

Agreement on the Brokering of Identification Events and on Other Collaboration in the Trust Network

1. Parties to the Agreement

Identification Device Provider

and

Broker Service Provider

2. Definitions

For the purposes of this Agreement on the Brokering of Identification Events and on Other Collaboration in the Trust Network ('Agreement'),

eService

means a customer of the Broker Service Provider to whom the Broker Service Provider transmits identification data received from the Identification Device Provider;

Code of Conduct

means the Code of Conduct for Identification Service Trust Network issued by the Finnish Communications Regulatory Authority FICORA No 216/2017 S (3 July 2017);

Confidential Information

means technical, commercial or financial information of a Party, companies in the same group with a Party or subcontractors of a Party that is marked as confidential or that should be understood to be confidential;

Trust Network

means the network of identification service providers who have made a notification to FICORA as referred to in section 12a of the Act on Strong Electronic Identification and Electronic Signatures (617/2009, 'the Identification Act');

Privacy Notice

means an Annex to the FICORA Recommendation 216/2017 S titled 'Processing of personal data in a trust network for electronic identification' (3 July 2017);

Identification Service

means the strong electronic identification service of the Identification Device Provider in which Identification Device Holders are identified on the basis of their Identification Device;

Identification Event

means a chain of events where an Identification Device Holder is identified by an eService who relies on the Broker Service and the Identification Service to detect the identity or other character of the Identification Device Holder;

Identification Device

means an identification device issued by the Identification Device Provider to its customers. As a rule, such devices are universal in nature and do not involve any use restrictions. Possible restrictions are agreed between the Parties in Appendix 1;

Identification Device Holder

means a customer of the Identification Device Provider to whom the Identification Device Provider has issued an Identification Device; and

Broker Service

means the identification broker service of the Broker Service Provider who transmits identification events and data from the Identification Service to eServices.

3. Background and purpose of the Agreement

The Identification Device Provider offers a strong electronic Identification Service and issues Identification Devices to Identification Device Holders so that it can reliably identify the Identification Device Holders on behalf of eServices.

The Broker Service Provider offers a Broker Service and transmits Identification Events between the Identification Device Provider and eServices.

The Identification Device Provider and the Broker Service Provider are registered in the register of providers offering strong electronic identification services maintained by FICORA. The Parties are also members of the Trust Network, which enables the brokering of Identification Events performed using different Identification Devices to eServices via interoperable technical and administrative arrangements.

4. Object and interpretation of the Agreement

In this Agreement, the Parties agree that the Broker Service Provider has the right to transmit Identification Events between the Identification Service of the Identification Device Provider and eServices. To this end, the Identification Device Provider's Identification Service will be technically connected to the Broker Service Provider's Broker Service.

The purpose of the Agreement is to agree on the rights and obligations of the Parties regarding collaboration in the Trust Network and on other terms and conditions to be observed in the collaboration.

The Broker Service Provider connects eServices to their Broker Service so that the Identification Device of the Identification Device Provider is offered to these services as one identification device available to their customers.

The Identification Device Provider commits to treating the Broker Service Provider in an equal and non-discriminatory manner and to offer a corresponding service level to the Broker Service Provider's Broker Service as it offers to the eServices to which it provides brokering services itself.

Regarding the brokering of Identification Events performed within the Trust Network, the objective of the Parties is that the Broker Service is available 24 hours, seven days a week, excluding any servicing, service update, maintenance, disruptions or faults that cause breaks in the availability of the Identification Service.

Each Party is responsible for ensuring that individual Identification Events are recorded and archived as required by law.

The purpose of this Agreement is not to amend any obligations or rights of the Parties relating to the Trust Network that arise from mandatory law or FICORA regulations.

This Agreement is non-exclusive and does not prevent either Party from concluding similar agreements with other service providers.

