

AGREEMENT ON THE TESTING OF NBB-PKI

BETWEEN

- (1) [...], a [...] under [...] law, having its registered office at [...]; further referred to as the "**Certificate User**";

AND

- (2) Nationale Bank van België / Banque Nationale de Belgique, a limited liability company by shares under Belgian law, having its registered office at de Berlaimontlaan 14, 1000 Brussels, Belgium, registered in the legal entities repository of Brussels under the enterprise number 0203.201.340; further referred to as "**NBB**";

Hereinafter collectively referred to as "**the Parties**" and individually as "**a Party**";

IT HAS BEEN CONSIDERED AS FOLLOWS:

- (1) NBB imposes on the participants to its central securities depository ("NBB-SSS") RAMSES application the use of identification, strong authentication and signature tools based on electronic certificates. This initiative is part of the NBB-public key infrastructure.
- (2) As part of the RAMSES deployment, the Certificate User will test and evaluate the suitability of the NBB-public key infrastructure, including Tokens and Certificates provided by NBB.

THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

For the purpose of this agreement:

- "**Agreement**" means this agreement on the testing of Tokens and related tools and its Annexes, as well as all other documents to which this agreement specifically refers, even if they are not materially attached as an Annex to this agreement;
- "**Certificate**" means an electronic file which binds a public key with a Certificate User's identity and is used for the following purposes: (a) to verify that a public key belongs to the said Certificate User; (b) to electronically verify the identity of (= authenticate) the Certificate User; (c) to check a Certificate User's signature; (d) to encrypt a message by a Certificate User and (e) to verify a certificate User's access rights to electronic applications, systems, platforms and services operated by the NBB-SSS;
- "**PIN code**" means the personal identification number delivered with the Token to the Certificate User, which serves as a password preventing the use of the token by another person than the Certificate User;
- "**NBB-PKI**" stands for "NBB-public key infrastructure" and means the set of individuals, policies, procedures, and computer systems necessary for NBB to provide authentication, encryption, integrity and non-repudiation services, in particular in the operation of the NBB-SSS, by way of public and private key cryptography and electronic certificates;

- **“Token”** means the data carrier device USB-stick Safenet5100, on which the certificate is stored, and the use of which is conditioned by the entry of the personal identification number (“PIN code”) of the Certificate User;
- **“Trusted person”** means the physical person who is legally entrusted by the Certificate User, on the basis of a power of attorney validly issued and not revoked by the Certificate User, to request either the issuance of a certificate, the delivery of a token and/or the revocation of a certificate on behalf of the Certificate User.

ARTICLE 2. OBJECT AND PURPOSE OF THE AGREEMENT

- (1) NBB agrees to provide to the Certificate User access to the test environment of the NBB-PKI, including through the delivery of Tokens and the provision of Certificates, and the Certificate User accepts, subject to the terms of this Agreement. The Certificate User agrees to test and evaluate the NBB-PKI, including the Tokens and Certificates, as provided herein.
- (2) The Certificate User acknowledges and agrees that it will use the NBB-PKI, including the Tokens and Certificates, for testing purposes only and that they may not and shall not be used for identification, authentication or signature of actual transactions or communications, in the NBB-SSS production environment in particular or vis-à-vis the NBB in general.

ARTICLE 3. START OF OPERATION OF THE NBB-PKI IN TEST ENVIRONMENT

The NBB-PKI shall start to operate in test environment on 2 January 2014.

ARTICLE 4. DELIVERY AND VALIDITY OF TOKENS

- (1) As from the date of execution of this Agreement, the NBB shall physically deliver Tokens to the Trusted person with the purpose of testing the NBB-PKI, together with the initial PIN code as well as the associated Certificate User identification data linked with each delivered token.
- (2) Each Token shall have a validity of three years as from the date on which they are physically delivered to the Trusted person. NBB shall inform the Certificate Users of the expiration of this validity three months in advance.

ARTICLE 5. FEE

The Tokens and certificates are provided against payment by the Certificate User of a flat fee of EUR 200 per Token for the full validity period of the Token. No refund of this fee shall be granted, even in case of loss, damage etc.

ARTICLE 6. LIABILITY

- (1) In performing their respective obligations under the Agreement, the Parties shall be bound by a general duty of reasonable care in relation to each other. Each Party shall take all reasonable and practical measures to mitigate loss or damage.
- (2) The Parties shall bear the burden of proof of demonstrating that they have not breached their duty of reasonable care in performing their respective obligations under the Agreement, including in the operating of technical facilities thereof.

ARTICLE 7. CONFIDENTIALITY

- (1) The Parties shall keep confidential all sensitive, restricted, confidential or secret information or know-how (whether such information is of a commercial, financial, regulatory, technical or other nature) that is marked as such and belongs to the other Party or which the other Party

has a lawful right to use, and shall not disclose such matters to any third party without the express, prior and written consent of the other Party.

- (2) The duty of confidentiality under this Article does not apply where disclosure is:
- (a) warranted by the defence of a Party's legitimate interests in court proceedings, arbitration or similar legal proceedings; or
 - (b) required by law.

Each Party shall inform the other Parties about any disclosure of confidential information in the context of such court proceedings, arbitration or similar legal proceedings.

ARTICLE 8. REPORTING

The Certificate User shall report without delay to NBB any matter that has a material impact on the operation of the NBB-PKI and any perceived defect in the Token. Following the discovery of any defect to the Token, the Certificate User shall terminate its use of the Token.

ARTICLE 9. MISCELLANEOUS PROVISIONS

A. NOTICES

Any notice sent under this Agreement shall be in writing (fax, post, or any other durable means of communication, including e-mail).

B. WAIVER

A failure or delay in exercising any right or remedy under the Agreement shall not operate as a waiver of, and accordingly shall not preclude or limit any future exercise of, that right or remedy.

C. SEVERABILITY AND SURVIVAL

Should a provision of the Agreement be or become invalid, illegal or unenforceable, the other provisions of the Agreement shall remain valid, legal and enforceable. The Parties shall negotiate as soon as possible a valid, legal and enforceable provision to replace the invalid, illegal or unenforceable one, the legal effect of the new provision being as close as possible as the intent of the invalid, illegal or unenforceable provision.

D. REVISION OF THE AGREEMENT

- (1) The Agreement constitutes the complete agreement between the Parties regarding the testing of NBB-PKI and supersedes any prior written or oral agreement concluded between the Parties regarding the same subject.
- (2) Any amendment or modification of the Agreement shall be made in writing, shall be executed by both Parties and shall enter into force on the date as specified in the relevant amendment or modification.

ARTICLE 10. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be construed and enforced according to the laws of the Kingdom of Belgium and any dispute under this Agreement must be brought in the Commercial Court of Brussels and no other.

ARTICLE 11. EFFECTIVENESS, DURATION AND TERMINATION

- (1) The Agreement shall become effective on the date of signature.

- (2) The Agreement is concluded for an indefinite period of time.
- (3) The extraordinary right of a Party to terminate the Agreement if the other Party does not fulfil its own contractual duties pursuant to Article 1184 of the *Belgian Civil Code* shall remain unaffected.
- (4) Termination of the Agreement for any reason whatsoever shall not affect provisions on the following items:
 - (a) ARTICLE 6. : Liability
 - (b) ARTICLE 7. : Confidentiality
 - (d) ARTICLE 10. : Applicable law and dispute resolution.

In Witness whereof, the parties have executed this Agreement.

Certificate User

NBB

Date