

# AGREEMENT ON PROVISION OF BANK ID SERVICES

<b>1. Contracting Parties</b>	
<b>1.1. Bank iD</b>	<b>Bankovní identita, a.s.</b> , registered office at Smrčkova 2485/4, Libeň, 180 00 Prague 8, Company ID No. 09513817, Tax ID No. CZ09513817, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 25672.
<b>1.2. Customer</b>	<b>[FILL IN]</b> , registered office at <b>[FILL IN]</b> , Company ID No. <b>[FILL IN]</b> , Tax ID No. <b>[FILL IN]</b> , entered in the Commercial Register maintained by <b>[FILL IN]</b> , Section <b>[FILL IN]</b> , File <b>[FILL IN]</b> .
<b>2. PREAMBLE</b>	
Bank iD and the Customer enter into this Agreement on provision of Bank iD Services (hereinafter the “ <b>Agreement</b> ”), whereas matters not expressly provided for in this Agreement shall be governed by the Contractual Terms and Conditions for the provision of Bank iD Services (hereinafter the “ <b>Terms and Conditions</b> ”), which form Annex No.1 to this Agreement, which the Customer has received at the time of concluding this Agreement and to the contents of which the Customer expressly agrees by signing this Agreement. Capitalized terms used in this Agreement shall have the meanings set out in the Terms and Conditions unless stipulated otherwise in this Agreement. This Agreement governs the rights and obligations of the Parties in connection with the provision of the Services. In the event of any conflict between the provisions of this Agreement and the provisions of the Terms and Conditions, the provisions of this Agreement shall prevail.	
<b>3. SERVICES</b>	Bank iD undertakes to provide the Customer with the Services specified in <b>Annex No. 2 (Catalogue of Services)</b> and <b>Annex No. 3 (Technical Specifications)</b> , ordered via the Portal. The Portal allows Customer Administrators to activate, configure and deactivate Services.
<b>4. SUPPORT</b>	Bank iD will provide the Customer with <ul style="list-style-type: none"> <li>- SLA Guarantee, if arranged by the Customer in accordance with the Terms and Conditions, and</li> <li>- Additional support according to the Customer's requirements,</li> </ul> at the price set forth in the Price List.
<b>5. PRICE</b>	The Customer pays Bank iD: <ul style="list-style-type: none"> <li>- the activation price,</li> <li>- the price for the Services provided,</li> <li>- the price for the Additional Support provided and</li> <li>- the price for SLA Guarantee, if agreed,</li> </ul> in the amount according to <b>Annex No. 5 (Price List)</b> .
<b>6. TERMS AND CONDITIONS</b>	The Customer expressly acknowledges that: <ul style="list-style-type: none"> <li>- Pursuant to paragraph 5.4 of the Terms and Conditions, a Customer who has not arranged an SLA Guarantee pursuant to paragraph 6.1 of the Terms and Conditions shall not be</li> </ul>