5. Appendices to the Agreement

The following appendices form an integral part of this Agreement:

Appendix 1	Pricing
Appendix 2	Service description
Appendix 3	Contact persons

6. General rights and obligations of the Parties

The Identification Device Provider is responsible for ensuring that:

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- its Identification Service and activities within the meaning of this Agreement fulfil all regulatory requirements and any requirements issued under law;
- the initial identification of an Identification Device Holder is carried out in an appropriate manner and so that the Identification Device Provider assumes the liability for any damage arising from incorrect initial identification of an Identification Device Holder;
- all contractual or technical use restrictions concerning the Identification Devices are disclosed to the Broker Service Provider or otherwise clearly observable and that the Parties have separately agreed on such a restriction beforehand;
- Identification Device Holders have the opportunity to make a notification regarding loss of or an unauthorised access to or unauthorised use of an Identification Device at any time necessary. Once the Identification Device Provider receives such a notification, it must immediately cancel or prevent the use of the relevant Identification Device and appropriately and without any delay record in its systems the time when the device or its use was cancelled;
- the technical interface of the Identification Service is implemented and maintained in accordance with Appendix 2 (Service description) and that the interface is interoperable with the Broker Service interface described in Appendix 2 (Service description); and

- the Identification Service meets the service level requirements agreed in Appendix 2 (Service description). The Identification Device Provider understands that the availability of the Identification Service plays a key role in the operation of the Trust Network.

The Identification Device Provider is also responsible for the development of its services connected to the technical infrastructure of the Trust Network, as well as for the development of the Identification Service. The Identification Device Provider has the right to independently determine any use and other conditions and prices that it offers to its own customers, i.e. Identification Device Holders.

The Broker Service Provider is responsible for ensuring:

- that its Broker Service fulfil all regulatory requirements and any requirements issued under law
- that the technical interface of the Broker Service is implemented and maintained in accordance with Appendix 2 (Service description) and that the interface is interoperable with the Identification Service interface described in Appendix 2 (Service description).

The Broker Service Provider is also responsible for the development of its services connected to the technical infrastructure of the Trust Network, as well as for the development of the Broker Service. The Broker Service Provider has the right to independently determine any use and other conditions and prices that it offers to its own customers, i.e. eServices.

7. The interface and the minimum set of identification data

The Parties agree on the details of the interface to be implemented in Appendix 2 (Service description).

Regarding the minimum set of identification data, the Parties agree the following:

The Identification Device Provider's Identification Service commits to transmitting the minimum set of data relayed in the Trust Network to the interface as referred to in section 12 of FICORA Regulation No 72, including the information on the level of assurance of an Identification Event.

8. Intellectual property rights relating to the services

The Identification Device Provider holds all intellectual property rights concerning its Identification Service and related materials. This Agreement does not transfer any such

rights to the Broker Service Provider.

The Broker Service Provider holds all intellectual property rights concerning its Broker Service and related materials. This Agreement does not transfer any such rights to the Identification Device Provider.

9. Trademarks and marketing of the services

Unless otherwise stated later in this section, neither Party has the right to use the trade name or trademarks of the other Party in any other context than in connection with the provision of their service without the written consent from the other Party.

The Broker Service Provider has the right to use the trade name and trademark of the Identification Device Provider in the Broker Service and related materials as specified in the Code of Conduct. In addition, the Broker Service Provider has the right to use the trade name and trademark of the Identification Device Provider in the advertising and marketing of the Broker Service in accordance with the guidelines issued by the Identification Device Provider.

The Identification Device Provider has the right to use the trade name and trademark of the Broker Service Provider in the context of the collaboration between the Parties in the Trust Network in accordance with the guidelines issued by the Broker Service Provider.

The Broker Service Provider has the right to agree with an eService that the eService may use the trade name and trademark of the Identification Device Provider in accordance with the guidelines issued by the Identification Device Provider.

10. Confidentiality

Each Party commits to keeping confidential any Confidential Information they receive from the other Party irrespective of the form in which the Confidential Information was received or disclosed or whether the information is protected under intellectual property rights.

