

Qualified Certificate for electronic seal (QC eSeal EPREL)

Qualified certificate for electronic seal in accordance with Regulation (EU) No 910/2014 (eIDAS).
Qualified electronic seal for use in the EPREL database system.

Basic information on Data Protection

Data controller	ANF Autoridad de Certificación Asociación, ANF AC
Purpose	Issuance of electronic certificate
Legitimation	Execution of a contract
Rights	Access, rectify and delete data, as well as other rights, as explained in the additional information
Additional Information	You can consult the additional and detailed information on Data Protection on our website: https://www.anf.es/en/politica-de-privacidad/

Information about the Organisation (Subscriber)

The organisation that the certificate will be issued to, being the subject of the certificate.

Organization name *(as in the official Registry)*

City

Organisation VAT number

Country

(2.5.4.97. Organization Identifier)

Registered office address

Postal code

Region

Phone number

If you wish to restrict the use of the electronic seal to a subdivision or department of your company, indicate it in the next field. Otherwise, leave it blank.

Seal service name:

Organisation's Authorised Representative

The person authorized to confirm the identity of the Organization by physical presence before a Notary. The authorized person must prove sufficient powers of representation.

Name Job position *(as in the power of attorney)*

Surname Region

ID number* City

(2.5.4.5. Serial number)

Phone number Country

Email Postal Code

Address

** Note: Attach the applicant's Identity Document when delivering this form.*

It is important that you provide a phone number and email address to which you have access. You will receive the activation passwords of your request by SMS and mail.

Power of attorney or private equivalent document

Notary name Register

Protocol Date

Inscription More details

** Note: Attach the power of attorney that proves sufficient powers of attorney when delivering this form.*

Intervene

The subscriber of the certificate, detailed above, and Mr. Florencio Díaz Vilches of legal age, with Spanish Tax Identification Number 37.271.387W, with established residency for the purposes of this agreement in Gran Vía de les Corts Catalanes, 996, Floors 3^a and 4^a, Barcelona. Acting on behalf, in his capacity as Chairman, of **ANF Certification Authority**, a non-profit entity incorporated under the Spanish Organic Law 1/2002 of March 22 and registered with the Ministry of Interior with the national number 11,465, VAT number G-63287510 and registered office in Paseo de la Castellana, 79 -28046 – Madrid - Spain. Hereinafter **ANF AC**.

And, if appropriate,

Mr./Mrs _____, as **CERTIFICATE RESPONSIBLE**, designated by the Subscriber, as the natural person responsible for the use of the certificate, limiting its intervention in the present agreement to the acceptance of the use of the certificate, entrusted by the **SUBSCRIBER**.

The Parties acknowledge to possess enough legal capacity to execute this Subscription Agreement (hereinafter, the "Agreement") and manifest the validity of the statutory powers of their respective representatives, along with the represented companies.

Declare

- I. That **ANF AC**, is a qualified trust services provider in accordance with Spanish Law 59/2003, of December 19th, on Electronic Signature, and Regulation (UE) No 910/2014 of the European Parliament and of the Council of July 23rd, 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/CE.
- II. That the activity of **ANF AC**, as a qualified trust services provider, is regulated by the LFE, the Regulation (UE) 910/2014, and as stipulated in its Certification Practice Statement (CPS), the Certification Policies (CP), as well as any additional documents supplied to the **SUBSCRIBER**.
- III. That **ANF AC** provides, within its catalog of trust services, the service of certification, issuance, revocation and renewal of qualified certificates for electronic signature and seal, and ordinary certificates without the legal consideration of qualified certificates, in accordance with Spanish Law 59/2003, of December 19th, on electronic signature.
- IV. That the **SUBSCRIBER** knows the Trust Services offered by ANF AC, and wants to use them.
- V. That the **SUBSCRIBER** understands and accepts the fees associated with these Trust Services, which are permanently posted and updated on the website www.anf.es.
- VI. That **ANF AC**, after the completed certificate request and payment, will provide the **SUBSCRIBER** with a Signature Creation Device approved by ANF AC, with the security qualification chosen by the user and always appropriate to the type of certificate requested, in which it is stored a copy of:
 - ANF AC Certification Practices Statement.
 - Time Stamping Authority Policy and Practices Statement of ANF AC.
 - Certification policies published by ANF AC.
 - ANF AC Electronic Signature Policy.
 - Spanish Law 59/2003, of December 19th, on Electronic Signature.
 - Regulation (UE) 910/2014.
 - Terms and Conditions for Time Stamp Services
 - Terms and Conditions for the Use of Certificates and Services

The Subscriber is warned that these documents are reviewed periodically and are subject to modifications. The Subscriber has the obligation of obtaining the latest and valid version in www.anf.es.

