

## TC PARTNER CONDITIONS

### for Certificate Partner

#### 1 Partnership

The Partner and TC TrustCenter agree that the Partner acts as sales partner for TC TrustCenter and refers business to TC TrustCenter. The Partner will be incorporated in the TC TrustCenter distribution system and will be assigned an individual partner account number.

The Partner promotes the partnership by using personalized Partner-Links for the offerings of TC TrustCenter. The Partner has the free choice of advertising efforts and may replace the used links at any time.

#### 2 Products

This Agreement and partnership is limited to those products which are listed in the partner area of TC TrustCenter's website. If the Partner observes any demand of its customers for additional products or services within the TC TrustCenter portfolio, the Partner may inform TC TrustCenter and agree on respective conditions.

#### 3 No Representation

The Partner is not authorised to represent TC TrustCenter in legal transactions.

#### 4 Business transactions qualified for commission

A qualified commission is based upon a successful business transaction solely. Successful means that an applicant uses the personalized Partner-Link and the price for the provided product is paid. The Partner is solely responsible for correct use of the Partner-Link. TC TrustCenter is authorised to reject the certification of customers. TC TrustCenter will inform the Partner about any necessary adjustment by mail. The Partner is obliged to adapt potential adjustments as soon as possible.

#### 5 Commission

The Partner receives a commission on any successful procurement. This commission is 15 % on the cost of the respective deal as published in the effective price list during the first six months following the execution of an end user agreement. For the calculation of the total commission it is not relevant whether a business transaction has been closed with one or more customers. Any end user agreement has to be closed by using the Partner-Link. For the product TC QSign the commission is 10 %.

TC TrustCenter will log all end user agreements successfully executed, the equivalent of successfully issued and paid certificates, and prepare reports on a regular basis which shall be made available to the Partner.

#### 6 Commission Base

The provision has to be calculated on the bases of the generated value with the invoicing period plus value added tax.

#### 7 Contractual Relationship

Even if the partner has a contractual relationship with the customer which covers a debt collection, there is still a contractual relationship between TC and the customer.

This is important since the customer and TC TrustCenter entitles and commits themselves mutually in respect to the certification services of TC TrustCenter; especially the certificate owner have consent into the processing of its data through TC TrustCenter. The relationship between the customer and the Partner has no effect on the payment claims of TC TrustCenter.

#### 8 Commission Calculation

After expiration of the respective refund period for the services offered by TC TrustCenter, the Partner will be informed about the accrued commission of the last quarter by giving a credit note at the beginning of each quarter if the deposit exceeds 25.00 EUR.

As long as the accrued deposit does not exceed 25.00 EUR, the payment will be made in following quarter in which the deposit exceeds this amount. No interest payment will be given. In case of an early termination by the Partner, the deposit will lapse for the benefit of TC TrustCenter if it not exceeds 25.00 EUR. Otherwise, the payment will be made with the next invoicing.

#### 9 Change of Product

TC TrustCenter has the right to change its Products from time to time. TC TrustCenter will endeavour to inform the Partner about this beforehand. This includes also information about forthcoming and implemented changes of the prices and the products and services program.

#### 10 Marketing

Information necessary for the sales and distribution can be received on the website of TC TrustCenter under [www.trustcenter.de](http://www.trustcenter.de). In general, these will be information about the products and services program of TC TrustCenter, price lists as well as general terms and conditions. If further documents for marketing and exhibition of a product and service existing, this could be received from TC TrustCenter by paying a protective charge.

## 11 No Exclusiveness

This Agreement does not grant any exclusiveness to any party of this Agreement.

## 12 Term and Termination

This Agreement is closed for an unlimited period and becomes effective as of the date of signing. The contract may be terminated within a period of one week to the end of a week. A last invoicing of the accrued commission will be done after a termination comes into effect. The contract ends automatically if no billable procurements have been made within 4 accounting quarters.

## 13 Public Relations

Each Party has the right to present the other party as a Partner in a proper manner. This presentation includes usually the mentioning of the parties name together with its logo on the website, on presentations and in marketing materials. TC TrustCenter may use the data and logos of the Partner also for marketing activities like mailings, newsletter etc.

Sending of not demanded e-mail advertising, the use of misleading links, and/or the use of incorrect information in e-mail addresses is not allowed. TC TrustCenter will not check the content of the Partner's Websites and is not responsible for them. The breach of this obligation entitles TC TrustCenter to terminate this Agreement with immediate effect.

## 14 Fair Contact

The parties assure each other that they do not represent the products and services of the other party as well as the enterprise, in the business traffic towards third persons in a negative way. This also applies after the termination of this Agreement.

## 15 No Further Intellectual Property Rights

This Agreement is not granting any further rights of use than at ones trade marks, patents and other protected intellectual property rights of TC TrustCenter than these which are necessary to perform this Agreement.

## 16 No Transfer to Third Parties

It is not allowed to transfer these rights to any other third party.

## 17 Indemnification

The parties will indemnify each other from any claims by third parties. Each party has the sole responsibility for its own products and services. The Partner is liable opposite to the customer for those statements about a product or service of TC TrustCenter that deviates from own statements of TC TrustCenter about this product or service.

## 18 Confidentiality

The parties will treat all information relevant for the business of the other party and the relationships to and of their customers confidential. The parties will only disclose these information with the expressly prior writ-

ten consent of the other party to a third parties, as far as and as long as the receiving party does not get these information verifiable outside the handling of this Agreement or these information is in the public domain. This confidentiality clause will survive this Agreement for three years after the termination of this Agreement.

## 19 German Law

This agreement as well as the various contractual arrangements between the parties shall be subject to the law of Germany with the exclusion of German International Private Law and United Nations Convention on Contracts for the International Sale of Goods.

## 20 Place of Jurisdiction

The place of jurisdiction for all disputes arising out of and in connection with this agreement shall be Hamburg. TC TrustCenter is free to choose another place of jurisdiction by law.

## 21 Agreement of merchants

Both parties declare by signing this Agreement that they are merchants in the meaning of the trade law applicable at the place of jurisdiction where their company is settled.

## 22 Entire Agreement

This agreement contains the entire agreement between the Parties in relation to the subject matter and replaces all previous written or oral agreements in relation to the subject matter with the exception of confidentiality agreements. There are no supplementary oral agreements.

## 23 No Amendments, Written Form

Amendments or additions to this agreement shall be in writing. This provision shall apply to the removal of the requirement of writing. Writing shall include material in electronic form received with advanced electronic signature.

## 24 Effectiveness

In the event that one or more provisions of this Agreement and the conditions related thereto are or become invalid, this shall not limit the effectiveness of the concluded contract. In the event of the ineffectiveness of one or more provisions the Parties shall agree on a substitute provision which most closely reflects the commercial aims of the ineffective provision.

## 25 Conclusion of the Agreement

This Agreement will come into force by informing the Partner about his partner account number.