



GENERAL TERMS OF BROKER AGREEMENT

Effective date: 01.06.2023

1. Version information

Date	Version	Changes
01.06.2023	1.0	First version

2. Definitions

SK	SK ID Solutions AS
Broker	Legal entity that intends to incorporate Services into its central authentication and digital signing solution.
Parties	SK and Broker
General Terms of Broker Agreement	Present document which stipulates the assumptions and legal basis for the contractual relationship between Parties and defines the principles and general terms of use of services provided by SK for Brokers.
Agreement	Agreement comprised of Broker Agreement, General Terms of Broker Agreement, General Terms of Subscriber Agreement, Price List and amendments thereto.
Broker Agreement	Framework agreement entered into between SK and Broker in relation to the relationship that defines Broker's data, Services used and special provisions. Broker's Agreement is part of the Agreement.
Services	Validity Confirmation Service, Time-Stamping Service, Mobile-ID Service and Smart-ID Service that SK provides to Brokers and that Brokers may use together or separately or via Middleware.
Customer	Legal entity using the central authentication and digital signing solution provided by Broker that incorporates Services.
Service name	Customer's service name displayed to User during Smart-ID or Mobile-ID authentication or signing transaction.

3. General

- 3.1. SK and Broker enter into an agreement for the use of Services.
- 3.2. Broker intends to incorporate the Services into a central authentication and digital signing solution created by the Broker.
- 3.3. For avoidance of doubt, Parties hereby agree that this Agreement is not a brokerage contract and is not subject to the terms applicable to brokerage contracts described in the Law of Obligations act chapter 37.



4. Application of General Terms of Subscriber Agreement

- 4.1. Broker agrees to the General Terms of Subscriber Agreement. Broker is the Subscriber for the General Terms of Subscriber Agreement and must therefore comply with any obligations set for the Subscriber.
- 4.2. SK and Broker agree to amend and reword clause 8.11. of the General Terms of Subscriber Agreement as follows: “8.11. The Subscriber does not have the right to resell the Services to third parties, but the Subscriber may sell to third parties a central authentication and digital signing solution created by the Subscriber that incorporates personal authentication and digital signing possibilities using the Services that SK provides to the Subscriber under the Agreement.”
- 4.3. To the extent that is not modified by the General Terms of Broker Agreement, General Terms of Subscriber Agreement will remain in force.

5. Responsibility of Broker

- 5.1. Broker must follow Secure Implementation Guide. Secure Implementation Guide is available at <https://github.com/SK-EID/smart-id-documentation/wiki/Secure-Implementation-Guide>.
- 5.2. SK is entitled to make unilateral amendments to the Secure Implementation Guide as set in 16.2 of the General Terms of Subscriber Agreement.
- 5.3. If the amendments to the Secure Implementation Guide require changes in Broker's applications, Broker must implement changes within 2 months of receiving notification of amendments.
- 5.4. Broker undertakes to follow the guidelines and placement requirements for Mobile-ID and Smart-ID brand elements available at Mobile-ID and Smart-ID official webpages.
- 5.5. Broker must disclose to SK all required information (Company name, Legal entity code, Service name, Country) of Customers to whom they provide services that incorporates Mobile-ID Service or Smart-ID Service. Broker will send the latest version of the list of Customer information to SK at the email address specified in Broker Agreement or through SK's online customer service system on a quarterly basis.
- 5.6. If the nature of the service allows it, Broker must assign unique Service name to Customers. Service name must refer to Broker's or Customer's company or product/service name, web page, or trademark.
- 5.7. Broker must ensure that each Customer fulfills obligations set for the use of Services by this Agreement.

6. Monitoring and Auditing

- 6.1. SK may monitor the fulfillment of Broker's obligations stipulated in the Agreement.
- 6.2. SK itself or through a third party shall be entitled to conduct an audit once per calendar year to verify whether Broker meets the obligations set forth in this Agreement. This includes auditing all aspects of Broker's processes related to the obligations under this Agreement.
- 6.3. SK shall notify Broker one (1) month in advance of its intention to perform an audit and also describe the intended scope of the audit.
- 6.4. Broker shall cooperate in the audit and the audit preparations and shall make available and give access to all information required to conduct the audit and assist SK with all reasonable efforts as deemed necessary by SK.
- 6.5. SK takes in to regard the confidentiality obligations of Broker towards its Customers, when conducting the audit.
- 6.6. Broker and SK shall bear their own costs of carrying, preparing and participating in the audit, including any cost for the third party.
- 6.7. If the result of an audit reveals that Broker, more than insignificantly, is or has been in breach of the Agreement, then Broker will remedy all breaches within a reasonable period of time but not later than one (1) month, if not agreed upon to otherwise by the Parties.



SK is entitled to audit Broker one more time during the same calendar year in order to ensure that any breach of the Agreement has been remedied.

7. Responsibility of SK

- 7.1. SK must respond to Broker's support inquiries no later than the next Business Day.
- 7.2. SK commits to hold meetings with Broker at least twice per year to get input for Service improvements and to share SK strategic directions and Service-related initiatives.

8. Disclosure of information about the commercial relationship

- 8.1. Parties may make the information about having a commercial relationship with the other Party publicly available through its official channels. Any public relations communication shall be approved by the other party mentioned in the communication before publishing.