The receiving Party has the right to:

- use Confidential Information only for the purposes in accordance with this Agreement;
- copy Confidential Information only to the extent necessary for the purposes in accordance of this Agreement; and
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- disclose or reveal Confidential Information only to employees that need the Confidential Information for the purposes in accordance of this Agreement.

In addition, each Party has the right to disclose Confidential Information to companies belonging to the same group, as well as to any subcontractors that need the Confidential Information for the purposes in accordance of this Agreement.

Each Party has the liability to ensure that also their employees and possible subcontractors commit to the non-disclosure provisions agreed in this section 10.

The non-disclosure obligation does not, however, apply to materials or information:

- that are publicly available or otherwise public knowledge without the receiving Party breaching their non-disclosure obligation;
- that the receiving Party has received from a third party that is not covered by a non-disclosure obligation;
- that were held by the receiving Party without breaching any non-disclosure obligations already before receiving the information from the disclosing Party; or
- that the receiving Party had developed independently without utilising any Confidential Information received from the disclosing Party.

The non-disclosure obligations specified in this section 10 do not, however, prevent the receiving Party from disclosing or revealing any Confidential Information that it is obligated to disclose or reveal pursuant to law, regulations or other executive orders or court decisions ('Official Order') to the extent and insofar as the Official Order requires the receiving Party to disclose or reveal the Confidential Information to authorities, such as FICORA. However, disclosure or revealing the Confidential Information pursuant to an Official Order requires that the receiving Party immediately notifies the disclosing Party of the matter, unless such notification is prohibited in the Official Order. Notwithstanding the secrecy provisions agreed in this section 10, each Party has the right to disclose information within the Trust Network or to eServices in situations specified in section 4.7 of the Code of Conduct, with the exception of any business secrets of the Parties.

Once this Agreement is terminated or once the receiving Party no longer needs the materials for the purposes in accordance with this Agreement, the receiving Party must immediately stop using the Confidential Information it has received from the disclosing Party and return the materials and any copies thereof to the disclosing Party, unless the Parties agree that the materials should be destroyed. Nevertheless, each Party has the right to keep any information or copies thereof required under law or according to regulations of competent authorities in compliance with any obligations arising from such laws or regulations.

The rights and obligations under this section 10 shall survive the termination of this Agreement and remain valid for five (5) years after the termination of the Agreement,

unless an extended non-disclosure period is required under law or according to binding regulations of competent authorities.

11. Data protection and processing of personal data

The Parties commit to complying with the valid law and EU regulations in their processing of personal data. The Parties also commit to complying with the Privacy Notice.

Each Party is an independent data controller and is independently responsible for ensuring that they have an appropriate lawful reason to process personal data.

The Identification Device Provider is responsible for ensuring that it has an appropriate lawful reason, under the applicable law, to disclose the personal data of Identification Device Holders to the Broker Service Provider. For the purpose of providing its Broker Service, the Broker Service Provider has the right to disclose any personal data it has received from the Identification Device Provider in connection with Identification Events to the relevant eServices.

As a data controller, the Broker Service Provider is responsible for ensuring that it only discloses personal data of Identification Device Holder to eServices that have a lawful right to process personal identification numbers in their service.

As a data controller, each Party is responsible for providing the required information to the data subjects, ensuring the rights of the data subjects, and notifying the data protection authorities and data subjects of possible personal data breaches.

The Parties commit to only disclose personal data outside the European Economic Area if this is allowed under the applicable law governing the processing of personal data and provided that any potential additional legal requirements are met.

12. Costs

Each Party is responsible for its own costs arising from the technical connection of the services or from other maintenance costs relating to their services.

13. Prices, invoicing and terms of payment

The Identification Device Provider has the right to charge from the Broker Service Provider the Identification Event fee specified in Appendix 1 (Pricing). The Broker

Service Provider is not obligated to pay to the Identification Device Provider any other fees than the fee agreed in Appendix 1 (Pricing).

