

# CertiONE Interchange Agreement





# CertiONE Services and Solutions Description



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## 1. Subject

Along with any other stipulations, this Services and Solutions Description provides a description of the Services that Certipost offers and as such forms part of the Agreement between Certipost and its customers.

## 2. Definitions

In this Services and Solutions Description, unless the context otherwise requires, the following terms shall have the following meanings. A term in this Services and Solutions Description that starts with a capital letter that is not defined here below means the same as in Certipost's General Terms and Conditions.

### Access Code

A username and a password for use with Service.

### Advanced Electronic Signature

An advanced electronic signature is an electronic signature which meets the following requirements:

- it is uniquely linked to the signatory;
- it is capable of identifying the signatory;
- it is created using means that the signatory can maintain under his sole control;
- it is linked to the data to which it relates in such a manner that any subsequent change of the data is detectable.

### Agreement

The overall contract between Certipost and its Customer for the delivery of Services, comprises

- the Order Form
- the General Terms and Conditions
- the present Description of the Services and Solutions
- the Service Level Agreement (SLA)
- any other contractual document that is mentioned in the Order form.

The "EDI Interchange Agreement" is used to refer to the General Terms and Conditions and the Description of the Services and Solutions.

### Bizconnect Client

Software licensed by Certipost to connect the Customer environment with the CertiONE platform. For further details please visit [www.certione.com](http://www.certione.com).

### Bizconnect Server

Server software licensed by Certipost that allows the customer to autonomously process and exchange the messages via the CertiONE platform. For further details please visit [www.certione.com](http://www.certione.com).

### Certified Connectors

Certified Connectors are the connectors developed and supported by Certipost. These connectors guarantee a secure and reliable data exchange from back-end application, without the need to install and support any additional hard- or software.

### CertiONE

A shared online access platform that allows sending, receiving, converting, archiving structured electronic messages from and to trading partners.

CertiONE White Pages

A directory of registered trading partners on CertiONE, including but not limited to the overview of the provided trading cycle and how message costs are charged.

Document

Category of message as defined under Message.

Document Manager

The Document Manager gives the integrated customer an overview of the status of his exchanged documents. For each document it shows the sender, recipient, audit trail (unique number), document type, document content (ASCII, XML, EDI,...), creation date and status. The Document Manager allows the customer to view the content of the exchanged documents.

The Document Manager also allows the customer to track the status and processing times of his documents.

EDI

The e-invoice might be processed by means of EDI as described in Article 2 of the Recommendation of 19 October 1994 of the EU Commission (article 223 (b) of the EU Directive). EDI is the electronic transfer of commercial and administrative data from computer to computer using an agreed standard to structure the message in a computer readable format that can be processed automatically and unambiguously.

Electronic signature

An electronic signature is data in electronic form which is attached to or logically associated with other electronic data and which serves as a method of authentication.

EU Directive

EU Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (OJ L 347, 11 December 2006) and other later relevant legislation, that may follow.

Interconnectivity

A bridge to Value Added Networks such as but not limited to IBM IE, or IPX 400 networks allowing to exchange documents with Non-Members of the CertiONE platform who are submitted to the terms and conditions of that third party private network.

Legal electronic invoice

The legal invoice which is issued electronically by or on behalf of a taxable person for certain supplies made.

Legal invoice

The invoice document that is compliant with the EU Directive.

Member

A Member is a party that has a contract with CertiONE. Several types of members can exist: organisations (including companies) and individual users. A member will always be represented on the platform by a user who is mandated by the member.

Message

A string of data which are to be considered as one integer that is transmitted through the CertiONE platform.

Message type

Description of a structured message e.g. orders.

Non-Member

The Non-Member exchanges business documents with Members on CertiONE over the internet or via proprietary electronic communication channels to/from their back-end system. The Non-Member has no contract with Certipost, but we assume that there is an agreement to exchange documents electronically between the sender and the receiver.

Qualified electronic signature

An advanced electronic signature which is based on a qualified certificate and which is created by a secure-signature-creation device.

Trading cycle

Message flow scheme applicable to a trading process i.e. sending out orders and receiving order confirmation.

Trading Partner

A registered Member or a Non-Member of a trading cycle who is using CertiONE platform to exchange messages.

### 3. Service Description: the CertiONE Solutions

The current CertiONE solutions consist of CertiONE e-Invoicing, CertiONE e-Supply and CertiONE e-Delivery.

As a consolidator platform, CertiONE offers a standard way of exchanging documents between trading partners. A consolidator platform is a community of various suppliers (also known as HUB's) and buyers (also known as spokes). The consolidator model allows a supplier to deploy his trading cycle onto the platform. The trading cycle includes all different document types and according formats supported by the service provider. The consolidator model allows that service subscribers can subscribe to the offered trading cycle catalogue. The CertiONE consolidator platform offers multiple services to its customers :

1. Translation services

The documents exchanged between trading partners can be sent or received in different formats, or even specific formats developed for a certain market segment (e.g. telecom) or a specific trading partner itself.

2. Communication services

The documents exchanged between trading partners can be sent or received via different communication channels, or if required via a specific communication channel developed for a trading partner itself.

3. Subscribing services

New trading partners can subscribe to the offered trading cycle catalogue, which is published on the website of CertiONE ([www.certione.com](http://www.certione.com)), also called the white pages. All Members of CertiONE have the possibility to subscribe to new trading cycles, change document formats or types, change communication channels used. When a new trading partner wants to offer a specific trading cycle this is setup during a project.

#### 4. Archiving

CertiONE offers the possibility to store exchanged documents in a central archive. This is particularly the case when dealing with legal electronic invoices, where archiving is a requirement.

#### 5. Legal aspects

For some type of documents, such as e-invoices, CertiONE guarantees the legal value of these electronic documents upon request of the sender, receiver or both. Therefore several functionalities are implemented on the platform, such as encryption and electronic signature. The CertiONE e-Invoicing solution is compliant with the EU Directive and is compliant with national legislation in several European countries.

#### Members

CertiONE differentiates between two main groups of users, interactive users and integrated users.

##### Interactive Users

Interactive users connect to the CertiONE website via username and password. They have access to the "Message Center" where they can view and print the received documents. In case of e-Invoicing workflow, the user can also download the legal e-invoice for storage in his archive. The interactive user has the possibility to respond by creating reply messages (if allowed), without the need of back-end integration.

##### Integrated Users

Integrated users connect to the CertiONE platform via a connector. They can integrate the trading cycle messages of their partner or business communities into their back-office. Their integration process is based on a standard CertiONE flow, which can be customized during a project.

CertiONE differentiates between two kinds of integrated users:

- The integrated user that uses a standard connector (Bizconnect client, server or a certified connector).
- The integrated user that uses other connectors, such as GXS VAN, AS2, X400 and other third party solutions supported by CertiONE. This kind of user is called a Connected User.

#### Non-Members

Not all parties involved on the CertiONE platform will be member of the CertiONE platform. A Non-Member has not signed a contract with Certipost, but still exchanges documents with CertiONE. Thus, CertiONE has a technical relationship with this trading partner but a not commercial one. The reason is that other parties already requested connections with that party. Non-Members will communicate with CertiONE through Certipost certified connectors or interconnections, such as GXS VAN, AS2, X400 and other third party solutions.

#### Modification of Services

At any time, Certipost is free to develop new services and to modify its current services to offer to its Customers.

Certipost reserves the right to modify, improve or extend the Services, which form the scope of this Agreement, from time to time without the prior approval of the Customer, as long as this does not cause a materially adverse impact on Customer's use of the Services.

### 3.1. CertiONE e-Invoicing

CertiONE e-Invoicing enables electronic invoice exchange with all Customer's suppliers, buyers and other partners.

e-Invoicing stands for the automation of invoice processes and the efficient exchange of invoicing data between different applications. CertiONE e-Invoicing provides organizations with a virtual toolkit,

making it possible to send invoices to buyers, to receive invoices from suppliers, translate them to any file format available, and to safely archive, search and consult the invoices.

The e-Invoicing process concerns CertiONE Members and optionally Non-Members exchanging legal electronic invoices. The e-invoice flow can be either an inbound and/or an outbound flow. The inbound e-Invoicing flow concerns a buyer who wants to receive invoices from its trading partners/suppliers. The outbound e-Invoicing flow concerns a supplier that wants to send e-invoices to its trading partners/buyers.

### 3.1.1 e-Invoicing Legal Compliancy

The exchange of electronic invoices is subject to a regulative framework within the European Union. According to the EU Directive, invoices sent by electronic means shall be accepted by Member States provided that the authenticity of the origin and integrity of the content are guaranteed by means of an advanced electronic signature or on the basis of the EDI method or any other method approved by the Member State.

This Directive is applicable to all Member States of the European Union. The Directive aims to simplify and harmonize conditions for electronic invoicing and is one of the key drivers for the adoption of electronic invoicing.

To meet the legal requirements, CertiONE platform applies either the EDI method or the advanced electronic signature method.

#### 3.1.1.1. Prior agreement between supplier and buyer / agreement relating to the exchange of data

According to the EU Directive, supplier and buyer should agree upon electronic invoicing. Certipost offers the following Service to help parties concluding such an agreement.

CertiONE publishes a list of all trading partners who want to receive or deliver electronic invoices and other trading documents (white pages). All trading partners with a subscription to CertiONE can initiate a request to receive or send electronic invoices towards any of the online listed trading partners, who might accept or refuse such a request. To perform such a subscription towards an offering Trading Partner, one must be a CertiONE Member and thus have accepted the Interchange Agreement of Certipost. This subscription procedure is considered as the prior agreement between supplier and buyer (sender and recipient), unless in some EU Member States which might have additional requirements.

More specifically, in the current process, an e-mail message will be generated upon subscription. This e-mail message will be sent to the subscribing party, the offering party and to the Certipost Service Delivery Team. This team will technically setup the customer on the platform.

Furthermore, upon subscription the following information is stored in a database located and accessible through the CertiONE platform:

- offering party
- subscribing party
- date of subscription
- chosen document type

In order to be legally compliant in any of the EU Member States Certipost reminds the Customer to save this Interchange Agreement. In some of the countries, Customer must be able to show its contract and the terms included (<http://www.certione.com/conditions>).

#### 3.1.1.2. Consolidated solution description: EDI based electronic invoicing & self-billing process flows

CertiONE platform provides an electronic invoicing solution compliant with the EU Directive, using the EDI method to guarantee the authenticity of the origin and the integrity of the content of electronic invoices.

## 1. EDI based electronic invoicing: the message delivery process flow

The following table indicates for the different possible e-invoicing scenarios which document is the legal invoice as well as the role of Certipost (BSP, Buyer Service Provider or SSP, Supplier Service Provider):

<i>Receiver</i>	<i>Interactive user</i> <i>BSP</i>	<i>Integrated user</i> <i>BSP</i>	<i>Connected User</i> <i>BSP</i>	<i>Non Member</i>
<i>Sender</i>				
<i>Interactive user</i> <i>SSP</i>	<u>N.A.</u>	<u>CertiONE = SSP &amp; BSP</u>	<u>CertiONE = SSP &amp; BSP</u>	<u>CertiONE = SSP</u>
<i>Integrated user</i> <i>SSP</i>	<u>CertiONE = SSP &amp; BSP</u>	<u>CertiONE = SSP &amp; BSP</u>	<u>CertiONE = SSP &amp; BSP</u>	<u>CertiONE = SSP</u>
<i>Connected User</i> <i>SSP</i>	<u>CertiONE = SSP &amp; BSP</u>	<u>CertiONE = SSP &amp; BSP</u>	<u>CertiONE = SSP &amp; BSP</u>	<u>CertiONE = SSP</u>
<i>Non Member</i>	<u>CertiONE = BSP</u>	<u>CertiONE = BSP</u>	<u>CertiONE = BSP</u>	<u>N.A.</u>

### Supplier Service Provider (SSP)

The Supplier Service Provider (SSP) is the e-Invoicing solution provider of the supplier, e.g. the solution provider of the company sending the electronic invoice.

CertiONE as e-Invoicing SSP performs the followings:

- Authenticates sender
- Checks invoice data: the legally required fields are checked on their presence.
- Converts the invoice data in the agreed format, e.g. a computer-readable format (XML, EDI, CSV, etc) and a separate human readable view of the invoice will be created for guaranteeing the readability of the electronic invoice throughout the storage period. However, the machine-readable format is the legal e-invoice and thus the sole document that can be used for tax purposes.
- Delivers the EDI e-invoice to the buyer or to the Buyer Service Provider.
- Makes the e-invoice available to the supplier for archiving or, if ordered, archives the e-invoice for the supplier in the Certipost e-Archive.

### Buyer Service Provider (BSP)

The Buyer Service Provider (BSP) is the e-Invoicing solution provider of the buyer, e.g. the solution provider of the company receiving the electronic invoice.

CertiONE as e-Invoicing BSP performs the followings:

- Receives the EDI e-invoice, issued either by the supplier or by the supplier service provider
- Checks invoice data: the legally required fields are checked on their presence.
- Converts the invoice data in the agreed format, e.g. a computer-readable format (XML, EDI, CSV, etc) and a separate human readable view of the invoice will be created for guaranteeing the readability of the electronic invoice throughout the storage period. However, the machine-readable format is the legal e-invoice and thus the sole document that can be used for tax purposes.
- Delivers the EDI e-invoice to the buyer.
- Makes the e-invoice available to the buyer for archiving or, if ordered or if included as foreseen by Certipost, archives the EDI e-invoice for the buyer in the Certipost e-Archive.