	<p>entitled to payment of any penalty, discount or compensation for damages in connection with failure to comply with the Service parameters pursuant to the SLA, including the corresponding Defects.</p> <ul style="list-style-type: none"> <li>- Pursuant to paragraph 6.4 of the Terms and Conditions, an Agreed Discount is the only claim to which the Customer is entitled in connection with non-compliance with the Service parameters according to the SLA, including the corresponding Defects.</li> <li>- Pursuant to paragraph 9.2 of the Terms and Conditions, Bank iD is obliged, unless prevented only by serious reasons consisting in particular in an imminent threat to the security of personal data, before suspending the Services pursuant to Art. 9.1 of the Terms and Conditions, to invite the Customer to remedy the breach of the Agreement pursuant to paragraph 9.1 of the Terms and Conditions and to provide the Customer with a reasonable deadline to do so, specifying in the invitation the exact date of suspension of provision of Services in the event of the lapse of the deadline without the Customer remedying the breach.</li> <li>- Pursuant to paragraph 11.4 of the Terms and Conditions, the Customer is not entitled to use the SIGN Service to sign a Document or Declaration by a natural person - consumer, the content of which is legal act with a value of performance exceeding CZK 2,000,000 incl. VAT. In the case of repeated performance, the decisive value is this performance for 4 years. Pursuant to the paragraph 17.6 of the Terms and Conditions liability for damage caused by a breach of the paragraph 11.4 of the Terms and Conditions is not limited in the sense of paragraphs 17.2 to 17.5 of the Terms and Conditions.</li> <li>- Pursuant to paragraph 12.18 of the Terms and Conditions, the price of the Services and Additional Support may be changed by amending the Price List pursuant to paragraph 20 of the Terms and Conditions Bank iD is entitled to change the Price List twice in the calendar year maximum with at least 3 months' notice. Bank iD is entitled to make changes to the Price List that do not worsen the Customer's position, in particular a reduction in the price of Services, the addition of prices for new Services that are simultaneously added to the Catalogue of Services, or formal adjustments, on any date and with immediate effect.</li> <li>- Pursuant to paragraph 17.2 of the Terms and Conditions, the liability of the Contracting Party for any damage arising from any breach of the Agreement by the Contracting Party shall be limited to an amount equal to 100% of the amounts paid by the Customer during the preceding 12 months of the</li> </ul>
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	<p>Agreement (or 100% of the amounts paid during the effective term of the Agreement if the Agreement has been in force for less than 12 months), but not exceeding CZK 250,000, and that the aggregate liability of the Contracting Party for damages arising from all breaches of the Agreement by the Contracting Party shall be limited to 100% of the amounts paid by the Customer during the effective term of the Agreement, up to a maximum of CZK 250,000. The Customer shall not be entitled to compensation for damages in respect of a breach of obligations by Bank iD, which shall be resolved by means of the Agreed Discount on the price of the Services, whereas the Agreed Discount shall then fully cover any damages caused by such breach. If there is a breach of obligations by Bank iD, for which the SLA provides Agreed Discount and the Customer has not arranged for SLA Guarantee pursuant to paragraph 6.1 of the Terms and Conditions, the Customer shall not be entitled to compensation for damages caused by such breach.</p> <ul style="list-style-type: none"> <li>- Pursuant to paragraph 17.5 of the Terms and Conditions, Bank iD is not liable for lost profits, non-pecuniary damage and loss of income.</li> </ul>
<b>7. Effectiveness of the Agreement</b>	This Agreement comes into effect on the date of its signing by both Contracting Parties.
<b>8. CONTACT DETAILS</b>	
<b>8.1. Customer</b>	
<b>8.1.1. Customer Administrator</b>	Name: <b>[FILL IN]</b> E-mail: <b>[FILL IN]</b>
<b>8.1.2. Invoicing</b>	E-mail: <b>[FILL IN]</b>
<b>8.1.3. Security incidents</b>	E-mail: <b>[FILL IN]</b>
<b>8.2. Bank iD</b>	
<b>8.2.1. In contractual matters</b>	E-mail: <a href="mailto:legal@bankid.cz">legal@bankid.cz</a>
<b>8.2.2. In technical matters</b>	E-mail: <a href="mailto:podpora@bankid.cz">podpora@bankid.cz</a>
<b>8.2.3. Invoicing</b>	E-mail: <a href="mailto:fakturace@bankid.cz">fakturace@bankid.cz</a>
<b>9. ANNEXES</b>	<p><u>Annex No. 1:</u> Contractual terms for the provision of Bank iD services</p> <p><u>Annex No. 2:</u> Catalogue of Services</p> <p><u>Annex No. 3:</u> Technical Specifications</p> <p><u>Annex No. 4:</u> SLA</p> <p><u>Annex No. 5:</u> Price List</p> <p>The Technical Specifications forming Annex No. 3 to this Contract consist of the following files: "Specification of API Bank iD issued for SeP" available on the Bank iD website at <a href="https://developer.bankid.cz/docs/api/bankid-for-sep">https://developer.bankid.cz/docs/api/bankid-for-sep</a> and</p>

	<p>“Specification of API SeP issued for Bank iD” available on the Bank iD website at <a href="https://developer.bankid.cz/docs/api/sep-for-bankid">https://developer.bankid.cz/docs/api/sep-for-bankid</a>. Bank iD and the Customer accept the attachment of the Technical Specifications by reference to the Website.</p> <p>Bank iD declares that the annexes to this Agreement are Bank iD’s standardized contractual documents and their wording is uniform for all Bank iD Customers, subject to differences in versions.</p> <p>This Agreement has been made in Czech and English versions. In case of any discrepancies the Czech version is binding and shall prevail.</p>
<p>V Praze, .....</p>  <p>.....</p> <p><b>Bankovní identita, a.s.</b>  Marek Růžička  CEO &amp; Member of Board of Directors</p>  <p>.....</p> <p><b>Bankovní identita, a.s.</b>  Jan Blažek  Member of the Board of Directors</p>	<p>V ....., .....</p>  <p>.....</p> <p><b>[FILL IN]</b>  <b>[Name]</b>  <b>[Position]</b></p>  <p>.....</p> <p><b>[FILL IN]</b>  <b>[Name]</b>  <b>[Position]</b></p>