Furthermore, the Subscriber and, where appropriate, the Certificate Responsible, is warned that, in the certificates of Public Employee, Public Administration Electronic Seal, Electronic Headquarters and EV Electronic Headquarters, all of them of Medium Level or High Level, will be issued per the device used by the subscriber to activate their keys. The use of qualified signature creation devices (QSCDs) is an essential requirement in High Level certificates. In the case that a High-Level certificate is required, it is the responsibility of the Subscriber or, where appropriate, of the Certificate Responsible, to ensure that the device used is QSCD.

VII. All ANF AC'S documents are published and available on the website www.anf.es.

VIII. Both Parties agree the implementation of this Agreement subjected to the following clauses:

1. OBJECTIVE

1.1 The objective of this Agreement is to regulate the contracting of the Trust Services that the **SUBSCRIBER** has requested to ANF AC, as stated in the APPLICATION FORM that, duly completed, and signed, is attached to this Agreement as Annex II.

2. REGULATION

2.1 The relationships arisen between ANF AC and the **SUBSCRIBER** within the framework of the electronic certification system of this Qualified Trust Service Provider, shall be governed by this Agreement, by the corresponding Certification Practices Statement (CPS), and the specific Policy of the certificate and/or contracted service.

2.2 Both the CPSs and Certification Policies are public documents which are permanently available in the URL www.anf.es.

3. SUBSCRIBER'S OBLIGATIONS

3.1 Provide accurate and up-to-date information on the processing of the Trust Service requests. If, during the processing time, there is a substantial variation of the data provided, immediately notify ANF AC, and cease its use.

3.2 The express authorization for the capture and conservation of the **SUBSCRIBER'S** biometric data and other personal data that is necessary for the correct provision of the service.

3.3 All documents submitted to process the requested Trust Services are original, or legalized copies, and valid.

3.4 Do not allow the intervention of third parties in the process of the signature creation data generation, nor in the selection of signature activation data [PIN].

3.5 Properly guard the Electronic Signature tools, and maintain the absolute confidentiality of the

signature activation data [PIN].

3.6 In case of suspicion of improper use of the signature device, or loss of privacy of signature activation data [PIN], the **SUBSCRIBER** shall immediately notify ANF AC, and shall not use it once notified.

3.7 Adapt the use of the contracted Trust Services to the permitted uses in accordance with what is established in the Certification Policy, the CPS to which they are associated and the applicable legislation.

3.8 Pay the corresponding fees of the requested Trust Services.

3.9 Declares to know and accept that the qualified electronic signature has the same legal effect and validity as the handwritten signature.

3.10 Accepts that all electronic communications authenticated using the electronic signature generated with signature activation keys have the same legal effect, validity, and binding force as a duly authenticated written communication.

3.11 In case of revocation of the Trust Service, it is obliged to cease its use.

3.12 The **SUBSCRIBER** undertakes to verify the correspondence of the certificate with the request made. For this purpose, it will use the corresponding signature creation device. In the case that the verification has a negative result, ANF AC shall be informed.

3.13 Use the certificate respecting the restrictions imposed by the Certification Policy, the Electronic Signature Policy, and the CPS.

3.14 The **SUBSCRIBER** requests in this act the activation of the time-stamping service.

3.15 The **SUBSCRIBER** undertakes to provide all information and additional documentation required by ANF AC related to the request of the Trust Service, if the refusal to provide such information or additional documentation, will

imply to ANF AC the impossibility of providing the contracted Trust Service, without this supposing the renunciation of the expected fees, which must be paid without delay by the **SUBSCRIBER**.

4. REFUSAL

- 4.1 The **SUBSCRIBER** declares that he has informed **ANF AC** about all his requests for Trust Services that have resulted in denial of service, as well as the causes that have motivated such denial.
- 4.2 A PKI system is developed within a framework of mutual trust and in a bona fide relationship. The **SUBSCRIBER** declares that it does not have nor has had a conflict of interest with **ANF AC** or members of its Governing Board.
- 4.3 The request for Trust Services is prohibited to persons or entities that have a direct relationship, or indirect dependence with entities, that are a competition to ANF AC. In the event of processing with manifest falsity, the **SUBSCRIBER** shall indemnify **ANF AC** with FIFTY THOUSAND EUROS (50.000 €) as a penalty.