The message delivery process occurs in 4 steps which are explained below:

1. Creation and Sending

2. Reception and Validation
3. Processing
4. Delivery

### 1. Creation and Sending

The supplier can be one of the following:

#### A. Interactive user

The sender creates the e-invoices (format A) using the Bizmail technology provided by CertiONE. The sender guarantees that the e-invoice contains all obligatory invoice items from a VAT viewpoint.

In this respect, the user connects to the site <http://www.certione.com> and provides his credentials, username and password. At the first visit, the user registers via the website by correctly completing the on-line registration form and he receives a username and password via e-mail. With these credentials he can logon and change his password online, any time he wants.

When connected, the user is redirected to his personal page, the Message Center. The Message Center can be compared with an online mailbox client (webmail).

The user creates a new invoice message either from scratch or by replying to an order or to a delivery note.

When the user saves his data in Certipost's database, the required fields are checked. Certipost checks if the fields are not empty, but also if every field corresponds with its data type. In case of errors, the user is warned. The data will only be saved in the database when all required fields are filled.

When the Interactive user afterwards clicks the 'Send' button the invoice is displayed again. He is asked to check his invoice data before final sending. Only if the Interactive user clicks OK, the content of the database is automatically integrated in an XML file which is sent to the CertiONE platform. This XML file is the e-invoice. Integrating the content of the database in an XML file is an automatic background process without any human intervention.

After successful upload of the XML file to the CertiONE platform, the file (format A) is available as an incoming document in the audit database of CertiONE, and can be further processed automatically and unambiguously.

#### B. Integrated user

The sender creates the e-invoice data (possibly in batch, this batch can contain invoice data from one or more (different) VAT numbers of one legal entity) (format A) in his back-end system. The sender guarantees that the e-invoice data contain all obligatory invoice items from a VAT viewpoint.

In order to secure the transfer of the e-invoice file, an electronic signature is added to the invoice files (format A') of the sender.

The electronic signature contains a key pair, a private key (only known by the signing party) and a public key (publicly known). The public key of the sender is part of the Message when using S/MIME. The electronic signature is 'calculated' on the content of the invoice data and will not be validated correctly when one bit in the invoice data is changed. The connector uses an internet connection for the upload of the signed e-invoice data to the CertiONE platform using HTTPS, guaranteeing end-to-end delivery and encryption of the communication channel.

#### C. Connected user / Non-Member

The sender creates the e-invoice data (possibly in batch, this batch can contain invoice data from one or more (different) VAT numbers of one legal entity) (format A) in his back-end system. The sender guarantees that the e-invoice data contain all obligatory invoice items from a VAT viewpoint and is possibly drawn up in another language than (one of) the original language(s).

Communication is done through a proprietary network. These networks have their own security protocols as to the authenticity of origin and integrity of content. Some proprietary networks allow working with signed documents. In this respect, reference is made to the procedure under B.

## 2. Reception and Validation

In the reception and validation phase, a document is accepted and validated by CertiONE.

The following situations can occur:

### A. Interactive user

The checks are performed in the previous phase. No additional checks are performed on the input format A.

### B. Integrated user

After the upload, validation is performed as follows:

#### 1. Validation of the certificate

The certificate is validated by checking whether the certificate is trusted, not expired and belongs to the sender of the document. If the certificate is valid, the signature is checked.

#### 2. Validation of the signature

Since the invoice file is signed using S/MIME the signature is part of the file. This allows CertiONE to verify the signature in the file based on user profile. If the validation fails, the status of the transaction is set to 'invalid signature', the sender is warned via e-mail and no further action is performed by CertiONE until the files are resent with a valid signature by the sender.

#### 3. Validation of the document and field structure

Before an invoice is accepted for further processing, it is checked if the document and field structure is correct. To allow routing, the content of the document is checked for the presence of certain fields, such as the fields with regard to the identification of the sender, identification of the receiver, content type and type of document.

After successful upload to the CertiONE platform, the file (form A, without electronic signature) is available and presented as an incoming document in the audit database of CertiONE and can be further processed automatically and unambiguously.

### C. Connected user / Non-Member

CertiONE makes a connection to the proprietary communication channel to retrieve the e-invoice file. A connection is made to the communication channel through a time driven event or via push mechanism, allowing automatic processing.

Upon delivery of the invoice data to CertiONE, an ID of the non-Member is provided by the latter. A list of ID's of Non-Members is provided by the receiver. The authenticity of origin is validated by CertiONE, performing a validation upon receipt of the invoice data and the ID.

In case of communication failure or interruption the invoice file stays in the account and is retrieved during the next communication.

After successful upload to the CertiONE platform, the file (format A) is available as an incoming document in the audit database of CertiONE with status 'received' and can be processed automatically and unambiguously.

## 3. Processing

CertiONE as consolidator has an 'intermediate' format to support the A-B-C model. The A-B-C model is a very efficient way to allow the exchange of structured documents amongst multiple trading partners.

In order to support the A-B-C model CertiONE uses an audit database. The audit database is filled automatically with all incoming and outgoing exchanges for all Customers. Each exchange is

identified by an audit trail. All related files created during processing of the received files are linked to one another by this audit trail.

The incoming file (A) is translated into the intermediate format of CertiONE (B). A human readable view of the invoice (PDF) and all output documents (C) are created on basis of the intermediate format (B). During translation the content of the input file is copied to the format of the output file. Based on the intermediate format (B) a check is performed on the presence of the legally required fields from a VAT viewpoint. The content and data types of these fields will not be checked as this is the responsibility of the sender.

The audit trail data and all different files (A, B and C) are available to the Customer through the Document Manager, via the website (www.certione.com). This processing does not change the content of the invoice.

#### 4. Delivery

The electronic invoice is either delivered to a member who's integrating his documents into his backend system or to a member who consults the invoice online.

##### A. Delivery to an interactive member

The intermediate Certipost XML file (format B) is processed in one structured output file (format C) in order to make the invoice data available for the recipient.

Once the documents are converted an email notification is sent to the Customer, indicating that there are new invoices available on CertiONE. It will also remind him to electronically archive the e-invoices for the legal period.

The Customer can logon to the website using a username and password. If successful, he is redirected to his personal mailbox. The inbox folder contains all newly received documents (status = new). For each invoice there will be at least two documents, the legal invoice and a human readable view of the invoice (PDF). The Customer can open, view or print both documents by clicking on it. For each document invoice, the customer can also download all of the attachments in one package.

##### B. Delivery to an integrated member

The output file is signed electronically by Certipost (format C') in case Certipost is acting as outsourcer for the issuing of invoices, with its advanced electronic signature based on a qualified certificate.

The bizconnect client (or certified connector) will automatically connect (according to the configured scheduling) with CertiONE and check if there are any documents ready for download for this Customer. If documents are ready for download, Bizconnect client or certified Connector will automatically download the files to the file system at the Customer.

##### C. Delivery to a connected member / Non-Member

Communication by CertiONE to the Non-Member is done through a proprietary network. These networks have their own security protocols as to the authenticity of origin and integrity of the content.

Upon delivery of the invoice to the Non-Member, the latter should perform a validation upon receipt of the invoice and the ID of Certipost.

The recipient can download the file, for further processing in his back-end system. The document can be processed automatically and unambiguously in a computer readable format.

## **2. EDI based electronic invoicing: Summary document and/or Trading Partner list**

CertiONE offers a consolidated solution for all European countries. Certain countries require a summary document and/or a list of the trading partners.

## Summary Document

CertiONE offers one consolidated solution for all European countries where the invoice list or paper summary is required. There are three stages in the process of the creation of the invoice list, which is possibly drawn up in another language than (one of) the original language(s):

### A. Preparation of the invoice summary data

Immediately after the translation of the output/input invoice file to the intermediate XML format (format B), all legally required fields are stored in a record on separate database. During a decision process, it is determined if the invoice list is required for the sender, the receiver or both. The following steps will be done to preserve data integrity:

- due to restrictions on this database, it will be impossible for the application to update/delete a record from this database without specific DB-administrator privileges
- due to restrictions on this database, one incoming invoice can only be stored once it is in the database
- a hash of the original incoming message will be stored in this database. This allows Certipost to check if the original incoming message was changed somehow later on
- a secure timestamp based on all legally required fields and hash of the original incoming message will be stored in this database as well. This allows Certipost to check if any field has been changed later on.

### B. Creation of the invoice summary

On a regular basis (every night) an automatic process will look into the metadata database to see if one or more invoices should be placed into a new invoice summary message. This will be done based on the invoice creation date at Certipost and the summary creation frequency (example every 30 days / or even every day).

Then, based on the metadata, the process will bundle all sent & received invoices from a single sender/receiver into one new invoice summary. The metadata will be updated with an invoice summary ID that will be unique for the whole system.

### C. Presentation of the invoice summary

There are two possibilities of presentation:

- Online database  
Electronically: Online, the sender/receiver will be able to view & search in the already created invoice summaries using the above databases. The summary data from the invoices that are not yet bundled into a summary list will also be available.
- PDF format  
On paper: An automatic process which runs at night will check the frequency of the paper summary for this Customer. If needed the information from the database is mapped to a PDF document which is made available for the Customer to download. Afterwards the Customer is responsible for printing the document and sending it by mail or fax to his recipient. The summary list will be created and stored in PDF for download. This way, the sender can print the file on his own notepaper. A Customer offers a certain trading cycle to his customers on CertiONE. Any customer who subscribed to the e-invoice flow of such a trading cycle will have the possibility to subscribe to 'paper summary' for this Customer. He will need to specify the frequency in which he wants to receive the paper summary (daily, weekly, every two weeks, monthly).  
Electronically: An automatic process which runs at night will check the frequency of the paper summary for this Customer. If needed the information from the database is mapped to a PDF document which is signed with the qualified certificate of Certipost. The document is delivered in the same way as the electronic invoice.

Trading partner list

The necessary information about supplier-buyer pairs is gathered automatically and placed in a history table. This database is presented online.

The start date is determined by the date of first invoice between a sender and a receiver. In order to determine the end date of the contract between two parties, a separate online listing of all open partnerships is available to the Customers. The Customer can close down a partnership. This list also offers the option to switch between paper and electronic invoicing. When switching, the old record is closed down and a new one is opened with the correct invoicing type and current date. The Customer has the possibility to change the invoice type to electronic from the portal site. This causes the previous partnership to terminate while a new record is inserted at the same time.

When a partnership was closed down, and at some time a new invoice enters the system, the partnership will be reopened.

In case of an address change that creates a new partnership, the old partnership is closed down by setting its end-date to the current time. The new partnership will start from that same time.

**3. Self-billing: CertiONE process flow**

Self-billing is the process where the buyer generates the information required for the supplier's invoice. The buyer is better positioned to know what exactly has been consumed. Consequently, in some circumstances, the buyer is better capable of creating the invoice than the supplier.

The self-billing flow is very much alike the standard e-Invoicing flow on CertiONE. It is a two-way communication: the buyer sends a self-bill and the supplier accepts this self-bill (invoice receipt).

CertiONE e-invoicing flow for self-bills

The self-bill contains a reference to the fact that the self-bill has been issued by the buyer. The human readable view states 'Self-bill'. CertiONE recognizes the document as self-bill and not as e-invoice.

CertiONE invoice acceptance flow for self-bills

The user has the responsibility to reply to the self-bill with either an approval of this invoice or a rejection of this invoice.

During the setup of the project for the Customer, the acceptance and/or rejection flow is customizable. This means that for certain countries or Customers who do not allow the rejection of self-bills, the flow is limited to the acceptance of self-bills, optionally including the possibility to add remarks to the acceptance. Any how, in case of objections a credit note must be issued by the supplier.

The invoice receipt message delivery process occurs in 5 steps:

1. Creation and Sending
2. Reception
3. Processing
4. Delivery
5. Package

1. Creation of the invoice receiptA. Integrated supplier

The integrated supplier creates an invoice receipt message in his back-end system. This invoice receipt will either contain an acceptance of the self-bill or a rejection of the self-bill with clear indication of the objections. The invoice receipt refers to the original invoice in an unambiguous manner.

The certified connector uses an internet connection for the upload of the invoice receipt to the CertiONE platform using HTTPS, guaranteeing end-to-end delivery and encryption of the communication channel.

#### B. Interactive supplier (Bizmail)

The interactive supplier can reply on a received self-bill with an acceptance or rejection, including clear indication of the objections. A new message is created at this time and stored in the 'Draft' folder.

When the interactive supplier clicks the 'Send' button, the XML file is sent to the CertiONE platform. The message is now moved from the 'Draft' to the 'Sent' folder. The status of the self-bill, on which this reply was made, changes to 'Accepted' or 'Rejected', depending on the response type in the invoice receipt.

### 2. Reception

After successful upload to the CertiONE platform, the file is available and presented as an incoming document in the audit database of CertiONE ready for further processing.

### 3. Processing

The process is analogous to the one of the e-invoice flow.

### 4. Delivery

The invoice receipt is delivered to an integrated user in the same manner as described in the e-invoice flow.

### 5. Package

Once the flow for the self-bill is complete, inclusive the invoice receipt message, a download package will be created for the interactive supplier.

Once the download package is created an email notification is sent to the latter, indicating that there is a download package available on CertiONE. It will also remind him to electronically archive the documents for the legal period.

