

PARTNER TERMS AND CONDITIONS

EVIDOS B.V.

Version 1.0

Date 21 December 2018

These Partner Terms and Conditions apply to every Partner Agreement of Evidos B.V. and form an integral part of every Partner Agreement between Evidos B.V. and the Partner. Any provisions or terms and conditions stipulated by the Partner that differ from, or do not appear in, these Partner Terms and Conditions are binding upon Evidos B.V. only if and to the extent that they have been expressly accepted by Evidos B.V. in writing.

ARTICLE 1. DEFINITIONS

Capitalised terms in these Partner Terms and Conditions have the following meanings.

- 1.1 **API link:** a link made available to the Partner following registration that facilitates automated use of the Services from the Partner's Link.
- 1.2 **Service or Services:** Evidos' service or services in respect of which the Partner will act as intermediary in the formation of Client Agreements, as described on the Website.
- 1.3 **Evidos:** the company Evidos B.V., trading under the trade names Evidos, Signhost and Ondertekenen.nl among others, and registered with the Chamber of Commerce under company number 56686331.
- 1.4 **Client or Clients:** the natural or legal entity with whom or with which Evidos has entered into a Client Agreement, formed with the Partner acting as intermediary.
- 1.5 **Link:** the link between the Services and the Software developed and/or provided by the Partner.
- 1.6 **Client Agreement or Client Agreements:** an agreement concluded between Evidos and the Client that was formed with the Partner acting as intermediary.
- 1.7 **Partner:** the natural or legal entity with whom or with which Evidos has entered into a Partner Agreement.
- 1.8 **Partner Agreement:** any agreement between Evidos and the Partner on the basis of which the Partner and Evidos cooperate, including the option where the Partner acts as intermediary in respect of the formation of Client Agreements and the Partner uses the Services for promotional purposes.
- 1.9 **Partner Terms and Conditions:** the provisions set out in this document.
- 1.10 **Software:** the software supplied (online) by the Partner for which the Partner is developing or has developed the Link and within which the Services are integrated.
- 1.11 **Fee:** the fee that the Partner receives from Evidos for acting as intermediary for the Client Agreements as described in the Partner Agreement.
- 1.12 **Website:** Evidos' website.

ARTICLE 2. NATURE OF THE PARTNER AGREEMENT

- 2.1 By entering into the Partner Agreement, the Parties are not forming a partnership, general partnership, public partnership, joint venture or comparable cooperative arrangement. Neither Party is entitled to assume obligations for the other.

ARTICLE 3. OBLIGATIONS OF THE PARTNER

- 3.1 The partner will not perform any promotional activities which are prohibited under local legislation or which could harm Evidos' reputation or goodwill. Promotion through unsolicited

email communication (spam) and the provision of the Services, or pilot versions thereof, to Clients without express permission, in particular, is prohibited.

- 3.2 The Partner undertakes to provide current and potential Clients using the Services with honest and sincere advice on the Services. The Partner must refrain from providing information about the Services that could be misleading or difficult to prove.
- 3.3 The Partner guarantees that it will promote and demonstrate the Services to the Clients to the best of its ability and that its employees will be sufficiently informed and properly trained and qualified to perform their duties at all times.
- 3.4 The Partner will follow up on all advice given by Evidos and all the reasonable requests it makes to the extent that these relate to the performance of the Partner Agreement and do not compromise the Partner's independence.
- 3.5 The Partner will act under its own name and at its own risk and expense when promoting and demonstrating the Services. The Partner may not represent itself as being part of Evidos or an agent or employee of Evidos, unless otherwise expressly agreed upon in writing.
- 3.6 Under the scope of the Partner Agreement, the Partner is not permitted to resell the Services in its own name and at its own risk or to trade in the name of and at the expense of Evidos, unless otherwise agreed upon in writing.
- 3.7 If Evidos suspects or is made aware by a third party that the conditions set out in the previous paragraphs are being infringed, Evidos will be entitled to take all reasonable measures it considers necessary to end that infringement. Evidos will never be liable to pay compensation for damage resulting from such measures.