The Identification Device Provider invoices the fees referred to in Appendix 1 (Pricing) on a quarterly basis in the month following the last event month of the quarter. The payment term is 30 days net of the invoice date. The interest for late payment complies with the Interest Act.

14. Notifications and communication between the Parties

Any notifications relating to this Agreement must be addressed to the contact persons of the Parties specified in Appendix 3 (Contact persons) and submitted primarily by email in English.

Notifications sent by mail are considered to have been received by the other Party on the 7th day of the sending of the notification. Email notifications are considered to have been received on the following business day.

Each Party is responsible for notifying FICORA of any severe threats or disturbances in the operation or the information security of their service or in the use of an electronic identity as specified in the Code of Conduct.

Each Party is also responsible for notifying, without undue delay, the other Party of any information security threats, disturbances or failures affecting their own service or the service of the other Party to allow both Parties to anticipate such situations and take the necessary preparatory or corrective measures regarding their service. The Parties commit to also notifying other contracting parties in the Trust Network of such incidents. Furthermore, the Identification Device Provider commits to notifying Identification Device Holders and the Broker Service Provider commits to notifying eServices of such incidents independent of whether the disturbance was found in their own service or in the service of the other Party. If a threat, failure or disturbance requires notifying the public of the matter, the Parties commit to mutually agreeing on the publication and on the contents of the notification.

15. Maintenance work and modifications

Each Party has the right to carry out maintenance work and modifications affecting the technology and use of their services. The Parties agree that when planning and implementing maintenance work and modifications, they will take possible impacts on the other Party, other Trust Network operators and eServices into account.

The Parties also agree that they will perform any maintenance work and modifications

at times specified in Appendix 2 (Service description) and in such a way that the service break is as short as possible and has a minimum impact. Maintenance work or modifications performed at any other time must be notified to the contact person of the other Party specified in Appendix 3 (Contact persons) as agreed in section 14 above.

Each Party commits to notifying any maintenance breaks and duration thereof or any changes to their service sufficiently far in advance. However, the communication should take place at least within the time limits referred to in the Code of Conduct.

16. Failures and cases of abuse

Each Party commits to attempt to resolve any failures in its service that may affect the services of the other Party or other operators in the Trust Network or eServices. Where necessary, the Parties commit to cooperating to minimize the impacts of a failure to other operators in the Trust Network or to eServices.

The Parties agree to take reasonable efforts to investigate any cases of abuse detected in the Trust Network and to prevent the continuation of the abuse. For the sake of clarity, the Parties state that the Broker Service Provider is not liable for any damage to Trust Network operators or third parties arising from a case of abuse by an Identification Device Holder.

The Parties commit to jointly examining any disturbances in the Identification Service.

In the event of possible mistaken identity, the Parties agree to disclose the related Identification Event data to the other Party free of charge, as well as to make reasonable efforts to help to establish the identity of the person responsible for the Identification Event. Investigating the Identification Event data does not require the disclosure of any identification document data.

Communications relating to investigating possible failures and disturbances must be addressed to the contact persons of the Parties specified in Appendix 3 (Contact persons) and submitted primarily by email to the addresses listed in the appendix or otherwise notified by the Parties.

17. Subcontractors

Each Party has the right to use subcontractors for the provision of its service and for the performance of its rights and obligations under this Agreement. Each Party is responsible for the actions of its subcontractors as for its own actions.

18. Limitation of liability

Pursuant to this Agreement, the Parties are not liable for any indirect damages or damages that the Party could not have reasonably foreseen.

Under this Agreement, each Party is liable to compensate the other Party for any direct damages that have demonstrably been incurred to the injured Party as a result of actions of the accountable Party. The Parties are not liable to compensate any indirect damages or damages that the Party could not have reasonably foreseen.

The liability for damages per year shall not exceed twenty per cent (20%) of the annual value of this Agreement, i.e. the amount of service fees paid for the Identification Events brokered by the Broker Service Provider during the previous year. In the first year, the liability for damages is limited on the basis of the amount of service fees expected to be paid in that year. For single Identification Events, the liability for damages shall not exceed the price per Identification Event less VAT.