For each invoice there will be at least the invoice and a human readable view of the invoice (PDF). For each invoice receipt there will be two documents, the technical invoice receipt message and a human readable view (PDF). These documents are part of the download package (a zip file). The Customer can open, view, print or save these documents by clicking on it.

#### **3.1.1.3. Consolidated solution description: electronic invoicing based on an advanced electronic signature process**

##### **1. Overview**

The following table indicates for the different possible e-invoicing scenarios the role of Certipost:

<i>Receiver</i>	<i>Interactive user</i>	<i>Integrated user</i>	<i>Non Member</i>
<i>Sender</i>	<i>BSP</i>	<i>BSP</i>	
<i>Interactive user</i> <i>SSP</i>	<i>N.A.</i>	<i>CertiONE = SSP &amp; BSP</i>	<i>CertiONE = SSP</i>
<i>Integrated user</i> <i>SSP</i>	<i>CertiONE = SSP &amp; BSP</i>	<i>CertiONE = SSP &amp; BSP</i>	<i>CertiONE = SSP</i>
<i>Non Member</i>	<i>CertiONE = BSP</i>	<i>CertiONE = BSP</i>	<i>N.A.</i>

### Supplier Service Provider (SSP)

The Supplier Service Provider (SSP) is the e-Invoicing solution provider of the supplier, e.g. the solution provider of the company sending the electronic invoice.

CertiONE as e-Invoicing SSP performs the followings:

- Authenticates sender
- Checks invoice data: the legally required fields are checked on their presence.
- Converts the invoice data in the agreed format: this can be in either human-readable format (PDF document).
- Electronically signs the e-invoice using the digital certificate of the SSP (signed PDF). This is the legal e-invoice and thus the sole document that can be used for tax purposes.
- Delivers the electronically signed e-invoice to the buyer or to the buyer service provider.
- Makes the electronically signed e-invoice available to the supplier for archiving or, if subscribed for, archives the electronically signed e-invoice for the supplier in the Certipost e-Archive.

### Buyer Service Provider (BSP)

The Buyer Service Provider (BSP) is the e-Invoicing solution provider of the buyer, e.g. the solution provider of the company receiving the electronic invoice.

CertiONE as e-Invoicing BSP performs the following:

- Receives the digitally signed e-invoice, issued either by the supplier or by the supplier service provider
- Verifies the electronic signature:
  - Is the signature correct?
  - Is the certificate used to sign trusted, not expired, and not revoked?
- Checks invoice data
  - The legally required fields are checked on their presence.
  - In case the e-invoice is in human-readable format, then a separate machine-readable document is required, and the checks will be performed on this document, without BSP being responsible for the equality of the content of such different formats of the e-invoice.
- Makes it available to the buyer in the requested format.
- Makes the electronically signed e-invoice available to the buyer for archiving or, if subscribed for or if included as foreseen by Certipost, archives the electronically signed e-invoice for the buyer in the Certipost e-Archive.

## **2. CertiONE acting as Supplier Service Provider: Document flow overview**

The message delivery process occurs in 5 steps which are explained below:

1. Creation and Sending
2. Reception and Validation
3. Processing
4. Delivery
5. Archiving

### 1. Creation and sending

In this step, the sender creates the e-invoice data (format A) and guarantees that the e-invoice data contain all obligatory invoice items from a VAT viewpoint.

#### *For Interactive Users:*

The sender logs in with his credentials (username and password) on [www.certiONE.com](http://www.certiONE.com) and creates the e-invoices (format A) using the Bizmail technology provided by CertiONE.

When the user saves his data in Certipost's database, the required fields are checked. Certipost checks if the fields are not empty, but also if every field corresponds with its data type. In case of errors, the user is warned. The data will only be saved in the database when all required fields are filled.

When the Interactive User afterwards decides to send, the invoice is displayed again. He is asked to check his invoice data before final sending. Only if the Interactive user clicks OK, the content of the database is automatically integrated in an XML file which is sent to the CertiONE platform. This XML file is the e-invoice.

After successful upload of the XML file to the CertiONE platform, the file (format A) is available as an incoming document in the audit database of CertiONE, and can be further processed automatically and unambiguously.

*For Integrated Users:*

The sender creates the e-invoice data (format A) in his back-end systems.

In order to secure the transfer of the e-invoice file, the certified connector adds an electronic signature on the invoice files (format A'). The certified connector uses an Internet connection for the upload of the signed e-invoice data to the CertiONE platform using HTTPS, guaranteeing end-to-end delivery and encryption of the communication channel.

In some specific cases, the sender provides two files: a machine readable format (e.g. XML file) accompanied by a PDF file. The sender guarantees that the PDF file reflects exactly the content of the XML file, without Certipost being responsible for such equality.

For users that are not connected with a standard certified connector, the communication is done through a proprietary network. These networks have their own security protocols as to the authenticity of origin and integrity of content. Some proprietary networks allow working with signed documents.

## 2. Reception and Validation by CertiONE

In the reception and validation phase, a document is accepted and validated by CertiONE.

*For Interactive Users:*

The checks are performed in the previous phase. No additional checks are performed on the input format A.

*For Integrated Users:*

After the upload, the signature and the digital certificate are validated (i.e. validity of the certificate, correctness of the signature). If the validation fails, the status of the transaction is set to 'invalid signature', the sender is warned via e-mail and no further action is performed by CertiONE until the files are resent with a valid signature by the sender.

Before invoice data are accepted for further processing, it is checked if the document and field structure is correct. To allow routing, the content of the document is checked for the presence of certain fields, such as the fields with regard to identification of the sender, identification of the receiver, content type and type of document.

After successful upload to the CertiONE platform, the file (format A, without electronic signature) is available and presented as an incoming document in the audit database of CertiONE and can be further processed automatically and unambiguously.

## 3. Processing

The incoming file (format A) is translated into the intermediate XML file (format B) respecting the standard model defined by Certipost. Based on the intermediate format (B), a check is performed on the presence of the legally required fields from a VAT point of view. In case not all mandatory invoicing fields are present, the status of the transaction is set to 'missing fields'. In this case the sender is warned via e-mail and no further action is performed by CertiONE until the file is corrected and resent by the sender and all mandatory fields are present.

Further, the intermediate Certipost XML file format is processed into one output file (format C). Following the legal requirements applicable to electronic invoices, this output file is electronically signed by CertiONE (format C') with an advanced electronic signature based on the Certipost

qualified certificate stored on a Secure Signature Creation Device (i.e. a so-called qualified electronic signature). The digital certificate is attached to the signed file so the recipient can verify the signature.

In the specific cases where two files (XML and PDF) were provided by the sender, the XML file follows the same process as described in the first paragraph. Once all checks give positive results, following the legal requirements applicable to electronic invoices, the PDF file delivered by the sender is electronically signed by CertiONE (format C') with an advanced electronic signature based on the Certipost qualified certificate stored on a Secure Signature Creation Device (i.e. a so-called qualified electronic signature). The digital certificate is attached to the signed file so the recipient can verify the signature.

Each audit record keeps track of all steps in the process and links the incoming file (A/A') with the intermediate (B) and the output file (C) and the data that prove the authenticity of origin and integrity of content. The audit trail data and all different files (A, B and C') are available to the Customer via the website [www.certiONE.com](http://www.certiONE.com).

The processing does not change the content of the invoice.

#### 4. Delivery

The electronic invoice is made available to the recipient. The intermediate Certipost XML file (format B) can also optionally be made available to the recipient.

#### 5. Archiving

Optionally the electronic invoice is archived for the sender (c.f. description of CertiONE e-Archive service (3.1.1.4) for more information).

### **3. CertiONE acting as Buyer Service Provider: Document Flow Overview**

The message delivery process occurs in 4 steps which are explained below:

1. Reception and Validation
2. Processing
3. Delivery
4. Archiving

#### 1. Reception and Validation by CertiONE

CertiONE receives from the supplier or from the supplier service provider, the electronically signed electronic invoice (i.e. the legal e-invoice).

After successful upload to the CertiONE platform, the file (format A') is available as an incoming document in the audit database of CertiONE with status 'received' and can be processed automatically and unambiguously.

After the upload, the electronic signature is validated:

1. Validation of the certificate (authenticity of origin): Is the certificate used to sign valid?
  - Is it trusted?
  - Is it not suspended, expired or revoked?
  - Does it belong to the sender of the document?

If the certificate is valid, the signature is checked.

2. Validation of the signature: Is the signature correct (integrity of the content)?

If the validation fails, the status of the transaction is set to 'invalid signature', the sender is warned via e-mail and no further action is performed by CertiONE until the files are resent with a valid signature by the sender.

All data used for validating the signing certificate are made available with the invoice.

Before an invoice is accepted for further processing, it is checked if the document and field structure is correct. To allow routing, the content of the document is checked for the presence of

certain fields, such as the fields with regard to the identification of the sender, identification of the receiver, content type and type of document.

After successful upload to the CertiONE platform, the file (format A, without electronic signature) is available and presented as an incoming document in the audit database of CertiONE and can be further processed automatically and unambiguously.

## 2. Processing

The incoming file (format A') is translated into the intermediate XML file (format B) respecting the standard model defined by Certipost. Based on the intermediate format (B), a check is performed on the presence of the legally required fields from a VAT point of view. In case not all mandatory invoicing fields are present, the status of the transaction is set to 'missing fields' (CertiONE status 'rejected'). In this case the sender is warned via e-mail and no further action is performed by CertiONE until the file is corrected and resent by the sender and all mandatory fields are present.

Further, the intermediate Certipost XML file format is processed into one output PDF file (format C).

Each audit record keeps track of all steps in the process and links the incoming file (A/A') with the intermediate (B) and the output file (C') and the data that prove the authenticity of origin and integrity of content. The audit trail data and all different files (A, B and C') are available to the Customer via the website [www.certiONE.com](http://www.certiONE.com).

The processing does not change the content of the invoice.

## 3. Delivery

The electronic invoice is made available to the recipient. The intermediate Certipost XML file (format B) can also optionally be made available to the recipient.

### For Interactive Users:

The recipient logs in with his credentials (username and password) on [www.certiONE.com](http://www.certiONE.com) where he can then consult / download his e-invoices.

### For Integrated Users:

The recipient can automatically download the output file with a certified connector to integrate data in his back-end system.

## 4. Archiving

Optionally or if included as foreseen by Certipost the electronic invoice is archived for the receiver (c.f. description of CertiONE e-Archive service (3.1.1.4) for more information).

### **3.1.1.4. Consolidated solution description: CertiONE e-Archive service process flow**

The Archiving service is an optional service for the CertiONE Customers within the e-Invoicing solution. For Bizmail ONEway Customers, the online Archiving service is included for the receiver at no Charge. Certipost archives documents including input, intermediate and output formats as well as applied signatures, according to the obligations stipulated by the concerning regulatory bodies.

With the online archive, the Customer has access to an online archiving module during the whole legal archiving period.

### Archiving process and guarantees

The e-invoices will be stored electronically in the e-Archive module of CertiONE on servers in the EU.

The following is archived:

- A': the signed invoice (if exists)
- A: the stripped invoice in order to be readable
- B: the intermediate Certipost XML

- C: the output file in the format of the receiver (if exists)
- C': the signed output file (if exists)
- B: a human readable view on the intermediate Certipost XML (if exists)
- the audit database containing all audits and linked files, included those invoices that resulted in an error status and were never fully processed or delivered to the receiver (audit trail)
- In case of electronic invoices based on an advanced electronic signature, the data used for validating the signing certificate are also archived.

Depending on the national legislation of the different EU Member States additional information will be stored in the archive, such as:

- Trading partner list
- Invoice summary list
- In case of self-billing, the invoice receipt message. Certipost has chosen to attach the documents of the invoice receipt (the technical message and a PDF view) to the audit trail of the corresponding self-bill. When viewing the e-invoice, the user has also the possibility to view the invoice receipt message.

On the moment of archiving an additional document is created. This document is a zip file which contains all above documents and information from the audit trail. This zip file is signed with the qualified certificate of Certipost. Additionally, a timestamp can be added to this zip file.

The e-Archive module also stores the data that guarantee the authenticity of the origin and integrity of the content of each of the invoices:

- the electronic signature on the original invoice file (if exists)
- the electronic signature on the sent invoice (if exists)
- once a document is received by CertiONE, an audit trail is created in the audit database. For each audit trail a history is available:
  - o Date/time Certipost received the data file from the sender and the status of this action
  - o Date/time when the invoice is processed by Certipost and the status of this action
  - o Date/time when the invoice is sent to/has been downloaded by the receiver and the status of this action

The Customer has access to an online archiving module for the legal archiving period. Certipost guarantees that the online archiving module will be available for the legal period thanks to the continual updating of the software and hardware. Certipost also supports the archiving for a longer duration if necessary, for example, for property documents. These differences are to be agreed upon elsewhere in the Agreement, in principle in the Order Form.

The documents that are stored in the archive can be consulted via an interface.

The Document Archive is a view on the content of the exchanged invoices and their audit trail.

In order to read the invoice data stored in a human friendly way and to understand the invoice data, a human readable format of these data can be consulted, and is stored, on the e-Archive module. This format can also be downloaded and/or printed.

Foreign Customers are advised to check the necessary regulations to follow when storing invoices abroad, for instance notification to the tax authorities.

### 3.1.1.5. Backup & Security

All systems and their data are subject to daily backup (mix of incremental and full backup). The off-site retention period is 12 weeks. During this time Certipost makes sure that the data on tape and in the database of the backup server can be restored. For every application, solution and server Certipost has a separate backup set.