ARTICLE 4. OBLIGATIONS OF EVIDOS

- 4.1 Evidos will endeavour to warn the Partner in good time if it envisages a situation in which it proves impossible to enter into or perform new Client Agreements.
- 4.2 Evidos will regularly inform the Partner of matters regarding the Services that Evidos deems relevant for the Partner, such as technical developments, updates, patches, changes, etc.
- 4.3 Evidos will provide the Partner with promotional materials and other information about the Services at its own discretion. At the Partner's request, Evidos may also supply such materials for current and potential Clients.
- 4.4 The Client Agreement between Evidos and the Client will be formed at the time and in the manner stipulated by Evidos. Evidos and the Client will agree the prices at which and conditions under which the Services are supplied to the Client. The Partner will have no influence on those conditions and/or the formation. This is the responsibility of Evidos itself.

ARTICLE 5. LINK

- 5.1 If and to the extent that the Partner has its own Link with the Services or is developing one for them, the provisions of this Article will also apply.
- 5.2 The Partner is obliged to do everything that is reasonably required and desired to ensure that the Link is implemented correctly and in a timely manner. In particular, within a reasonable period, with a period of 14 days being deemed reasonable, and in a proper manner, the Partner will be required to implement new functions in respect of the Service in the Link to ensure that the Link operates with optimum efficiency in conjunction with the Services. Responsibility for the proper functioning of the Link rests with the Partner at all times.
- 5.3 The Partner will take adequate technical and organisational measures, including security measures, in relation to the Link. The Partner will comply with all reasonable instructions given by Evidos.
- 5.4 The Partner will make every effort to ensure the uninterrupted availability of the Link. In the event that the Link is not available, the Partner will ensure that the interruption is resolved as quickly as possible.

- 5.5 In the event that the Link is unavailable due to failure, maintenance or other causes, the Partner will make every effort to inform Evidos and the Clients of the nature of the interruption and its expected duration without delay. The Partner will appoint a permanent contact person who will handle questions and/or complaints of Clients and/or Evidos.
- 5.6 Unless otherwise agreed, the Partner guarantees that it will develop and provide the Link to the best of its ability, exercising due care and expertise.
- 5.7 The Partner guarantees that the Link and/or the Software will not be used for activities that contravene applicable legislation or regulations and that the Link does not infringe the rights of third parties. The Partner further guarantees that the Link is free of defects, suitable for the link with Services and complies with any security and quality standards communicated by Evidos.
- 5.8 At Evidos' request, the Partner will keep a test environment in respect of the Link available for Evidos.

ARTICLE 6. PRICES

- 6.1 The prices for the Services applicable to Clients are stated on the Website. Unless expressly stated otherwise with regard to an amount, all the prices stated by Evidos are exclusive of turnover tax and other duties levied by the government.
- 6.2 Evidos is entitled to change or deviate from the prices as stated on the Website at any time. Evidos will endeavour to notify the Partner of price changes and, in such cases, will communicate the most recent prices to the Partner.

ARTICLE 7. REGISTRATION OF CLIENTS

- 7.1 If and to the extent that the Partner acts as intermediary and introduces new Clients in the process, the provisions of this Article will also apply.
- 7.2 To register a potential Client, the Partner must register that Client in the manner as communicated by Evidos. Evidos is entitled to refuse the registration of a Client if Evidos has already had contact with the Client concerned or if Evidos adduces other sound reasons.
- 7.3 The Partner will fully cooperate with Evidos and/or Clients where such is necessary for the linking of the Link, the API Link and/or the Services, including – but not limited to – the entering of data, log-in details, user tokens and/or other identifying data. The Partner will inform Clients of how that link should be effected.