5. PROVISION OF SERVICES, OBLIGATIONS-RESPONSIBILITIES OF THE CA

- 5.1 **ANF AC** provides the Trust Services in accordance with the provisions of the CPS, the specific Policy, the Spanish Law 59/2003, on Electronic Signature, and Regulation [EU] 910/2014 of the European Parliament.
- 5.2 Is liable for negligence or lack of due diligence in accordance with the terms of this Agreement, except in the cases of limitation of liability established in the **ANF AC** CPS, in its Policies and in the Terms and Conditions document.
- 5.3 By accepting the provision of Trust Services by **ANF AC**, the **SUBSCRIBER** undertakes to hold harmless, and indemnify **ANF AC**, if appropriate, of any act or omission that causes damages, losses, debts, procedural expenses or of any kind, including professional fees, in which **ANF AC** may incur, that are caused by the use or publication of the Trust Services and that arise from any of the causes foreseen in the CPS or in the Policies applicable to the requested certificate, Terms and Conditions and the Subscription Agreement.
- 5.4 **ANF AC** will not be able to modify a certificate that has already been issued.
- 5.5 **ANF AC**, in accordance with the functions assigned to it by this Agreement, shall guarantee at all times the logical and physical security of the certification processes that must be carried out.
- 5.6 **ANF AC** guarantees that at request of the

SUBSCRIBER will proceed to the revocation of the Trust Service.

- 5.7 **ANF AC** limits its liability in the provision of its electronic certification services. This limitation is outlined in the QcLimitValue (OID 0.4.0.1862.1.2) of the electronic certificate, and/or the Certification Policy associated with it.
- 5.8 **ANF AC** shall keep registered all the information and documentation related to the certificates issued and the certification practices statements valid at any moment, for a period of fifteen (15) years counting from the moment of their issuance, so that the signatures made with the same can be verified.
- 5.9 **ANF AC**, in accordance with article 18, c) of Law 59/2003 on Electronic Signature, guarantees the publication of revoked certificates lists, which are freely accessible through the website www.anf.es.
The update periods for the revoked certificate lists are specified in the CPS and Certification Policy to which each type of certificate is submitted, furthermore, in the field of the CRL is specified the deadline of the next update.
- 5.10 **ANF AC**, shall not be responsible:

- a) In the cases provided in Art.23, of the LFE.
- b) For any direct or indirect, special, incidental, or emerging damages; loss of data, moral or punitive damages, predictable or unforeseeable arising from the use, distribution, license, operation of certificates, electronic signatures or any transaction based on electronic certificates issued by any of the hierarchies of **ANF AC** or Trust Services provided by **ANF AC**.

6. CONDITIONS OF THE SERVICE

- 6.1 For the provision of Trust Services, **ANF AC** has published operating and safety standards, such as the CPS. Likewise, the relations with third parties and entities that collaborate with **ANF AC** are formalized through the corresponding written contractual agreement.
- 6.2 **ANF AC** has informed the **SUBSCRIBER** of this document and has provided information about the following extremes:
 1. The obligations of the signatory, the manner in which must be guarded the signature creation data and the procedure to be followed to report the loss or possible misuse of such data and certain electronic signature creation and verification devices which are compatible with the signature data and with the certificate issued.

2. Mechanisms to ensure the reliability of the electronic signature of a document over time.
3. The method used by the provider to verify the identity of the signatory or other data contained in the certificate.
4. The precise conditions of use of the Trust Services, its possible limits of use and the way in which the provider guarantees its patrimonial responsibility.
5. The certifications obtained by the qualified trust services provider and the procedures applicable for the extrajudicial resolution of the conflicts that could arise by the exercise of the provision of Trust Services.
6. The rest of information contained in the Certification Practices Statement.
7. ANF AC undertakes to provide, at request of the third parties affected using the Trust Services, the information mentioned in the previous bullet points.

6.3 The validity of electronic certificates is for a period of two (2) years counted from the time of its issuance.

6.4 The revocation of a certificate has irreversible effects, causing its definitive cancellation.

6.5 In case the SUBSCRIBER acts in representation of a SUBJECT, the SUBJECT shall review the present agreement, and ratify it, making himself/herself Party of the Agreement, and responsible for the same obligations and rights as the SUBSCRIBER.

7. PLACE OF PROVISION OF THE ACTIVITY

7.1 The place of fulfillment of the obligations related to the Trust Services and, if appropriate, the licenses for the use of software, is the registered office of ANF AC.

8. SOFTWARE LICENSE

8.1 ANF AC grants the SUBSCRIBER, on a non-exclusive and non-transferable basis, a license to use copies of the software received from ANF AC for the operation of the signature device where applicable, and the remaining services included in the software.

8.2 It is absolutely forbidden, unless expressly authorized in writing by ANF AC, to submit the signature device or any software to reverse engineering techniques.

9. USE OF THE NAME AND THE CORPORATE IMAGE OF THE PARTIES

9.1 The Parties grant each other, on a non-exclusive and non-transferable basis, a license to use the different elements of their corporate image, including distinctive signs, logos, and trademarks

by each Party, exclusively in marketing materials, advertising, information on products and services, packages of products and services, web pages that use the products and services of the Parties, as well as on the signature devices and documentation used in the certification procedures.

9.2 The use of the elements of the corporate image of each Party must always be adjusted to the corresponding corporate image manual, as well as to the instructions of each Party.

9.3 No Party grants to the other Party any right over the trademark, trade name, business name or good business practices of each Party except the rights set forth in this Agreement.

9.4 No Party may remove or destroy any indication concerning copyright, patents or trademarks contained in any product, electronic service, or documentation of any kind.

10. FEES

10.1 The fees for the Trust Services provided by ANF AC are published in the URL www.anf.es.

11. DIVISIBILITY OF GENERAL CONDITIONS

11.1 The clauses of this Agreement are independent from each other, which is why, if any clause is held to be invalid or unenforceable, all other clauses in this document will continue to be applicable, unless otherwise agreed by the Parties.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement shall be governed by and construed in accordance with Spanish law.

12.2 Both Parties agree that any dispute arising from this Agreement or legal act, as well as those arising or relating to it, including any question relating to its existence, validity, termination, interpretation, or execution, shall be finally settled by Arbitration, administered by the Business Distribution Council Arbitration Court (TACED), in accordance with its Arbitration Rules valid on the date of submission of the request for arbitration. The Arbitral Court designated for this purpose shall consist of a single arbitrator and the place of the arbitration and substantive law applicable to the settlement of the dispute, shall be those corresponding to the address of the TACED.

12.3 If, for any reason, it is not possible to settle the dispute through the arbitration procedure outlined in the previous section, the Parties, waiving any other jurisdiction that may correspond, submit for the resolution of any conflict that may arise between them to the courts and tribunals of the city of Barcelona, waiving their own jurisdiction if different.

Signature

You must contact the Notary of your choice to legitimize your signature on this application form.

Art. 13.1 Spanish Law 59/2003, of December 19, of electronic signature. Verification of the identity and other personal circumstances of the applicants of a recognized certificate.

*1. La identificación de la persona física que solicite un certificado reconocido exigirá su personación ante los encargados de verificarla y se acreditará mediante el documento nacional de identidad, pasaporte u otros medios admitidos en derecho. **Podrá prescindirse de la personación si su firma en la solicitud de expedición de un certificado reconocido ha sido legitimada en presencia notarial.***

Both Parties, in proof of conformity with each and every end set forth in this Agreement, sign it, in duplicate and for one sole purpose, in

Barcelona, on

20

Subscriber Signature

Certificate Responsible Signature (if designated)

IMPORTANT

Information regarding the signing of the contract and documentation

Applicant identification;

1. If the applicant has a valid qualified electronic certificate, they may send the completed and electronically signed form to the email address eprel@anf.es

2. In the event that the applicant does not have a qualified electronic certificate to sign the application form, there are two options for processing;

a. Legitimation of the signature of the form before a notary. In case of being a non-Spanish entity, the signed and legitimized form must contain the Hague Apostille. The form must be sent by post to the ANF AC offices in Barcelona.

b. Arrange a visit to the offices of ANF AC for face-to-face identification of the applicant and signature of the application form.

3. The applicant must provide the documentation requested by their Account Manager along with the QSEAL EPREL Application Form.