The CertiONE platform is installed on servers located in a professional datacenter. This datacenter is secured with access control (badges, fingerprint and pin-code) and anti-intrusion systems (alarm, video surveillance,...).

The CertiONE platform is also secured by intrusion detection systems and firewalls. Regularly, a specialized company executes intrusion tests on Certipost's platform.

Only a limited number of employees of Certipost, for support reasons, have access to this environment. These employees signed a contract with Certipost which contains a specific clause on confidentiality.

Interventions on this environment are subject to rules and procedures that describe the allowed actions in case of intervention and incidents. These processes are part of our certified quality system.

### 3.1.1.6. Electronic invoicing based on an advanced electronic signature process: Belgacom Elise project

The CertiONE platform is compliant with the EC Directive, using the AES method to guarantee the authenticity of the origin and the integrity of the content of electronic invoices for Belgium, more specific for the Belgacom Elise Project. This is an outbound e-Invoicing process where Belgacom sends invoices to its customers.

#### 1. Electronic invoicing: the message delivery process flow

The message delivery process occurs in 4 steps which are explained below:

1. Creation and Sending
2. Reception and Validation
3. Processing
4. Delivery
5. Archiving

##### 1. Creation and Sending

Belgacom sends e-Invoicing raw data to the CertiONE platform. The e-invoicing raw data is compressed and encrypted before being sent out to the CertiONE platform.

Data documents are sent by Belgacom according to the following rules and sequences:

1. PRICAT data are always sent encrypted & compressed by Belgacom even if it is exactly the same then the previous one.
2. PRICAT data are always sent encrypted & compressed first and before any INVOIC data
3. And then & only then INVOIC data are then sent encrypted and compressed to the CertiONE platform.
4. Based on PRICAT and INVOIC data, the CertiONE platform generates the outbound e-invoices.
5. CertiONE sends the legal e-invoices to its destination.
6. Archiving is optionally either performed by CertiONE either by the customer. Archiving is a legal e-invoicing obligation.

##### 2. Reception and Validation

The CertiONE platform does not know the inbound message format and content (XML, EDIFACT, flat file,...) nor the document type (invoice, purchase order, price catalogue , ...). It only knows the sender identification.

For every incoming file, an audit record is created with sender and network information for audit ability and tracking purposes.

On the incoming message, a security check is performed based on user ID and password to make sure that CertiONE is actually communicating with Belgacom B2B e-invoicing party. This means that only messages from known senders are accepted and handled by CertiONE. Only when the security check is passed successfully, CertiONE will start with a discovery process to identify the file type in order to link the inbound file type with the required handling and rules schema.

The audit record related to the action performed on the incoming messages is created and logged into an audit DB.

The output of the security verification will be:

- The operational sender is identified
- The security is successfully performed

The discovery service is in charge of identifying the message type and its associated services e.g. Belgacom e-invoicing service. Based on the identified services a discovery service is started to launch the associated rules and validation flow.

Process:

1. At the reception, the input file is first decrypted and then uncompressed.
2. A discovery process is started in order to identify the document type.

### 3. Processing

Therefore CertiONE platform starts with the processing of incoming files by sorting them based on Belgacom specification.

One exchange can contain multiple invoices/credit notes. All items related to a single invoice/credit note are grouped together after the sorting per invoice number.

Process:

1. The input PRICAT data file is processed and its content e.g. product codes is stored in CertiONE database. These product codes and related will be used in the other tasks e.g. for generating the viewable format.
2. Simultaneously to mapping to PDF, PRICAT codes are verified and legal checks are performed on the input INVOIC data file. Any incoming data file is supposed to contain the minimum fields (from VAT viewpoint) for generating a legal e-invoice. CertiONE performs checks on the presence of these fields. If one of these fields is not present in the input INVOIC data file sent by Belgacom, CertiONE will not process this data and thus no legal e-invoice will be created.
3. Map & store business data into CertiONE database.
4. Look up to who CertiONE should sent this invoice
5. Find customer subscription
6. Map to the customer desired output format as specified in his subscription profile
7. Generate and create package according to the customer requirements: outgoing envelop format, applying digital signature, encryption, splitting etc.

### 4. Delivery

Outgoing service subscription is known; enveloping and delivery are depended on outgoing network.

Digital signature is applied by using an advanced electronic signature based on X.509 certificates issued by Certipost as Certificate Service Provider (CSP)

Statements:

- 1) Belgacom is the sender of the e-invoice data.
- 2) Customer is the receiver of the e-invoice messages.
- 3) Certipost is the outsourcer for Belgacom's e-Invoicing service; CertiONE is the operational platform of Certipost which is sending e-invoices.

- 4) Outgoing e-invoice messages are created in the customer desired formats; currently XML, EDIFACT and XLS format are supported. Other format may be added e.g. BMF100, IDOC & some other specific custom format.
- 5) CertiONE platform uses the Advanced Electronic Certificate of Certipost for signing outgoing e-invoices.

The following tasks will be performed by CertiONE before sending out an e-invoice:

Signature application:

CertiONE checks the validity of its own certificate before processing;

CertiONE signs the complete e-invoice by using the private key of Certipost. The signature will be applied on the whole e-invoice message. The Certipost certificate is attached to the signed file so the recipient can verify the signature.

Binary splitting:

For each destination, customer has communicated during his registration process the maximum size of a unit incoming message he is able to receive.

So once signed and taking into account this maximum parameter, CertiONE will split the signed message into small pieces, this way the size of each piece does not exceed the permitted maximum size.

Sending messages:

Each e-invoice piece is put in a package. These message packages are then sent out through the customer's chosen protocol among the CertiONE available ones.

Optionally, the content of the MIME message (SMTP protocol only) can also be encrypted by using a X.509 certificate of Certipost.

## 5. Archiving

Archiving is either performed by CertiONE either by the customer itself. Electronic archiving of electronic e-invoices is a legal obligation.

## **2. Conditions**

### Article 1

Reception and processing of EDI transmissions

1. EDI transmissions are deemed to have been received by the Recipient as soon as they are stored on the network without any errors so the Recipient is able to collect them within a reasonable period of time before the due payment date.
2. The Recipient must notify Certipost as soon as possible if it notes any errors or anomalous data.
3. If an EDI transmission is not received correctly or contains errors that prevent normal processing, the Recipient may request that the EDI transmission be resent. Where this is the case, a new transmission of the initial EDI or part thereof will take place.
4. The reference for an EDI also contains the EDI order number, by recipient and in strict sequential order. If a transmission with a given order number is missing, the Recipient must contact Certipost before continuing with the processing of the data.

### Article 2

Logging and storage of EDI transmissions

1. Each party must keep a full and chronological "data log" in which all EDI transmissions are recorded.
2. The data log must not be altered and must be stored securely for a period of time to be agreed by the parties but which shall not under any circumstances be shorter than the period of time laid down under the national legislation, notably accounting and tax provisions.

## 3.2. CertiONE e-Supply

CertiONE e-Supply allows connecting buyers and suppliers to automate the whole trade cycling from Order-to-Payment: buyer can send purchase orders to its suppliers and receive purchase orders from its buyers, as well as confirmations, dispatch-advice, and e-invoices. The suppliers can either work integrated or interactive. Integrated suppliers usually download or upload documents that can be integrated in their backend system. Interactive suppliers consult and create the documents online via the CertiONE website.

### 3.2.1 Storage of documents

All messages are kept online for a period of minimum 3 months and not exceeding 12 months.

### 3.2.2 e-Invoicing Compliance and Archiving Service

See description above within the section CertiONE e-Invoicing.

## 3.3. CertiONE e-Delivery

CertiONE e-Delivery allows for the electronic exchange of sensitive documents between organisations ("e-Delivery documents"). These sensitive documents include invoices, order forms, wage slips, etc.

CertiONE e-Delivery allows for the electronic exchange of sensitive documents with residential clients. This is the myCertipost solution. The receipt of documents via this distribution channel is described in the conditions on the [www.myCertipost.be](http://www.myCertipost.be) website.

### 3.3.1 Conformity of the e-Delivery solution

In the context of the CertiONE e-Delivery, it is possible to exchange HR (Human Resources) or social documents. The Belgian law defines a certain number of obligations as regards "the electronic mailing and archiving of certain documents in the context of the individual employment relationship". This law concerns certain types of social documents (such as wage slips).

The mailing principle for social documents and the question as to which documents are concerned, rests on a reciprocal agreement between the employer and the employee. Both the employer and the employee can decline their agreement unilaterally by informing the other party in a clear and explicit manner that one or several documents shall be sent as a hard copy.

#### 3.3.1.1. Electronic archiving

All electronic documents sent must be subject to archiving with a supplier of electronic archiving services. The archiving is free of charge for the employee and must be guaranteed for a period of five years beginning on the date on which the contract terminates, except when a longer period is foreseen by other guidelines laid down.

The supplier of an electronic archiving service that receives such electronic documents must send a proof of receipt as quickly as possible to the employer. This proof states: the identity of the addressee (the employee), the nature of the document sent and the time at which the document was received. The employee has access to the archived documents at all times.

### 3.3.2 e-Delivery flow

Creation and sending of the Document

The creation and sending of the e-Delivery Document is always executed by an integrated Customer.

The sender creates the e-Delivery (PDF) document(s) in his back-end system, just like the document(s) for routing (XML file) of this document or these documents.

The connector uses an Internet connection for downloading the signed Documents to CertiONE platform via HTTPS, which guarantees the straight-through delivery and the configuration of the communication channel.

### 3.3.2.1. Receipt and validation

Once it has been downloaded, the document is routed to the addressee by means of routing data that have been supplied by the sender.

CertiONE uses the audit database. This audit database is automatically filled with all incoming and outgoing exchanges for every Customer. All exchanges are identified by an audit trace ("audit trail"). All related files created during the processing of the received files are linked to each other by this audit trace.

The data from the audit trace and the files are accessible to the customer via the Document Manager on the website ([www.certione.com](http://www.certione.com)). This processing does not alter the content of the Document.

### 3.3.2.2. Delivery

The Document(s) is(are) delivered either to an individual in his myCertipost account or to a company in the Bizmail ONEway account.

Bearing in mind the secure sending of the Documents via Certipost to the myCertipost accounts of individuals, the sender guarantees Certipost the accuracy of the identity details of the individuals that he supplies to Certipost for the creation of the myCertipost accounts (if necessary).

A message is sent to the addressee by e-mail (or by SMS, only for myCertipost), which tells him that there are new Documents for him in his account.

The addressee can log in to his/her account by entering his username and password.

The message comes with a file attachment. This is the original Document as it was sent by the sender (PDF). The addressee can open, view, print or save it.

### 3.3.2.3. e-HR archiving

The e-HR archiving service is an optional service for Customers of the CertiONE e-HR e-Delivery solution.

The e-HR Documents (wage slips or other) are electronically stored in the e-Archive module of CertiONE. Certipost simultaneously archives for the sender (i.e. the employer or his authorised representative) and – if necessary- also for the addressee (i.e. the employee). Both have access to all relevant information, which is on the same server.

The archiving of the e-HR Document takes place at the same time as the delivery of this document to the myCertipost account of the addressee.

The following documents are archived for a period corresponding to the duration of the employment contract between the employer and the employee plus five years:

- e-HR document (i.e. the document as it was delivered by the sender: for example, the wage slip)
- the routing data as supplied by the sender
- the audit database that contains all audits and related files, including the documents that have gone wrong and that were never fully processed or delivered to the addressee (audit trace). As soon as CertiONE receives an e-HR Document, an audit trace is created in the audit database. A history is available for every audit trace:
  - Date/time that Certipost received the file with the sender details as well as the status of this action
  - Date/time when the e-HR Document was processed by Certipost, and the status of this action
  - Date/time when the e-HR Document was sent to and downloaded by the addressee, as well as the status of this action

An additional document is created at the moment of archiving. This document is a zip file containing all the documents described below and the details of the audit trace. The zip file is signed with the Certipost certificate. In addition, a stamp with the time and date is added to the zip file.

When the archiving takes place, a proof of receipt is generated and sent as quickly as possible to the sender. This proof of receipt states: the identity of the addressee, the nature of the document sent and the time at which the document was received.

The e-HR documents are stored in the e-Archive module, that offers online access to both the sender (the employer or his authorised representative) via his CertiONE account as well as the addressee (the employee) via his myCertipost account.

Obviously the sender (the employer or his authorised representative) must inform Certipost when the contract of the employee in question comes to an end.

## 4. Subscription Levels

Certipost provides according to the Customer's choice expressed in the Order Form or during the online registration session, the here below Services. The Customer may during the course of the performance of the present Agreement opt for additional services or upgrade to another Level. The here below list is not exhaustive and can be modified from time to time.

The CertiONE model recognizes different levels of participation on the platform. The level chosen when registering determines the grade of participation in the platform and also affects the access or freedom that the Customer has.

It goes without saying that the Customer can change the subscription level at any time possible.