ARTICLE 8. COMMERCIAL AGREEMENTS

- 8.1 If and to the extent that the Parties agree separately in the Partner Agreement, certain commercial agreements may be made. Commercial agreements may pertain, for example, to access to the Services at a reduced rate, the receipt of a Fee or obtaining access to documentation. However, Evidos will under no circumstances be obliged to make additional commercial agreements with the Partner. The Partner is aware that simply being entitled to supply the Link with the Services can already be regarded as a commercial advantage. Where the Fee is part of such commercial agreements, the provisions of Article 9 of these Partner Terms and Conditions will apply.
- 8.2 Evidos has the right to amend such commercial agreements. Evidos will inform the Partner in advance of any such amendments. If the Partner cannot accept such amended commercial agreements, it will be entitled to terminate the Partner Agreement by giving notice.

ARTICLE 9. FEE

- 9.1 If and to the extent that the Parties have agreed separately in writing that the Partner is eligible for a Fee, as part of the commercial agreements, the provisions of this Article will also apply.

- 9.2 Throughout the term of the Partner Agreement, the Partner will be entitled to the Fee as detailed in the Partner Agreement and under the conditions stated in it.
- 9.3 The entitlement to a Fee accrues to the Partner if Evidos has accepted the Client Agreement, issued invoices and received all the fees due under the Client Agreement from the Client.
- 9.4 The Partner will not be entitled to a Fee if:
- a) the Client Agreement between Evidos and the Client was formed without the Partner acting as intermediary, unless the Partner can demonstrate, with substantiation, that it acted as intermediary in the formation of the Client Agreement and has met the conditions under the Partner Agreement;
 - b) Evidos does not accept the registration of the Client and/or no valid Client Agreement has been formed.
- 9.5 For the duration of the Partner Agreement, after a period of twelve (12) months has expired, Evidos will send the Partner a list of the Client Agreements formed where the Partner acted as intermediary and detailing the Fee to which the Partner is entitled. A similar list will also be sent to the Partner as soon as possible after the termination of the Partner Agreement.
- 9.6 The Partner is obliged to verify the list referred to in the previous paragraph. If the Partner does not agree with the contents of the list, it must inform Evidos of this in writing within fourteen (14) days of receipt of the list. If the Partner fails to transmit its objections in writing within that period, the list will be regarded as having been accepted.
- 9.7 Evidos will be entitled to adjust the Fee, as well as the conditions and calculations applicable to it. Evidos will in all cases notify the Partner of any changes in writing not less than thirty (30) days before they take effect.
- 9.8 If the Partner does not wish to accept a change or addition, the Partner may give notice to terminate the Partner Agreement until the date it takes effect. If the Partner continues to act as intermediary in the formation of Client Agreements between Evidos and the Client after the effective date, such action will be regarded as acceptance of the changed or supplemented conditions.
- 9.9 Evidos will be entitled to impose a sales target on the Partner, including, among other things, the value of new Client Agreements formed with the Partner acting as intermediary. If the Partner fails to reach the sales target, Evidos will be entitled to stop paying the recurring Fee, i.e. the Fee received by the Partner in relation to Client Agreements already concluded.
- 9.10 The Parties agree that registration of a Client as referred to in Article 7 is required for the Partner to be eligible for the Fee.
- 9.11 The Partner will not claim any remuneration other than the Fee.

ARTICLE 10. TERMS OF PAYMENT

- 10.1 If and in so far as the Parties have agreed separately in writing that the Partner is eligible for the Fee, the provisions of this Article will also apply.
- 10.2 The Partner will send an invoice based on the list sent by Evidos, as referred to in Article 9.5, to Evidos in respect of the Fee.
- 10.3 The Partner is entitled to invoice electronically. Invoices will be sent in PDF or another appropriate format to the Evidos email address known to the Partner.
- 10.4 Evidos will endeavour to pay the invoice amount into the bank account indicated by the Partner within 30 days of the invoice date.
- 10.5 If Evidos does not agree with the amount invoiced by the Partner, it will be entitled to suspend payment until agreement is reached. In such cases, Evidos will notify the Partner to this effect within the payment period.
- 10.6 Evidos will be entitled to offset invoiced amounts against other outstanding amounts owed to it, without the Partner's prior consent. Evidos will notify the Partner of any such offset as soon as possible.

