement and to indicate that Customer is receiving the Service, provided that such use would not foreseeably diminish or damage Customer's rights in any of its trademarks, create a misrepresentation of the parties' relationship, or diminish or damage a party's reputation. Neither party may register or claim any right in the other party's trademarks. Customer grants ZealiD a right to use the trademark of Customer included in the Certificate to the extent necessary to operate such Certificate. Any other use of Customer's name or trademark is prohibited.

2.4. Mark License

ZealiD may make certain marks available for Customer, that will be provided by ZealiD to Customer, to display to indicate that a particular Certificate has been issued for a particular Customer property (each, a "Mark"). Effective upon issuance of the applicable Certificate,

and only for so long as such Certificate remains valid, and Customer is in full compliance with all applicable terms related thereto, ZealiD grants to Customer a limited license during the validity period of the applicable Certificate to display the applicable Mark (in the form provided by ZealiD to Customer) to accurately and not misleadingly indicate the applicable Certificate on Customer's products, domain names or services. Customer agrees to not modify Marks in any manner or use or display Marks for any inappropriate purpose or in any way that could misrepresent the parties' relationship or diminish or damage ZealiD's reputation or the goodwill associated with any Mark or other ZealiD trademarks or service marks, including using a Mark or Certificate with a website that could be considered associated with crime, fraud, deception, defamation, libel, obscenity, misappropriation or infringement or that is otherwise reasonably objectionable to ZealiD. All goodwill arising in connection with the use of Marks will inure to the benefit of ZealiD, unless agreed otherwise..

3. Confidentiality

3.1. Confidential Information

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").

Confidential Information includes:

- A. the terms of this Agreement;
- B. ZealiD Materials;
- C. information which concerns technical details of operation of any of Service; 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 judgment, to be confidential.

3.2. Non disclosure

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 Agreements 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. 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 expressions of the Confidential Information or, at the Disclosing Party's option, destroy all such Confidential Information as the Disclosing Party may require; 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.

3.3. Exclusions

The Receiving Party's obligations under Sections 3.1 and 3.2 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.

4. Privacy

Customer consents, for itself, its users and contacts, to provide certain required information relating to an identified or identifiable natural person ("Personal Data"), which is necessary for use of the Service, and which will be processed and used in accordance with the respective privacy statement specific to the Service. The privacy statements applicable to our Service are available at <https://www.ZealiD.com/repository/> (each, as updated from time to time, a "Privacy Policy").

5. Term & Termination

5.1. Term

This Agreement commences on the Effective Date and shall remain in force for as long as the Agreement is in force or until terminated earlier.

5.2. Termination

A party may terminate the Services immediately if the other party: (i) materially breaches this Agreement and fails to remedy the material breach within thirty (30) days after receiving notice of the material breach (except that any breach by Customer of the Practice Statements will be deemed a material breach of this Agreement for which ZealiD can immediately terminate this Agreement without a remedy period); (ii) engages in illegal or fraudulent activity in connection with this Agreement ; (iii) has a receiver, trustee, or liquidator appointed over substantially all of its assets; (iv) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing; or (v) files a voluntary petition of bankruptcy or reorganization.

5.3. Effect of Termination

Upon expiration or termination of the Agreement: (i) except as otherwise specified, all other rights and licenses granted herein terminate, (ii) each party will immediately discontinue all representations or statements that could imply that a relationship exists between ZealiD and Customer; (iii) each party will continue to comply with the confidentiality requirements in this Agreement; and (iv) Customer will, within 30 days of the date of termination, pay to ZealiD any fees, or part thereof, still owed as of the date of termination and destroy or deliver to ZealiD all sales manuals, price lists, literature and other materials relating to ZealiD.

5.4. Survival

The Practice Statement provisions, and any applicable sections herein or appendices that specifically state they survive termination of this Agreement, will survive expiration or termination of this Agreement. In addition, the obligations and representations of the parties under Section 3(Confidentiality), Section 5 (Termination), Section 6 (Disclaimers of Warranties, Limitation of Liability, and Indemnification), and Section 7 (Miscellaneous) survive expiration or termination of this Agreement. Customer's obligation to pay all amounts owed by Customer to ZealiD survive termination of this Agreement.

6. Warranties, Indemnification and Limitations of Liability

6.1. Warranties

ZealiD warrants the Certificates offered under this Agreement will comply in all material respects to the requirements in the CPS and with applicable law.

6.2. Disclaimers

Other than provisions in 561 the Service and any related software is provided "as is" and "as available" and to the maximum extent permitted by law, ZealiD disclaims all express and implied warranties, including warranties of merchantability, fitness for a particular purpose and non-infringement.

ZealiD does not warrant that any service or product will meet Customer's expectations or that access to the Service will be timely or error free. . Customer's sole remedy for a defect in



the Service is for ZealiD to use commercially reasonable efforts, upon notice of such defect from Customer, to correct the defect, except that ZealiD has no obligation to correct defects that arise from (i) misuse, damage, modification or damage of the Service or combination of the Service with other products and Service by parties other than ZealiD, or (ii) Customer's breach of any provision of this Agreement.

6.3. Limitation of Liability

This Agreement does not limit a party's liability for: (i) death or personal injury resulting from the negligence of a party; (ii) gross negligence or wilful, or (iii) fraud or fraudulent statements made by a party to the other party in connection with this Agreement.

To the fullest extent permitted by applicable law a party will not be liable for any special, indirect, incidental, consequential, or punitive damages (including any damages arising from loss of use, loss of data, lost profits, business interruption, or costs of procuring substitute software or service) arising out of or relating to this Agreement or the subject matter hereof.

A party's total liability under the Agreement is maximised to the most recent 12 months payments from Customer to reseller of the Services from the time when the claim arose. If 12 months have not yet gone by, then the average monthly payments multiplied with 12.

6.4. Indemnification

Customer will indemnify, defend and hold harmless ZealiD and ZealiD's employees, officers, directors, shareholders, Affiliates, and assigns (each an "Indemnified Party") against all third party claims and all related liabilities, damages, and costs, including reasonable attorneys' fees, arising from (i) Customer's breach of this Agreement; (ii) Customer's online properties for which ZealiD provides Service hereunder, or the technology or content embodied therein or made available through such properties; (iii) ZealiD's access or use in compliance with this Agreement of any information, systems, data or materials provided by or on behalf of Customer to ZealiD hereunder, (iv) Customer's failure to protect the authentication mechanisms used to secure the Service; (v) Customer's modification of a ZealiD product or service or combination of a ZealiD product or service with any product or service not provided by ZealiD; (vi) an allegation that personal injury or property damage was caused by the fault or negligence of Customer; (vii) an allegation that the Customer, or an agent of Customer, used ZealiD's Service to infringe on the rights of a third party.

7. Miscellaneous

7.1. Amendments

ZealiD may amend: (i) the Practice Statements underlying the Service; (ii) the Privacy Policy; and (iii) any Subscriber Terms and Conditions at any time and ZealiD will give written notice (including e-mail) of any material changes. If such an amendment materially and adversely

affects Customer's rights herein, Customer will have the right to (partially) terminate the Agreement during the 30-day period after ZealiD's notice of such amendment, by providing written notice (including e-mail) of termination to ZealiD in which case Customer will only be required to pay the fees until the Agreement is terminated. Customer's continued use of the Service after 30 days of ZealiD's notice of the amendment constitutes Customer's acceptance of the amendment.

7.2. Waiver and Severability

No waiver of any right by either party under this Agreement will be of any effect unless such waiver is express, in writing, and signed by the waiving party. Any purported waiver not consistent with the foregoing is void. If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained are not, in any way, affected or impaired thereby.

The invalidity or unenforceability of any provision of this Agreement, as determined by a court or administrative body of competent jurisdiction, will not affect the validity or enforceability of the remainder of this Agreement, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

7.3. Relationship

The parties are independent contractors and not agents or employees of each other. Neither party has the power to bind or obligate the other or to make any statements, representations, warranties or commitments on behalf of the other party. Each party is responsible for its own expenses and employees.

7.4. Notices

A Customer will make all notices, demands or requests to ZealiD with respect to this Agreement in writing to: legal@zealid.com and support@zealid.com.

7.5. Governing Law and Jurisdiction

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

7.6. Dispute Resolution

To the extent permitted by law, before a party files suit or initiates an arbitration claim with respect to a dispute involving any aspect of this Agreement, the party shall notify the other party for the purpose of seeking business resolution. Both Customer and ZealiD shall make good faith efforts to resolve such disputes via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law and as specified under this Agreement.

7.7. Compliance with Law

Each party shall comply with all applicable laws and regulations in connection with its performance under this Agreement.

7.8. Arbitration

Any dispute arising out of or in connection with this 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.