### 4.1. Bizmail ONEway

<b>General description</b>	Bizmail ONEway offers users access to a private account on the CertiONE platform, that enables the secure delivery of electronic business documents, like invoices, order notes, salary documents, etc., through a standard Internet browser (web interface). The user can log on to the CertiONE platform using his username and password. On the portal he gets an overview of all received documents. He can modify his opt-in settings, consult these documents, print, save or download them.
<b>Connectivity tool</b>	Bizmail: reception of documents and archiving, excluding - sending of documents
<b>Featured documents</b>	Invoices, order notes, salary documents, etc.
<b>Additional functionalities</b>	<p>Bizmail ONEway Directory:</p> <p>The Bizmail ONEway directory is a list of Bizmail ONEway users: the name of the company, the VAT number and the address of the company are included in the list. This allows them to be contacted by other Customers in the context of certain services offered by the platform: For example, the functionality of the mandates uses this list.</p> <p>Mandate:</p> <p>A Bizmail ONEway user (constituent) has the option to give a mandate via the online interface to another Bizmail ONEway user (authorised representative). The constituent defines both the period of validity of the mandate as well as the type of Documents to which the authorised representative will have access. The constituent shall be informed via a message in his Bizmail ONEway account that another Bizmail ONEway user (authorised representative) wants to grant him/her access to certain messages. The authorised representative can decline or accept this offer. The constituent can change or remove the authorisation at any time.</p>
<b>Storage of documents</b>	All messages stay online for 3 months. The volume of all the messages together must not exceed 50 MB.
<b>Electronic archiving of e-invoices</b>	Bizmail ONEway has standard a solution for outsourcing legal electronic archiving. Through his account, the Bizmail ONEway Customer can access the online archive, in which all electronic invoices of that account are stored during the legal archiving period.

<b>SLA &amp; Customer Support</b>	<p>Certipost guarantees standard assistance for all CertiONE transactions. During normal office hours immediate assistance is guaranteed to all Customers for the applications via customer service (Helpdesk support).</p> <p>The standard rules for the SLA are applicable (see Service Level Agreement CertiONE SLA Support Bronze).</p>
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## 4.2. Bizmail Interactive

<b>General description</b>	<p>Bizmail Interactive is the intelligent CertiONE account allowing the automation of a trading cycle, without the need of back-end integration. Buyers will send orders to these accounts and receive qualitative order confirmations, dispatch advices and invoices. Suppliers can send invoices to these accounts.</p> <p>The user can log on to the CertiONE platform using his username and password and a standard web browser. On the portal he gets an overview of all received documents. He can consult these documents, reply to incoming documents and print them.</p>
<b>Connectivity tool</b>	Bizmail: sending & receiving of documents
<b>Featured documents</b>	Inventory information, purchase orders, order confirmations, dispatch advices, invoices, etc.
<b>SLA &amp; Customer Support</b>	<p>Certipost guarantees standard assistance for all CertiONE transactions. During normal office hours immediate assistance is guaranteed to all Customers for the applications via customer service (Helpdesk support).</p> <p>The standard rules for the SLA are applicable (see Service Level Agreement CertiONE SLA Support Bronze).</p>

## 4.3. Bizconnect

<b>General description</b>	<p>CertiONE Bizconnect allows customers to integrate electronic business documents directly into their back-end applications. As a result, they can exchange documents via the Internet with their trading partners. These suppliers can integrate the messages into their back-office via the Bizconnect Client (application-to-application software for sending &amp; receiving of documents in an integrated manner). Access to CertiONE Bizconnect includes the right to subscribe to a trading cycle of a trading partner or trading community.</p>
<b>Connectivity tool</b>	Bizconnect Client software: Application-to-application sending & receiving of documents in an integrated manner
<b>Featured documents</b>	CertiONE Bizconnect can be used to integrate selected documents. These documents include inventory information, purchase orders, order confirmations, dispatch advices, invoices, etc.
<b>SLA &amp; Customer Support</b>	<p>Certipost guarantees standard assistance for all CertiONE transactions. During normal office hours immediate assistance is guaranteed to all Customers for the applications via our Customer Care service.</p> <p>The standard rules for the SLA are applicable (see Service Level Agreement CertiONE SLA Support Bronze).</p>

### 4.3.1 Bizconnect with option to deliver to Bizmail ONEway

<b>General description</b>	This option is meant for CertiONE Bizconnect senders that seek to deliver their documents to Bizmail ONEway users.
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<b>Featured documents</b>	This option can be used for one-way document distribution, like sending out invoices, purchase orders or wage slips to Bizmail ONEway users.
<b>SLA &amp; Customer Support</b>	Unless otherwise agreed in a specific SLA contract (Gold or Silver), standard SLA rules apply as described in Service Level Agreement CertiONE SLA Support Bronze.  Certipost guarantees standard assistance for all CertiONE transactions. During normal office hours immediate assistance is guaranteed to all Customers for the applications via customer service (Helpdesk support).

#### 4.3.2 Bizconnect with option to deliver to Bizmail Interactive

<b>General description</b>	This option is meant for CertiONE Bizconnect senders/receivers that seek to exchange documents with Bizmail Interactive users.
<b>Featured documents</b>	This option can be used for two-way document exchange for the standard solution CertiONE e-Invoicing, e-Supply and e-Delivery.
<b>SLA &amp; Customer Support</b>	Unless otherwise agreed in a specific SLA contract (Gold or Silver), standard SLA rules apply as described in Service Level Agreement CertiONE SLA Support Bronze.  Certipost guarantees standard assistance for all CertiONE transactions. During normal office hours immediate assistance is guaranteed to all Customers for the applications via customer service (Helpdesk support).

## 5. Service availability and performance

### 5.1. Monitoring

Availability of the CertiONE platform and related front-end applications is measured by monitoring software. This software verifies that the hosted servers are up and responding, application performance, network performance and cluster availability, based on defined scenarios. As a result, measurements will approximate the customer experience and provide an accurate depiction of service quality. Additionally, all errors are logged and handled proactively by the Service Desk. Finally, SLA monitoring is performed in order to meet specific product SLA defined requirements such as processing time of messages and service availability.

### 5.2. Availability targets

The availability targets are described in the Service Level Agreement CertiONE SLA Product Bronze.

### 5.3. Unavailability

The Service will be deemed unavailable when it cannot exchange data, i.e. Service is fully down so no traffic possible at all on the Service Platform, other than if due to any of the following:

- Planned Outage
- Scheduled Maintenance Window
- Excluded Event

*Planned Outage* is a temporary Service interruption necessary for Certipost to carry out essential maintenance or network upgrades.

*Scheduled Maintenance Window* is a regular, weekly, half-hour maintenance window of which Certipost notifies Customer in advance from time to time. Service availability and performance may be affected during this window. The expected scheduled service interruption maintenance window is defined in the Service Level Agreement CertiONE SLA Product Bronze. Maintenance updates are required for modifications to the infrastructure or applications. This may include hardware upgrades,

operating system updates and server application updates or when the CertiONE applications require modification.

Excluded Events are any of the following:

- a fault in, or any other problem or failure associated with, Customer-supplied power, any Customer equipment, site, non-maintained structured cabling or other telecommunications systems not operated by Certipost;
- the fault or negligence of Customer or any third party not within the direct control of Certipost;
- Customer not meeting its obligations described in the Agreement;
- Customer requesting Certipost to make changes although no fault has been detected or reported in accordance with the terms of the Agreement;
- Service suspension in accordance with the terms of the Agreement;
- any other circumstances caused by events for which Certipost is not liable in accordance with the terms of the Agreement.

#### 5.4. Performance targets

Performance targets are described in the Service Level Agreement CertiONE SLA Product Bronze.

### 6. Service Support

During normal business hours, the Service Desk of the Certipost Customer Care department provides standard support for all CertiONE operations on application level directly to all customers, in accordance with the Service Level Agreement CertiONE SLA Support Bronze (cf. <http://www.certisupport.be>).

#### 6.1. Contact information

- phone support: +32 (0)70 22 55 33;
- email support: [service.desk@staff.certipost.be](mailto:service.desk@staff.certipost.be) or via the webform on the CertiONE or Certisupport website..

# Certipost General Terms and Conditions

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## 1. Subject

Along with a few other stipulations, these General Terms and Conditions govern the provision of Services by Certipost and as such form part of the Agreement in question between Certipost and its customers.

## 2. Definitions

In these General Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings:

### Agreement or Contract

Refers to the overall agreement between the Customer and Certipost which comprises the following:

- the Order Form (if any);
- these General terms and conditions;
- the Description of Services and Solutions;
- the Service Level Agreement (SLA);
- any other contractual documents as stated on the Order Form.

The "EDI Interchange Agreement" is sometimes used to refer to both the General Terms and Conditions and the Description of Services and Solutions.

### Certipost

Refers to Certipost NV having its registered office in 1000 Brussels, Muntcentrum VAT BE 0475.396.406, Brussels Register of Legal Entities, and principal place of business in 9320 Aalst, Ninovesteenweg 196, in Belgium

or

Certipost BV having its registered office in 3863 VW Nijkerk, Kajuit 67, VAT NL 8102.75.594, KVK 34166872 in The Netherlands.

### Certipost Party

Refers to Certipost, its associate companies, suppliers, subcontractors and licensors.

### Certipost Technology

Refers to Certipost and its Associated Companies' technology including Service Platform, services, software (in object code and source code form, including that licensed to Certipost by third parties), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Certipost and/or any of its Associated Companies or licensed to Certipost and/or its Associated Companies from a third party) and also including any derivatives, improvements, enhancements or extensions of Certipost Technology conceived, reduced to practice, or developed during the term of the Agreement by either Party that are not uniquely applicable to Customer or that have general applicability in the art.

### Prices or Costs or Charges

Refers to any amount payable in the context of the Agreement, in Euros or in another currency if explicitly stated on the Order Form. A recurrent Price is any Price but the price for installation and consultancy Services.

Compensation Scheme

A scheme, where applicable, providing service credits as compensation for failure in the provision of the Services as detailed in the SLA's Silver and Gold.

Customer

The entity ordering services from Certipost as specified on the Order Form.

Customer Technology

Customer's technology, including Customer's internet operations design, content (including any and all messages with trading partners, content, slides, text-based content, and/or other images provided to Certipost by or on behalf of Customer), software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed during the term of the Agreement by Customer.

Effective Date

Refers to the date on which this Agreement comes into force, that being whichever of the following dates comes first: the possible date that the Order Form is signed or the date on which the Customer is informed that an account has been created for him on the Service Platform.

Costs for Early Termination

Refers to the Prices that would still be payable if the Agreement and/or Orders have not been terminated prematurely, up to the moment that the Agreement and/or Orders could legally have been terminated. The variable recurrent prices are calculated on the basis of an average from the previous period.

General Terms

The clauses in this document.

Initial Term

A minimum or initial term in respect of each of the Services commencing on the relevant Service Commencement Date as shall be stipulated in the Order Form. Such period shall be deemed to be 36 months in the absence of contrary provisions in the Order Form.

Network

The telecommunication system(s) and transaction environment used by Certipost for the provision of the Services.

Order Form

The service order form issued by Certipost and signed by the Customer, detailing the Services and other relevant information between the Customer and Certipost.

Party

The Customer or Certipost and the Parties shall mean both the Customer and Certipost.

Services

Refers to the services in the Description of Services and Solutions that Certipost provides to the Customer in the context of the Agreement and which are indicated more specifically in the Order Form, including the availability of the Service Platform.

Service Commencement Date

Refers to the date on which the Services for the sending, receiving and/or archiving of messages are available for the first time to the Customer for use, such as can be stated by Certipost, a.o., on the invoice for recurrent Prices (for example, SLA, "membership" and/or transactions).

Service Platform

The CertiONE platform and/or equipment, (including any associated user manuals and other documentation), owned by and/or licensed to Certipost and made available to the Customer and installed at Customer's and/or Certipost's site to provide the Services. The Service Platform forms part of the Certipost Technology.

Description of Services and Solutions

Refers to the document of the Agreement that describes the Services that Certipost offers, including those stated on the Order Form.

Software

Refers to the software programs (only in object code format), including any updates and upgrades that will be made available by Certipost as part of the Services.

Year

A period of twelve calendar months commencing on the Service Commencement Date or anniversary thereof during the term of the Agreement.

- 2.1. The expressions 'the Customer' and 'Certipost' shall include their respective successors and permitted assigns and their respective employees and agents.
- 2.2. In the event of any conflict between any of the documents comprising the Agreement, the following order of precedence shall apply: (i) Order Form; (ii) these General Terms and (iii) the Description of Services and Solutions.
- 2.3. Reference to any order form or attachment shall mean, respectively, an order form or attachment issued by Certipost.

### 3. Duration

- 3.1. This Agreement shall come into force on the Effective Date and shall, subject to the terms hereof, continue in force for the Initial Term.
- 3.2. Unless otherwise specified in the Description of Services and Solutions, the term of the Agreement shall automatically continue for 12 month periods (each a Renewal Period) following expiry of the Initial Term or a Renewal Period then in effect, unless either Party gives to the other not less than three months' prior written notice expiring at the end of the Initial Term or a Renewal Period.

### 4. Service delivery and performance

- 4.1. Certipost shall provide the Services in accordance with the Order Form, the applicable sections of the Description of Services and Solutions and the present General Terms and Conditions.
- 4.2. Certipost shall grant the Customer upon proper registration and authorization, access to the Service Platform through a dedicated and personal account allowing online exchange with registered trading partners, community members or third parties.