ARTICLE 11. EVALUATION

- 11.1 The Parties will ensure the good quality of their activities. The level of that quality will be established annually by the Parties jointly.
- 11.2 At the end of each year, the Parties will jointly evaluate whether the activities are of the required level of quality. Evidos will be entitled to give reasonable instructions to the Partner, which instructions the Partner will follow, if Evidos believes that the quality of the Link has not attained the agreed level and/or if the number of Client Agreements formed with the Partner acting as intermediary is below that expected by Evidos.

ARTICLE 12. NON-COMPETE

- 12.1 Except with the written consent of Evidos, for the duration of the Partner Agreement and for one (1) year after it has ended, the Partner will refrain from employing any of Evidos' employees who have been engaged in the performance of the Partner Agreement during its term or allow them to work for it either directly or indirectly in any other way, nor make any attempts to that end.
- 12.2 Except with the written consent of Evidos, for the duration of the Partner Agreement and one (1) year after it has ended, the Partner will refrain from developing and/or operating competing services.

ARTICLE 13. DURATION AND TERMINATION

- 13.1 The Partner Agreement will be entered into for the duration stated in the Partner Agreement, If no duration is stated, the Partner Agreement will be entered into for the duration of twelve (12) months. If it is not terminated in writing in a timely manner before the end of the aforementioned period, with due observance of the notice period, the Partner Agreement will be automatically renewed for the same period, unless agreed otherwise in writing. Both Parties will observe a notice period of one (1) month.
- 13.2 Evidos is authorised to dissolve the Partner Agreement, wholly or in part, at its discretion, with immediate effect, without any further notice of default, in the event, and at the point in time, that:
- a) the Partner is granted suspension of payments;
 - b) the Partner is declared bankrupt;
 - c) the control over, or the deciding vote in the Partner becomes vested in a third party;
 - d) the Partner defaults on a material obligation under the Partner Agreement;
 - e) the Partner is taken over by a party that can be regarded as a direct or indirect competitor, or the Partner starts competing with Evidos in any other way;
 - f) Evidos finds that cooperation with the Partner does not meet its expectations.

ARTICLE 14. AMENDMENTS

- 14.1 Evidos reserves the right to amend or supplement the Partner Terms and Conditions. Amendments also apply to Partner Agreements already entered into, and will take effect thirty (30) days following the announcement of the amendment.
- 14.2 Amendments will be announced on the Website, by means of an email to the Partner or via any other channel that allows Evidos to prove that the Client received the announcement. Non-substantive minor changes can be implemented at all times, without requiring notification.
- 14.3 If the Partner does not wish to accept an amendment, it must inform Evidos thereof within fourteen (14) days of being notified, stating reasons. This may give Evidos cause to review the amendment. If Evidos does not subsequently retract the amendment, the Partner may terminate

the Partner Agreement with effect from the date on which the new terms and conditions take effect.

ARTICLE 15. OTHER PROVISIONS

- 15.1 The Partner Agreement is subject to Evidos' General Terms and Conditions (version 1.0 – 16 March 2018), which can be consulted on Evidos' website at <https://www.evidos.nl/algemene-voorwaarden>.
- 15.2 The Partner Agreement is subject to Dutch law.
- 15.3 To the extent that the rules of mandatory law do not prescribe otherwise, any and all disputes that may arise from the Partner Agreement will be submitted to the competent Dutch court in the district in which Evidos has its offices.
- 15.4 If any provisions in the Partner Agreement are declared null and void, this will not affect the validity of the entire Partner Agreement. In such case, the parties will stipulate a new provision or new provisions to replace any such provisions, reflecting the purport of the original Partner Agreement and the Partner Terms and Conditions as far as legally possible.
- 15.5 Evidos is entitled to assign its rights and obligations under the Partner Agreement to a third party that takes over the service or the relevant business activity from Evidos.