The limitation of liability specified in this section 18 does not, however, apply to damages arising from intentional or negligent behaviour of the other Party or from a breach of the non-confidentiality obligation or obligations concerning the processing of personal data or from an infringement of intellectual property rights. Where a third party makes a justifiable claim regarding the use of their materials in the Trust Network, the Party who has disclosed the said materials for use in the Broker Service is deemed liable for the claim.

Pursuant to this Agreement, neither Party is liable to compensate damages arising from factors within the responsibility of the other Party or a third party or from a force majeure situation. Nevertheless, the Broker Service Provider is liable for compensating the Identification Device Provider for any indirect damages caused by eServices.

Any claims relating to this Agreement must be presented to the other Party in writing without any delay and no later than one (1) year of the date when the Party became or should have become aware of the grounds for the claim.

19. Force majeure

Each Party is released from its obligations and liability for damages if the breach or non-fulfilment of contractual obligations results from a force majeure situation.

'Force majeure' refers to an extraordinary yet influential event taking place after the conclusion of the Agreement that neither Party had reason to take into account when concluding the Agreement and that is beyond the control of the Parties and could not

have been avoided or overcome through reasonable measures. Such events may include war, mutiny, restrictions on foreign currency, refusal of export licences, confiscation or seizure, import or export ban, natural disasters, serious epidemics, pandemics, disruptions in a public transport, data traffic or energy supply networks, shortages of available means of transport, general shortages of supply, power restrictions, labour disputes, fires, failures or delays in telecommunication connections or devices acquired from or held by a third party, cable damage caused by a third party or some other reason beyond the control of the Parties with similar impacts or some extraordinary reason, as well as any failures or delays in deliveries by subcontractors arising from situations referred to in this section.

Each Party is required to immediately notify the other Party of any force majeure situation in writing. The end of a force majeure event must also be notified to the other Party.

20. Validity of the Agreement

This Agreement enters into force once both Parties have signed the Agreement. The Agreement is valid until further notice and until the Agreement is terminated, cancelled or otherwise ended under mutual agreement of the Parties. The notice of termination or cancellation must be served in writing. Each Party has the right to terminate the Agreement with a period of notice of six (6) months.

Each Party also has the right to cancel the Agreement with immediate effect if the other Party has materially breached its contractual obligations and fails to rectify the situation within thirty (30) days following a written request by the first Party.

Each Party has the right to cancel the Agreement if the fulfilment of the Agreement becomes impossible due to a force majeure event or is delayed by more than three (3) months.

Each Party also has the right to cancel the Agreement if the other Party closes down its service, is placed in bankruptcy, undergoes a debt arrangement or corporate restructuring proceedings or liquidation or is otherwise deemed insolvent, or if the other Party is removed from the register of service providers maintained by FICORA.

21. Governing law and settlement of disputes

This Agreement is governed by Finnish law.

Possible disputes arising from this Agreement must be primarily resolved through negotiations between the Parties. If the Parties fail to reach a satisfactory result in the

negotiations within reasonable period of time, any disputes arising from this Agreement must be conclusively resolved through arbitration carried out in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The place of arbitration is Helsinki and the language of arbitration is Finnish.

22. Amendment of the Agreement

Any amendments to this Agreement must be made in writing. This Agreement was drawn up in accordance with the Code of Conduct. In the event of any changes to the applicable law, the Code of Conduct or the Privacy Notice, the Parties commit to agreeing in good faith on any necessary amendments to the terms and conditions under this Agreement.

23. Transfer of the Agreement

Neither Party has the right to transfer this Agreement or part thereof to a third party without the advance written consent of the other Party.

However, each Party has the right, without the consent of the other Party, to transfer the Agreement in full or in part to another company in the same group as the Party or to a third party to whom the Party intends to transfer its business in accordance with the Agreement, provided that the third party is also a member of the Trust Network. Where possible, the other Party should be notified of the transfer in advance.