- 4.3. Certipost may (at no charge to Customer) modify the Services so long as this does not cause a materially adverse impact on Customer's use of the Services.
- 4.4. *Change requests.* Further to a request from the Customer for reasonable changes to the scope of installation and/or consultancy Services, Certipost –to the best of its abilities- shall propose the likely consequences of such request on the Price, time schedule (if any), (dis-)advantages and/or any other impact on the Services. Parties shall then in good faith discuss such conditions and possibly agree upon the change request concerned through an Order Form.
- 4.5. *Acceptance.* At the completion of the installation Services (if any) or at Certipost's delivery of the support containing the Software, the Customer is granted a 10 days period to test the compliance of the installed/delivered material with the agreed upon conditions under this Agreement. Should such tests be satisfactory for Customer or should Customer keep silent with regard to the compliance, that installed/delivered material shall be considered as accepted by Customer at the end of the test period. Any usage by Customer of the installed/delivered material in production environment during the test period, shall also be considered as its acceptance.

## 5. Provision of information and co-operation

- 5.1. The Customer shall promptly provide Certipost (free of charge) with all information, co-operation, immediate access and facilities which Certipost may reasonably require from time to time to enable Certipost to proceed uninterruptedly with the performance of its obligations under the Agreement. The Customer shall in particular disclose all information required to set up the account and shall ensure that the access codes and other identification keys communicated by Certipost are kept safe and used only for the purpose of this agreement.
- 5.2. The Customer shall inform Certipost promptly of any change of address, telephone numbers or any other details which the Customer originally provided to Certipost.
- 5.3. Should any Services be performed on a site of and/or indicated by the Customer, the latter shall foresee an appropriate and secure working environment with permanent access to all services (incl. telephone, fax, internet, electricity, ...) and material (computers, ...) which are necessary for the efficient performance of the Services. Customer shall also prepare its site in consideration of the installation and/or usage of the Service Platform.
- 5.4. Should Customer's failure to timely, correctly and completely perform the tasks entrusted to it and/or failure to foresee the environment with services and material as meant above, (threaten to) compromise the Certipost time schedule, Certipost shall unilaterally apply a new time schedule, without prejudice to Certipost's right to be compensated for its damage resulting from such Customer's failure.
- 5.5. The Customer shall co-operate in allowing Certipost to audit Customer's compliance with the Agreement, at Customer's and/or Customer's subcontractor's site and to examine any records relating to the use of the Services or the equipment connected to it.
- 5.6. Certipost may monitor use of the Service (and disclose and otherwise use the information so obtained) only to the extent allowed by applicable privacy and other laws and regulations and only to:
  - a. comply with applicable law, regulation or other governmental request or order;
  - b. make sure that there is no Service misuse if Certipost has good reason to believe there may be Service Misuse;
  - c. protect the integrity of Certipost's systems and networks;
  - d. provide Service in keeping with the terms of the Agreement; or
  - e. take other actions agreed to or requested by Customer.

## 6. Service specific obligations

In order for Certipost to meet its obligations under the Agreement, Customer must meet the following obligations in a timely manner.

- 6.1. Customer shall use the Services in accordance with the purpose for which they are provided, the Agreement, the guidelines communicated by Certipost and the current legislation.
- 6.2. Customer will not (or attempt to or allow others to) open, repair, maintain, modify, move, provide any security or allow any restriction on the Service Platform or remove or otherwise tamper with any ownership or other identification marks the Service Platform. At any time, Certipost might take possession of Certipost Technology from a Customer site or take other reasonable steps to protect its rights.
- 6.3. Customer needs to obtain and keep in place all licenses, permissions, buyer and/or supplier approvals for e-invoicing and e-archiving and other governmental approvals needed for fiscal, tax and accounting purposes.
- 6.4. Customer designates Certipost as Customer's mandatee for the purpose of dealing with some e-invoicing legal requirements and to act on its behalf either to receive or to send the Messages on the Service Platform as well as to notify Customer's consent to or obtain consent of the trading partner(s), community member(s) or any other third party to send and to receive said Message under a commonly agreed format as available on the Service Platform. Such delegation does however not release the Customer to obtain all required consents as set forth in applicable legislation.
- 6.5. Customer acknowledges that Certipost is merely transmitting and processing the data without any responsibility whatsoever for the content, its meaning to humans, its (non-)conformity to applicable laws and regulations, to standards of good conduct and fair trade practices, and its factual or legal consequences, nor for the transactions or contracts entered into, the goods or services offered and/or received by the Customer through the use of the Services.
- 6.6. Customer shall ensure that the Messages sent by Customer on the Service Platform are in accordance with the agreed upon specifications, as well as with any limitation in quantity and/or volume and any technical limitation of the Message as communicated to the Customer in the Order Form or on the CertiONE website.
- 6.7. Customer shall abstain to send Messages containing viruses or other damaging software programs or to use the Services to post advertising campaigns or fraudulent messages.
- 6.8. Should Certipost reasonably believe that Customer Technology is likely to cause harmful interference or a hazardous effect on Certipost Technology, Customer will promptly remedy the problem.
- 6.9. Customer is responsible for the compatibility of the Customer Technology with the Certipost Technology.
- 6.10. Customer shall take necessary steps to store, archive and safeguard the data in accordance with applicable law and releases Certipost of any such obligation unless otherwise agreed upon.
- 6.11. As outlined in the Description of Services and Solutions, Certipost shall take measures to guarantee the integrity and authenticity of the Messages to the best of its ability as from their creation on the Service Platform and if these are sent and/or stored via the Services. Certipost cannot however guarantee that the security of the Messages is ensured in all circumstances.
- 6.12. Certipost has the right to change its security techniques and procedures in line with the constantly evolving technology and can therefore require its customers to use a specific type of communication software that supports the technology used. With a view to maintaining the security of the account and the Messages, Certipost can carry out an automatic control on the presence of viruses in the account and/or Messages. Nevertheless, Certipost does not guarantee this control.
- 6.13. Should Customer need Access Codes to access any Service, Customer will comply with Certipost's reasonable instructions, as they may be modified from time to time. If Certipost reasonably believes it needs to, it may without notice deactivate an Access Code, and then require Customer to select a replacement. Customer is solely responsible for the safekeeping of the Access Codes and will immediately give Certipost notice ('Access Code Problem Notice') if Customer believes the security of an Access Code has been compromised. Finally, Certipost may without notice suspend access to the Service through an Access Code (i) if Certipost receives an Access Code Problem Notice, (ii) if Certipost has good reason to believe that the security of an Access Code has been compromised, or (iii) if there is a Service Suspension ; such suspension

- will continue until a replacement Access Code is selected by Customer or the cause of the suspension is otherwise resolved to Certipost's reasonable satisfaction.
- 6.14. As Customer has end-responsibility for the security of its Customer Technology and the connections between its Technology, the technology of its subcontractors and the Certipost Technology, Customer needs to use the appropriate means to ensure the security of the Customer Technology and needs to take at least the following high-standard security measures:
- from time to time, Customer will have its adequately trained IT staff perform an IT security risk assessment and shall have them draft an IT security policy;
  - Customer shall make sure that its business processes, software and hardware comply with its IT security policy;
  - Customer shall install an appropriate back-up procedure for its Customer Technology and databases and shall retain the data for as long as legally/contractually required;
  - Customer shall take physical security measures regarding its Technology, shall protect its network and connection with the internet and other networks and organize an adequate technical and organizational control, a.o. to avoid non-authorized accesses and/or modification of the Messages before their arrival at the Service Platform.
- 6.15. Given the security obligations to be complied with by the Customer, the latter acknowledges that any Message which is sent using the specific account of the Customer, are considered effectively to be originating from the Customer. Customer is responsible for any unauthorized access to or use of the Service through Customer's access means and/or account and shall pay any applicable Price which results of such usage.
- 6.16. Should Customer appeal to the services of a subcontractor to technically send its Messages to the Service Platform, Customer remains responsible for any of its obligations under this Agreement and for any action or omission of the subcontractor and therefore shall implement and make its subcontractor to implement security measures as mentioned above and as communicated by Certipost (if any).

## 7. Prices

- 7.1. With an eye to the provision of Services, the Customer shall pay the Prices as mentioned on the Order Form.
- 7.2. Unless otherwise stated on the Order Form, the Prices are exclusive of telecommunications costs, costs for network access and costs for interconnection with other networks (e.g. IE VAN, IPX400) and – for installation and consultancy Prices – exclusive of reasonable travel, transportation, accommodation and restaurant expenses incurred by Certipost for the performance of this Agreement, which shall all be reimbursed by Customer.
- 7.3. The following rules apply to prices for transactions of Messages and unless otherwise stated on the Order Form:
- 7.3.1 At signature of the Agreement, Customer shall estimate the number of Message transactions he will send, which will result in a certain unit Price per transaction. Pre-paying customers shall pay upfront for the total estimated number of transactions for a specified period (in principle for a year), whereas post-paying customers shall only pay for the actually used transactions on a quarterly basis.
- 7.3.2 By the end of each twelve month period as from the Service Commencement Date, Certipost shall count the number of actually used Message transactions as opposed to the number of transactions which had priory been estimated for such period.
- 7.3.2.1. Pre-paying customers who used less than the estimated number of Message transactions, cannot carry over any of such unused transactions to one of the subsequent periods and will not be refunded any pre-paid Price therefore.
- 7.3.2.2. Pre-paying customers who used more than the estimated number of Message transactions, will be invoiced for such additional transactions at the unit Price as initially foreseen for that past period.

- 7.3.2.3. For post-paying customers, by the end of the concerned period, Certipost shall define the correct unit price per Message transaction based on the number of actually used transactions and the Certipost price scheme mentioned or referred to in the Order Form and shall retro-actively for that period perform a debit or credit settlement, where needed.
- 7.3.3 The price per transaction/archiving always applies to a Message with a maximum volume of 25 kilobytes.
- 7.3.4 A "price per transaction/archiving" or "per Message" means a price for a transaction/archiving of one Message and not of any collection of multiple Messages.
- 7.4. Certipost may change the recurrent Prices payable by the Customer (called a Price Change), on the condition that Certipost informs the Customer beforehand of the proposed change (called a Notification of a *Price Change*). Certipost may send a Notification of a Price Change (with a referral to a Certipost website on which the Price Change is outlined) via e-mail, via a letter accompanying the monthly invoices, or in any other reasonable manner determined by Certipost. If the Price Change results in an increase in Prices, then such a Price Change will be invoiced for the first time in the second month following the Notification of Price Change, but the Customer may then end (the relevant part of) the Agreement during this Notification Period up to the end of a period of 30 days after a written notification to this effect from the Customer.
- 7.5. Notwithstanding the Price Change stated in Paragraph 7.4, any recurrent Price (including prices for installation and consultancy Services,) shall be subject by way of this Agreement to an annual indexation as set forth under the Agoria index (<http://www.agoria.be> > feiten&cijfers > prijssherziening > refertelonen > overzichtstabellen vanaf 1994 > landsgemiddelde > tabel 'referteloonkost') (Agoria Index Formula:  $P1 = P0 (0,2 + 0,8 I1/I0)$  Where : P1 : New Fee , P0 : Fee for current index calculation, I1 : Agoria index at date of indexation , I0 : Agoria index at current index calculation).

## 8. Invoicing and Payment

- 8.1. Certipost shall periodically invoice the Customer for the Services, as follows, unless if otherwise stated on the Order Form (e.g. Order Form might define an upfront invoicing) :
- 8.1.1 Set-up, installation and consultancy Prices are invoiced at the end of the month during which these Services have been performed.
- 8.1.2 Annual subscription fees (whether to subscribe to the Services, to adhere to a trade community, to be registered as a trading partner and/or to be licensed Software) are invoiced upfront at the Service Commencement Date and its recurring anniversary date.
- 8.1.3 Transactions of Messages are invoiced at the end of the quarter during which the transactions took place.
- 8.1.4 Excess Fees (i.e. Prices for exceeding any stated volumes, quantities or numbers, e.g. for transactions of Messages with a volume greater than 25 kb) are invoiced at the end of the quarter during which the exceeding took place.
- 8.1.5 Certipost is entitled to invoice 30% of the one-off payable Prices (such as, for example, for installation, consultancy and one-off payable subscription or license Prices) as soon as the Agreement comes into force.
- 8.1.6 Upfront invoiced Prices shall not be reimbursed wholly or pro rata in case of termination or expiration of the Agreement or (part of) the Services.
- 8.2. Certipost is entitled to invoice electronically and the Customer explicitly agrees to accept electronic invoicing and to pay for reasonable administrative charge if a paper invoice would be requested for. The Customer shall pay the Prices in the manner set out in the Service Schedule.
- 8.3. Unless otherwise specified in the Agreement, payment of all sums due under the Agreement shall be made within thirty days of the date of the invoice.
- 8.4. Without prejudice to Certipost's other rights, Certipost reserves the right to charge daily interest on all outstanding amounts, in accordance with the Belgian Law of 2 August 2002 concerning the combating of late payment of business transactions (in execution of the European Directive 2000/35). The interest continues to accrue despite a possible termination of the Agreement.

- 8.5. Prices are exclusive of Value Added Tax, and any other taxes applicable from time to time, which the Customer shall pay. These taxes and contributions will be paid for by the Customer.

## 9. Termination

- 9.1. The Customer may terminate the Agreement and/or Orders (upon giving written notice to Certipost), if Certipost is in material breach of its obligations under the Agreement and fails to remedy the breach within 30 days after receipt of the written notice giving full particulars of the breach.
- 9.2. Without prejudice to Certipost's other rights, such as the right to indemnification, Certipost may terminate the Agreement, de jure, on giving written notice to the Customer, taking immediate effect, if:
- (a) the Customer fails to make any payment when it is due under the Agreement or any other agreements made between the Customer and Certipost;
  - (b) the Customer defaults in due performance or observance of any material obligation under the Agreement and (in the case of a remediable breach) fails to remedy the breach within such reasonable time as Certipost specifies;
  - (c) the Customer provides Certipost or has provided Certipost with false, inaccurate or misleading information for the purposes of obtaining the Services;
  - (d) the Customer does not make material use of the Services for a significant period of time;
  - (e) Certipost has reasonable grounds to suspect fraud or misconduct in connection with the Customer's use of the Services or by any other third party whatsoever, with or without the Customer's knowledge or approval;
  - (f) the Customer, or Customer's activities related to this Agreement, are acquired by or transferred to a competitor of Certipost.
- 9.3. If either Party experiences an Insolvency Event, the Party not experiencing the Insolvency Event may terminate the Agreement by giving the other Party notice in writing. An *Insolvency Event* occurs when a Party is unable to pay its debts as they fall due, or any of the following happens to a Party under its national laws for the protection of debtors (or like circumstances arise or like actions are taken).

In the case of bankruptcy of the Customer, this Agreement becomes legally null and void, without breaching any other rights of Certipost, such as its right to compensation.

- 9.4. Without breaching any other legal means that Certipost may use, the Customer owes Certipost the Costs for Early Termination:
- (a) if Certipost terminates the Agreement as stipulated in clause 9.2 and 9.3;
  - (b) if the Customer himself decides to terminate the Agreement at any time and thus outside the cases stipulated in clause 9.1 or 9.3..

## 10. Consequences of termination

- 10.1. When the Agreement is terminated all unpaid Prices owed up to the end of the Agreement become payable.
- 10.2. Upon termination of the Agreement for any reason the Customer shall:
- (a) forthwith cease to use the Services and the Service Platform and return to Certipost any documentation and licensed Software related to the Services;
  - (b) (to the extent applicable, permit or procure permission for Certipost (i) to gain access to the Service locations during Certipost's normal working hours for the purpose of removing any Service Platform and (ii) allow Certipost to disable the Services, the Customer hardware devices and media support connected to the Service Platform and erase all Customer data stored on the Certipost servers (subject to clause 10.3); if the Agreement is terminated by reason of Customer's breach in accordance with Clause 9.2 the Customer shall pay for the cost of removal.

10.3. After the termination date, in case the Customer ordered online archiving Services or in case such Services are included, such Services, including the necessary material (Certipost software, Customer connected hardware, etc.) shall continue during the archiving term as mentioned in the Description of Services and Solutions and in accordance with the conditions of the Agreement. However, in case the Agreement is terminated by reason of Customer's breach in accordance with Clause 9.2 (a, b, c or e), the online archive at Certipost shall be terminated and parties shall in good faith agree upon (i) the copying of the data on a tangible support or (ii) the migration of the archived data to the Customer or to a third party designated by the Customer, at cost of the Customer.

10.4. The termination or the expiration of the Agreement shall have no impact on the stipulations which by their nature extend beyond the end of an agreement, such as clauses 14, 16, 18 and 19.

## 11. Suspension of the Services

Certipost may at its sole discretion suspend immediately the provision of the Services until further notice, on notifying the Customer either orally (confirming such notification in writing) or in writing in the following cases:

- (a) Certipost is entitled to terminate the Agreement;
- (b) if this is required to comply with any law, regulation, court order or other governmental request or order requiring immediate action;
- (c) if this is required to prevent interference with, damage to, or degradation of the Network;
- (d) if this is required to prevent / resolve a harmful situation;
- (e) the Services are used in a manner which violates any applicable law or regulation, or otherwise exposes Certipost to legal liability, whether this use is by the Customer or any other entity or person using the Services and whether or not this use is authorised or consented to by the Customer;
- (f) the Customer prevents or delays maintenance services from being carried out and, in Certipost's reasonable opinion, such action would prevent the satisfactory provision of the Services ; in this event the Services shall be suspended until the Customer enables Certipost to carry out the maintenance services.

## 12. Reconnection of the Services

If Certipost suspends the Services as a result of the Customer's breach, fault or omission and Certipost subsequently agrees to reconnect the Services, the Customer shall pay a reasonable reconnection charge notified by Certipost to the Customer in respect of the relevant Services. For the pure reconnection itself, Customer shall pay Certipost an amount equal to one time the subscription fee. However, this amount will be increased with a consultancy fee per hour of work for any necessary technical adaptation, to be agreed upon with Customer.

## 13. Compensation scheme

Some prices that are charged in the context of this Agreement may be subject to service credits if Certipost neglects to carry out the Services as set out in the SLA's Silver and Gold.

Such service credits shall be the Customer's sole remedy in respect of any loss arising from or relating to such failure, whether before or after termination and the Customer agrees that such service credits represent a reasonable pre-estimate of the Customer's loss arising from such failure.

## 14. Intellectual property

14.1. Except for the rights expressly granted in this Clause 14 here after:

- (a) this Agreement does not transfer to the Customer any Certipost Technology and Certipost shall at all times keep title to, and all other ownership rights in, Certipost Technology; and

- (b) this Agreement does not transfer from the Customer to Certipost and Certipost's Associated Companies any Customer Technology and the Customer shall at all times keep title to, and all other ownership rights in, Customer Technology.
- 14.2. Save only to the extent permitted by law, the Parties each agree that they shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets or attempt to create any derivative work from the technology of the other Party.
- 14.3. Notwithstanding anything to the contrary in this Agreement, neither Certipost nor its Associated Companies shall be prohibited or enjoined at any time by the Customer from utilising any skills or knowledge of a general nature acquired during the course of providing the Services, including (but not limited to) information publicly known or available or information that could reasonably be acquired in similar work to another of its customer or any of its Associated Companies.
- 14.4. The Customer grants Certipost a non-exclusive, non-transferable, royalty free licence to use the Customer Technology solely for the purpose of providing the Services under this Agreement.
- 14.5. In exchange for the Prices, Certipost provides the Customer, for the duration of this Agreement, with a non-exclusive, non-transferable and non-sub-licensable license to use the consultancy deliverables and the Software (on a single identified machine) solely for the purpose of receiving and making use of the Services under this Agreement and for no other purpose for the duration of this Agreement. This license to use includes the license to download, install, access, copy and use the Software in accordance with this Agreement and the applicable documentation. The Customer may not copy the Software and consultancy deliverables, except as for backup purposes ; any copy must mention the same proprietary notice that appear on the Software and consultancy deliverables. The Customer may not modify, adapt, translate, rent, lease, sell or exploit the Software and/or consultancy deliverables. Should the Software and/or consultancy deliverables contain third party material, the use of such material might be subject to other license conditions to be consulted in the documentation online and/or the third party's website. However, should this Agreement and the entire Software and/or consultancy deliverables legally be transferred by the Customer to a third party (cf. Clause 22.1), this license shall also be transferred to such third party, provided that the Customer informs Certipost by written, does not retain any (back-up) copy and the receiving party accepts the conditions of this Agreement.
- 14.6. Copyright and other intellectual rights concerning all documents, drawings and data that are given to the Customer in the context of the Agreement, remain the property of Certipost or the rightful claimant in question. Such documents, drawings and data are confidential and may not be copied, divulged or used without the prior written consent of Certipost, except for the purposes for which they were supplied.
- 14.7. To the extent that the Customer or its employees or contractors participate in the creation or development of Certipost Technology, the Customer, on behalf of itself, its employees and contractors, hereby assigns to Certipost all right, title and interest, including all intellectual property rights and shall also renounce his right to the mention of his name in and to that Certipost Technology.
- 14.8. The Customer or Certipost shall not use the names, logos, trademarks, trade names or other ownership labels (the Brands) of the other Party in advertising or publicity without prior written consent from that Party or if authorized under this Agreement.
- Unless such approval indicates otherwise, permission to use Certipost's Marks shall endure for the duration of the Agreement.

## 15. Infringements

- 15.1. Within the bounds of clause 16, Certipost shall compensate the Customer for any legal procedures that are raised against the Customer on the grounds of violation of patents, copyright or other intellectual property rights of third parties that are enforceable in Belgium as a result of the use of the Service Platform and/or Services by the Customer in accordance with the stipulations of this Agreement (a Claim for Violation).

As a condition of this indemnity the Customer must:

- (a) notify Certipost promptly in writing of any allegation of infringement;
  - (b) make no admission relating to the infringement;
  - (c) allow Certipost to conduct and settle all negotiations and proceedings and give Certipost all reasonable assistance; and
  - (d) use its best efforts to mitigate any losses the Customer may suffer.
- 15.2. The indemnity in Clause 15.1 does not apply to infringements occasioned by:
- (a) any modification to the Service Platform or the Services which Certipost did not authorise;
  - (b) use of the Service Platform or the Services in combination with other equipment and/or software which Certipost did not supply; or
  - (c) designs or specifications made by or to the Customer's order.
- 15.3. Certipost shall (in addition to its obligations under Clause 15.1 above) do one of the following if the Customer's use or possession of the Service Platform or use of the Services has become the subject of an Infringement Claim:
- (a) at Certipost's cost, obtain the right for the Customer to continue using the Service Platform or the Services; or
  - (b) at Certipost's cost, replace or modify the Service Platform or the Services such that it is no longer infringing.
- 15.4. In the event that Certipost is unable to comply with its obligations at Clause 15.3 then, after giving notice to the Customer in writing, Certipost shall stop providing the relevant Service Platform or the Services and terminate this Agreement and neither Party shall incur any liability to the other as a result of such a termination, yet without prejudice to clause 15.1.
- 15.5. The remedies provided in this Clause 15 are the Customer's sole remedies in the event that the Customer's use or possession of the Service Platform or use of the Services in accordance with this Agreement is the subject of an Infringement Claim.
- 15.6. The Customer shall indemnify Certipost against all proceedings arising from the infringement of any third party patent, design, copyright or other intellectual or industrial property right enforceable in Belgium by reason other than set forth in section 15.1.

## 16. Warranties and limitation of liability

- 16.1. Certipost shall provide the Services using reasonable skill and care and in accordance with the terms of this Agreement.

Certipost takes the appropriate care to develop programs and software for access to the Services.

Should Certipost supply any Software to the Customer under this Agreement, then it's supplied "as is", without any warranty. However, Certipost performs support and maintenance Services for its standard Software in accordance with its Support SLA. Certipost does everything possible to solve standard Software problems and to have the standard Software functioning in accordance with the Agreement. Therefore, Customer must accept and install –at its cost and within 30 days– all Certipost's standard Software adaptations, possibly through upgrades, updates, 'work around' and 'bug-fixes'. As Certipost is entitled to unilaterally cease its support and/or maintenance Services on certain previous versions of the standard Software, Customer must always install and use the recent version of the standard Software, at its cost. These support and maintenance Services are not supplied (i) for non-standard Software, such as the customized Software elements (e.g. format conversions, mapping, scripting, ...) and (ii) for problems caused by third party software/hardware and/or abnormal use or misuse of the Software. At Certipost's request, Customer shall assist during maintenance and/or update/upgrade activities.

- 16.2. Should a time schedule and/or specific delivery dates be agreed upon under this Agreement, Certipost shall do its utmost to respect these deadlines, which are, however, only given for planning and information purposes without being binding upon Certipost. Should parties agree upon Certipost perform certain Services during a specified number of mandays (i.e. mainly under a "time & material" Price regime), Certipost shall perform that total number of mandays,

however without any commitment that such initially foreseen number of mandays would be sufficient to carry out all concerned Services.

- 16.3. Except as set out in this Agreement all conditions, warranties and representations (whether expressed or implied by statute, law or otherwise, including but not limited to warranties of merchantability, fitness for purpose, title or non existence of computer viruses or harmful codes) are excluded to the fullest extent permitted by law.
- 16.4. Subject to Clause 16.6 and the service credits for which clause 13 prevails, Certipost's entire liability under or in connection with this Agreement whether for negligence, breach of contract, misrepresentation or otherwise shall be limited in respect of all incidents to an amount equal to the annual recurrent part of the Prices as have contractually been defined for the first 12 month period of the Agreement.
- 16.5. Except as expressly set out in this Agreement, Certipost shall not be liable to the Customer, whether for negligence, breach of contract, misrepresentation or otherwise, arising out of or in connection with this Agreement for:
- (a) loss or damage incurred by the Customer as a result of third party claims;
  - (b) direct or indirect loss of profits, revenue, business, contracts or anticipated savings;
  - (c) indirect or consequential loss; or
  - (d) loss of data.
- 16.6. Nothing in this Agreement shall limit either Party's liability for:
- (a) death or personal injury caused by that Party's negligence;
  - (b) fraud; or
  - (c) willful misconduct.
- 16.7. Notwithstanding any statement in this Agreement, Certipost shall have no liability whatsoever for or in connection with any customer data, electronic data, software, merchandise, information, products or services provided or accessed through the internet, connectivity to the Internet or interconnectivity with a third party private network.
- 16.8. The Customer shall indemnify Certipost and its Associated Companies against any liabilities, actions, losses, judgments, payments awarded against or incurred or paid by Certipost and its Associated Companies resulting from any of the following, except to the extent such liability is due to Certipost being in breach of Certipost's obligations to the Customer under this Agreement:
- (a) use of services, facilities, equipment and/or software which are not provided by Certipost in connection with the Services;
  - (b) the Customer's breach of any legislation or other regulations applicable to its use of the Service Platform or the Services.
- 16.9. Certipost has taken out an insurance policy that, under certain conditions, covers the financial consequences of the third party liability that it can be charged with for damages caused by its activities, amounting to at least EUR 1,000,000 per damage fact and per insurance year.
- 16.10. Subject to otherwise applicable stipulations (for instance, in SLA), any complaint concerning the Services must be reported to Certipost in writing within 30 days after the Customer had knowledge of or should reasonably have known about the incident that resulted in the complaint. After the lapse of this time the complaint is regarded as inadmissible.

## 17. Force Majeure

- 17.1. A Party is not liable for, and it is excused from, any failure or delay in performance due to a cause beyond its reasonable control, including, but not limited to strikes, inclement or severe weather, industrial disputes (other than between the affected Party and its employees), general power outages, lightning or fire, acts of local or central government or other competent authorities, war, acts of terrorism, civil disorder, acts or omissions of other telecommunications operators, the obstruction by a third party of line of sight between microwave installations, or events beyond the reasonable control of its suppliers (a Force Majeure Event).
- 17.2. The Party affected by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event.

17.3. If the Force Majeure Event continues for a period of more than three months, a Party may terminate this Agreement by giving not less than one month's notice to the other Party without any liability to either Party.

## 18. Data protection

18.1. In this Clause 18 in addition to the terms defined in Clause 2, the following expressions shall have the following meanings:

Law(s) on Data Protection refers to the EU Guideline concerning Data Protection (95/46/EC) or other applicable laws or regulations such as they can be changed from time to time, for example, the Law of 8 December 1992 for the protection of personal life as regards the processing of personal data (also Privacy Law);

Personal Data means information defined as such in the EU Data Protection Directive (95/46/EC) or information treated as personal data under any other law or regulation applicable to the information, such as the Privacy Law.

In the context of this Agreement, the Customer will share Personal Data related to its customers and/or employees with Certipost (the "Processor"), as described below.

In the case of messages destined for an account of an individual customer and/or employees of the Customer, the following Personal Data of the customers and/or employees can be shared with the Processor: first name, last name, gender, address, language preference, e-mail address, date and place of birth, mobile phone number, nationality.

These Personal Data are sent to the Processor in a secure electronic way (e.g. in Secured Assertion Markup Language, ...).

These Personal Data shall be processed by the Processor, on behalf of the Customer and in accordance with the stipulations of this Agreement, with a view to providing the Services.

The Processor takes the appropriate technical and organisational measures to protect the Personal Data from chance or wrongful destruction and any other form of impermissible processing.

In general, Certipost takes the following technical and organisational security measures amongst others:

- protection of physical access to the messages: specially secured and dedicated space in a secure data centre, ...;
- protection of "remote" access to the messages: firewall, audit, controlled access, ...;
- prevention of loss or destruction of messages: redundant servers, back-up systems, business continuity plans, ...;
- prevention of changes to messages: authentication of users, electronic signature, encrypted communication, ...;
- drafting of and respect for procedures and guidelines: projects, release management, departure procedure, IT security procedure, (ISO, ...) audit & tests, ...

The Processor shall limit access to the Personal Data to those persons who need such access in order to carry out their tasks as allocated to them by the Processor in the context of the execution of this Agreement.

The Processor shall not make copies of the Personal Data, except insofar as necessary for the execution of this Agreement.

The Processor shall inform his personnel of the stipulations of the Privacy Law concerning the processing of Personal Data.

18.2. The Parties recognize that Certipost may process Personal Data for the provision of the Services. Certipost may share the Personal Data sent to them by the Customer with third parties, if this is necessary for the delivery of the Services and if the Customer has given his consent in this regard. For the reasons stated in clause 19.5 in fine of these General Terms and Conditions, the Customer hereby gives its consent to Certipost to send on Personal Data of its contact persons to other Certipost customers.

Notwithstanding the foregoing, the Customer shall indemnify Certipost against any claims, losses, costs or damage that arise from such processing by Certipost.

The Customer agrees that Certipost may use data concerning the Customer and/or the relevant employees of the Customer in order to send out direct marketing to the Customer (and/or his employees) concerning the products and/or services of Certipost, and this via all means, including telephone, e-mail, SMS or letter. The Customer agrees that Certipost may use data concerning the Customer and/or the relevant employees of the Customer in order to send out direct marketing to the Customer (and/or his employees) concerning the products and/or services of third parties, and this via letter or via telephone. The Customer makes sure that all relevant consent has been acquired in order to allow Certipost to undertake such action.

Opt-out: The Customer informs Certipost Customer Service (via [marketing@staff.certipost.be](mailto:marketing@staff.certipost.be)) if the Customer or employees in question of the Customer do not wish to receive any direct marketing material (any longer) and/or if the contact persons do not want to be named (any longer) with regard to other Certipost customers (see article 19.5 in fine of these General Terms and Conditions).

The relevant employees/customers of the Customer have a right to access and amend their data. For this purpose the employee/customer must send a signed and dated request together with a copy of his/her identity card to the Certipost Legal Department at the head office in Belgium.

The Customer shall:

- (a) comply with, and its acts or omissions shall not cause Certipost to be in breach of, any Applicable Data Protection Law;
- (b) obtain adequate consents from the Customer's customers and employees, including for transfers of Personal Data; and
- (c) be responsible for the instructions the Customer may give to Certipost regarding the processing of Personal Data; which instructions shall only be followed to extent necessary for the provision of the Services.

## 19. Confidentiality

19.1. One Party (the *Disclosing Party*) may disclose to the other (*Receiving Party*), or the Receiving Party may otherwise obtain, information that is confidential to the Disclosing Party (*Confidential Information*). For the avoidance of doubt, the pricing and other terms of the Agreement are Confidential Information for both Parties.

19.2. The Receiving Party shall:

- (a) keep Confidential Information in confidence, using a reasonable degree of care to protect its confidentiality;
- (b) uses Confidential Information only for the purpose intended in this Agreement in order to perform his duties as regards the Agreement, and does not impart these to third parties unless this is otherwise specified in this Agreement;
- (c) not disclose Confidential Information to any other party, except that the Receiving Party may share Confidential Information with persons with a need to know for the purpose contemplated by this Agreement so long as those persons are also obligated to treat the Confidential Information in a manner substantially similar to that described here; and
- (d) upon and as requested by the Disclosing Party, either return the Confidential Information or destroy it and so certify to the Disclosing Party.

19.3. Persons who have a need to know include persons who are employed by or are directors, consultants or sub-contractors of: (i) the Receiving Party; (ii) the Receiving Party's parent company; (iii) the subsidiaries of the Receiving Party or (iv) the affiliates or subsidiaries that are under the control of the Receiving Party's parent company. The Receiving Party shall notify all such persons of the existence of this Agreement at the time the Confidential Information is disclosed to them and ensure that such persons are bound by an undertaking in substantially the same terms as this Clause.

19.4. Either Party may disclose the Confidential Information: (i) if and to the extent required by law, order of court or the rules of any relevant regulatory authority or stock exchange; (ii) if and to

the extent the Confidential Information has come into the public domain through no fault of that Party; or (iii) if that Party obtains the prior written consent of the other Party.

19.5. Certipost may share the Confidential Information with a potential buyer of all or part of Certipost and/or its Related Businesses.

Certipost may receive information about the Customer, directly from the Customer, through the use of the Services by the Customer, from third parties like agencies who give credit references and from third party message senders who are contracted to the Customer.

Certipost uses such information, and may share such information with third parties with whom Certipost is working in order to provide the Customer with the Services. Certipost may also use, and disclose to third parties, the Customer's information for the purposes of debt collection and fraud investigation, market research and liaising with regulatory authorities.

Certipost may publicly refer to the Customer as being a customer using the Service. More particularly, Certipost has the right to mention company data of the Customer such as its name, VAT number and logo, as well as a description of the Services in all sorts of marketing publications and on its website as well as to impart it in any other manner to third parties in the interests of executing the Services.

Certipost is entitled to carry out a comparison between its own customer database, in which the Customer is also included, and that of a customer of Certipost (primarily message senders) who have asked for it ("requesting customer"). Certipost is then entitled to share the results of such a comparison with the requesting customer in question. Thus, Certipost can, for example, (i) communicate the number that are also a customer with Certipost, and/or (ii) communicate the number sent/received messages by a customer, and/or (iii) send the name, VAT number, business number and/or logo of Certipost customers (including details of their contact persons and addresses to which Certipost sends notifications, such as last name, first name, e-mail and postal address; see also clause 18.2 and 21 of these General Terms and Conditions) to the requesting customer.

Finally, Certipost can also inform a third party that might make use of the Certipost services of the number of its customers that are also a customer with said third party, following comparison of databases.

19.6. This Clause shall continue in full force and effect for a period of 5 years following the end of this Agreement.

## 20. Non-poaching

Till the end of a period of 12 months following the end of the present Agreement, the Customer commits itself not to engage, either directly or indirectly any Certipost collaborators, nor shall it urge, either directly or indirectly, such collaborators to resign, or – either directly or indirectly – to employ them for its own account or for the account of third parties, to offer them any work, remuneration or employment, pay them compensations or give them assignments to carry out. Infringement on this commitment shall lead to indemnification of all damages suffered by Certipost as a result thereof, with a lump sum fixed at minimum of six months' gross salary of the collaborator concerned.

## 21. Notices

Notices should be sent to:

Certipost:	Contract Manager at principle place of business,
Customer:	the address to which from time to time the Customer asks Certipost to send invoices, or the Customer's registered office or in the CertiONE account of the Customer or to the e-mail address given by the Customer.

Any notice, invoice or other communication given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid mail, by registered mail, electronic – registered or normal – mail or fax to the address and for the attention of the relevant Party set out above (or as otherwise notified by that Party hereunder). Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
- (c) in the case of registered airmail, five days from the date of posting;
- (d) in the case of fax, at the time of transmission;
- (e) in the case of a – signed or not signed – electronic mail, at the time it is sent.

## 22. Assignment and subcontracting

- 22.1. The Customer shall not assign, transfer or delegate all or any of its rights and obligations under the Agreement without Certipost's prior written consent (such consent not to be unreasonably withheld).
- 22.2. Certipost shall have the right to assign or transfer all or any of its rights and obligations under the Agreement to any entity save that where that entity is not an Associated Company Certipost shall give prior written notice to the Customer and the Customer shall undertake all acts necessary to effect such transfer.
- 22.3. Certipost may subcontract any of its obligations under this Agreement.

## 23. Entire agreement

- 23.1. The Agreement represents the entire understanding between the Customer and Certipost in relation to its subject matter and supersedes all prior agreements, understandings or arrangements made by either Party, whether oral or written.
- 23.2. Any terms and conditions (including dates) on any purchase order or other document whatsoever which the Customer issues in connection with the Agreement shall not be binding on Certipost nor be used to interpret the Agreement.
- 23.3. Each Party acknowledges that it is not entering into this Agreement in reliance on any representation of the other except those contained in this Agreement and in the event of misrepresentation (other than fraudulent misrepresentation) the only remedy available shall be a claim for breach of contract.

## 24. Modification

- 24.1. If during the term of the Agreement, Certipost sends to the Customer a revised version of these terms together with a notice stating when they shall come into force and the Customer continues to make use of the Services after such date, then the Customer shall be deemed to have accepted the revised terms with effect from the date specified in the notice.
- 24.2. If the Customer lets it be known within 30 days of notification that it does not accept the revised terms and conditions, then the revised conditions will be applicable and enforceable from the expiry of the Initial Term or, if relevant, the then current Extension Period and the Customer will have the right to end this Agreement as provided for in the Agreement. Should the Agreement be signed for an indefinite period of time and the Customer lets it be known that it does not accept the revised conditions, the Customer may end the Agreement subject to a 3 months notice period.
- 24.3. Notwithstanding Clause 24.1, Certipost shall have the right by notice in writing to the Customer to modify the Agreement at any time so as to comply with any regulations or other requirement applicable to or imposed upon Certipost under the Conditions, by any competent authority.
- 24.4. Except as stated in Clauses 7.4 (Prices), 24.1 and 24.3 above, the Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.

## 25. No waiver

Failure by either Party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

## 26. Severability

If an article of the Agreement is regarded by an authorised court of law or administrative body as invalid or impractical, then the invalidity or impracticality of the clause in question shall have no effect on the other clauses and all articles that are not affected by this invalidity or impracticality shall remain completely valid. Parties shall then replace the clause in question to the best of their ability with a valid and practical clause that best serves the interests of both parties.

## 27. Dispute resolution procedure

In the event that a dispute arises between the Parties with respect to any matter concerning payment or the provision of the Services under the Agreement, either Party may send the other a notice of the dispute which clearly sets out the issue in dispute (Dispute Notice). Within 14 days of the date of the Dispute Notice the account managers (or equivalent) of each Party shall meet and resolve the matter. If the matter is not resolved within that time either Party may escalate the matter to a commercial director of each Party. The commercial directors of each Party (or his or her delegate) shall, within 14 days of the conclusion of the meeting of the account managers, meet and use all reasonable endeavours to resolve the dispute. If the dispute is not resolved within that time, either Party may commence litigation proceedings in accordance with Clause 28 (Governing Law and Jurisdiction).

## 28. Governing law and jurisdiction

28.1. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Belgium.

28.2. The courts of Brussels (Dutch chambers) shall have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement.