Solution Specific Terms for Qualified Trust Services

These Solution Specific Terms for Qualified Electronic Registered Delivery Services, Qualified Electronic Signature Services and Qualified Electronic Seal Services ("Specific Terms") govern the agreement entered into between "You", as the legal entity or the natural person acting in a professional capacity identified through the Banqup Platform (which shall as the context requires mean the Subscriber and/or the Subject), and "Banqup", being Banqup entity referenced in clause 2 (Applicability), regarding Your use of the Qualified Trust Services as defined in clause 1 (Definitions).
Please review these Specific Terms carefully prior to any use of the Qualified Trust Services.

These Specific Terms apply in addition to the Banqup Terms of Service and the Banqup Mobile Terms of Use. Together, these documents form the complete contractual framework for the provision and use of Your Qualified Trust Services ("the Agreement"). In the event of conflict, these Specific Terms prevail over the Banqup Terms of Service ***solely*** *for matters specific to the Qualified Trust Services; otherwise, the Banqup Terms of Service govern.*

The provisions of these Specific Terms are made available to You (which shall as the context requires mean the Subscriber and/or the Subject) via the Banqup Platform prior to the conclusion of the Agreement in a durable form and shall enter into force upon Your explicit acceptance which is deemed valid only if You tick the "Accept" box on the Banqup Platform. Such acceptance is recorded and retained by Banqup as evidence of agreement.
Please note that the provisions contained in these Specific Terms may be amended by Banqup in accordance with clause 2 of these Specific Terms. Banqup also draws Your attention to the provisions of clauses 7 and 12 in these Specific Terms which list certain circumstances on the basis of which Banqup may terminate or suspend Your use of the Qualified Trust Services and which limit Banqup's liability in this respect.
Both parties acknowledge that these Specific Terms have been negotiated in good faith and that they reflect a balanced allocation of risks and benefits. Each Party acknowledges that it has had the opportunity to seek legal advice and to revise these Specific Terms and that they are fair, reasonable, and represent the Parties' mutual agreement.

1. Definitions

"Personal Data" has the meaning as ascribed in the applicable data protection laws.

"eIDAS Regulation" means Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

"Qualified Certificate" or **"Qcert"** means the electronic attestation issued by Banqup within scope of the Qualified Trust Service; Qualified Certificate for Qualified Electronic Signatures or Seals, binding signature or seal validation data to a natural or legal person and confirming at least the name and public key of that person.

"Qualified Electronic Seal" or **"QSeal"** means an advanced electronic seal that is created by a qualified electronic seal creation device, and which is based on a Qualified Certificate for Qualified Electronic Seals.

"Qualified Electronic Signature" or **"QES"** means an advanced electronic signature that is created by a Qualified Electronic signature creation device, and which is based on a Qualified Certificate for Qualified Electronic Signatures, meeting the requirements of clause 3(12) and clause 26 of the eIDAS Regulation.

"Qualified Electronic Registered Delivery Service" or **"QERDS"** means a service that makes it possible to transmit data between third parties by electronic means and provides evidence relating to the handling of the transmitted data, including proof of sending and receiving of the data, and that protects transmitted data against the risk of loss, theft, damage or any unauthorized alterations.

"Qualified Trust Services" means the qualified trust services provided by Banqup under these Specific Terms, consisting, as the case may be, of: (i) issuance, management and validation of QES and QSeal; and/or (ii) provision of a Qualified Electronic Registered Delivery Service (QERDS).

"Receiver" means the natural or legal person identified by the Sender as the intended recipient of a delivery within a Qualified Electronic Registered Delivery Service (QERDS), and whose identity is verified as part of the delivery process.

"Relying Party" means any natural or legal person who relies on a Qualified Certificate, Qualified Electronic Signature, Qualified Electronic Seal or on the evidence generated by a Qualified Electronic Registered Delivery Service (QERDS) provided under these Specific Terms.

"Sender" means the natural person acting on behalf of the Subscriber, or the Subscriber itself, who submits documents for transmission using a Qualified Electronic Registered Delivery Service (QERDS).

"Subscriber" means the natural or legal person who orders and pays for the Qualified Trust Services.

"Subject" means the natural or legal person to whom a Qualified Certificate is issued and whose identity data or corporate data is included in the certificate. The Subject may be the same as the Subscriber or a different person.

"Validation" means the process by which the authenticity, validity and integrity of a Qualified Electronic Signature, Qualified Electronic Seal or, where applicable, the evidence generated by a Qualified Electronic Registered Delivery Service (QERDS), is verified.

2. Applicability

This Agreement is entered into between You and Banqup SA, with its registered address at Avenue Reine Astrid 92A, 1310 La Hulpe, Belgium and with registration number 0649.860.804 (hereinafter 'Banqup').

To the extent permitted by law, Banqup may at any time amend or supplement non-material provisions of this Agreement in accordance with clause 2.3. of the Banqup Terms of Service. If You do not agree to the revised version, You are entitled to terminate the Agreement within a period of one (1) month after such notification as set out in clause 14 (*Term and (consequences of) Termination*) of the Banqup Terms of Service. If You do not object, the revised version of this Agreement will enter into effect one (1) month after notification.

The services are subject to periodic conformity assessment in accordance with legal regulations and under the Certification Program 031 'eIDAS TSP' of the accredited conformity assessment body Deutsche Telekom Security GmbH. **Compliance for QERDS has not yet been confirmed.** The current status of conformity assessments for Banqup's Qualified Trust Services can be viewed in the EU Trusted List.

In case of QSeal or QES.
They remain applicable for the entire lifetime of each Qualified Certificate issued to You, until its expiry or revocation, and in any event for a maximum of three (3) years per certificate, unless terminated earlier in accordance with clause 14 of the Banqup Terms of Service.

Termination or expiry of a Qualified Certificate shall not affect accrued rights or obligations existing at that time. The qualified trust services are provided in accordance with Banqup's applicable Certification Policy (CP) and Certification Practice Statement (CPS) version 1.1.1. February 2026, which can be accessed at https://www.pki.banqup.com/repository ("Trust Service Policies").

In case of QERDS
The qualified trust services are provided in accordance with Banqup's applicable Practice Statement version 1.5. July 2026, which can be accessed at https://www.pki.banqup.com/repository ("Trust Service Policies").

3. Services

In consideration of the fees paid and under Banqup Terms of Service, Banqup shall provide to You the Qualified Trust Services which may include: (i) issuance of Qualified Certificates for QES and QSeal; (ii) support for the creation of QES and QSeal; (iii) validation services for QES and QSeal; (iv) related Qualified Trust Services as may be reasonably required under the applicable legal framework.

Banqup may from time to time extend or modify the Qualified Trust Services (e.g., new qualified services or features). Banqup will inform You of material changes in advance. If You elect to use new or modified services, such use shall be governed by these Specific Terms (and, where applicable, updated Trust Service Policies). Where a change has a materially adverse impact on Your legitimate use of the Qualified Trust Services, You may object in writing within thirty (30) days of notice; if no mutually acceptable resolution is found, You may terminate the affected Qualified Trust Service on written notice without cost. Such termination shall not affect Your continued use of any other Qualified Trust Services provided by Banqup, nor Your access to or use of the Banqup Platform or Banqup Mobile, which remain governed by their respective terms.

The Qualified Trust Services (i) do not include Your internal identity governance, user management, or device security; (ii) exclude validation or support for certificates issued by third parties unless expressly stated; and (iii) rely on Your timely provision of accurate data and prompt incident notifications (including suspected key compromise).

In case of QSeal or QES.
Banqup shall ensure that its Qualified Trust Services comply with the requirements of the eIDAS Regulation and relevant ETSI standards (including ETSI EN 319 401, 411-1, 411-2, as applicable) and the Trust Service Policies.
Qualified Certificates must be used only for their intended purpose and within their validity period indicated in the certificate and Trust Service Policies. Certificates must not be used beyond their expected lifetime (maximum three (3)

years) and may be shorter where stated in the Trust Service Policies. Any reliance outside these limits is at the Relying Party's own risk.

In case of Qualified Electronic Registered Delivery Services (QERDS).
Banqup shall ensure that its Qualified Trust Services comply with the requirements of the eIDAS Regulation and relevant ETSI standards (including ETSI EN 319 401, 319 521 and 319 531, as applicable) and the Trust Service Policies. Electronic registered deliveries and the related evidence shall be used only for their intended purpose within the context of the delivery process and in accordance with the applicable Trust Service Policies. Evidence may only be relied upon within the validity and contextual limitations applicable to the delivery, including the acceptance or expiry status of the delivery and any limitations indicated in the evidence or the Trust Service Policies. Any reliance outside these limits is at the Relying Party's own risk.

4. Availability

Banqup shall use reasonable efforts to ensure the continuous availability of the Qualified Trust Services, except during scheduled maintenance or downtime. Where such maintenance materially affects Your use of the Qualified Trust Services, Banqup shall provide prior notice to You. In addition, Banqup provides support on Business Days (Monday to Friday, 9:00–17:00 CET/CEST, excluding Belgian public holidays) through its Service Desk available at support@banqup.com .

5. Revocation of an issued Qualified Certificate

Banqup shall revoke a Qualified Certificate without undue delay upon: (i) the request of the Subject or Subscriber, (ii) death of the Subject or dissolution of the Subscriber (iii) where it is proven that the Qualified Certificate was issued on the basis of false or inaccurate data, or such data is no longer valid; (iv) in case of compromise, loss, theft or misuse of QES or QSeal creation data or associated activation credentials (including PINs or passwords); (v) misuse or unlawful use of the Qualified Certificate; (vi) termination of use of the Qualified Certificate or of the Qualified Trust Service.

Banqup provides the following channels through which a Subject or Subscriber may request revocation at any time:
i. Through the Banqup application: A Subscriber may revoke certificates directly via the Banqup application when logged in with their authenticated Banqup account.
ii. Through the Banqup application when the Subscriber sets up a new device: Upon setup of a new device and completion of remote identity verification, the issuance of a new certificate shall automatically revoke the corresponding certificate previously issued on the prior device, where applicable.
iii. By email: A Subscriber or Subject may request revocation by sending an email from the address registered with Banqup and associated with their account to support@banqup.com. Such a request must specify the certificates to be revoked and provide evidence of ownership. Upon receipt of a revocation request, Banqup shall carry out additional identity verification measures, including, at a minimum, verification of the Subscriber's full name, date of birth, and document number, to confirm that the requester is duly authorized to request revocation. The support team may require submission of further documentation where necessary.

6. Obligations of Banqup

In addition to its obligations set out in this Agreement, Banqup undertakes to: (i) comply with the relevant obligations under eIDAS and the applicable ETSI standards governing the provision of Qualified Trust Services; (ii) ensure the security of its infrastructure, systems and, where applicable, key management systems, including the protection of data against risks of loss, theft, damage or unauthorized alteration; (iii) provide and operate the Qualified Trust Services in accordance with the applicable Trust Service Policies and these Specific Terms, including, where applicable, the issuance, management, suspension and revocation of Qualified Certificates and/or the execution of electronic registered delivery processes; (iv) generate, maintain, and where applicable provide validation mechanisms for, trust service outputs, including Qualified Certificates and/or evidence generated by Qualified Electronic Registered Delivery Services, in accordance with the applicable Trust Service Policies; (v) make available the relevant status information and documentation necessary to verify the validity of the Qualified Trust Services, including certificate status information and/or access to evidence and its validation, through its public repository available at https://www.pki.banqup.com/repository/; (vi) publish and maintain the applicable Trust Service Policies, including CP/CPS relating to QES and/or Qseal and practice statement relating to Qualified Electronic Registered Delivery Services, in its public repository; (vii) retain all relevant records, including certificate-related data (retained for 7 years after certificate expiry) and/or evidence relating to electronic registered deliveries (retained for 7 years after the delivery event), or such longer period as required by applicable law; (viii) notify relevant parties, including Relying Parties, Subscribers, Subjects, Senders or Receivers, where applicable, of key events affecting the Qualified Trust Services, including issuance, suspension, revocation, delivery, acceptance or expiry, as applicable.

7. Obligations other participants

Obligations of Subscribers en Subjects in case of Qcert or QSeal

The Subject and/or Subscriber shall: (i) provide complete and accurate information during registration and ensure that such information is promptly updated in case of changes; (ii) use the Qualified Certificate only for lawful and intended purposes within the scope and limitations set out in these Specific Terms, the Trust Service Policies or in the Qualified Certificate; (iii) protect the signature/seal creation data and devices against loss, theft or misuse, and maintain:

a) sole control over private keys in case of a natural person;
b) organisational control in case of legal person;

(iv) refrain from any unauthorised use of the private key; (v) request immediate revocation in case of compromise, change of data or termination of use; (vi) verify the correctness of Qualified Certificate data at issuance and request revocation if incorrect; (vii) immediately notify Banqup in case of:

a) compromise, loss or theft of the private key;
b) compromise of activation data (e.g. PIN, password);
c) changes or inaccuracies in certificate content; or
d) termination of use;

(viii) immediately discontinue the use of any Qualified Certificate and any associated signature or seal creation data upon its compromise, revocation, or expiry; (ix) cease using the Qualified Certificate or related cryptographic keys if notified by Banqup that the issuing certification authority or its trust chain has been compromised or suspended; and (x) comply at all times with Banqup's instructions and the applicable Trust Service Policies regarding the secure use, management, and termination of Qualified Certificates.

Failure to comply with the above obligations shall entitle Banqup to revoke the Qualified Certificate with immediate effect and may give rise to liability for damages.

Obligations of Subscribers, Senders and Receivers in case of QERDS

The Subscriber, Sender and/or Receiver shall:
(i) provide complete, accurate and up-to-date information in relation to the delivery process, including the identification data of the intended Receiver, and ensure that such information is promptly updated in case of changes;
(ii) use the Qualified Electronic Registered Delivery Service only for lawful and intended purposes, in accordance with these Specific Terms, the Trust Service Policies and the applicable limitations of the service;
(iii) ensure that any data submitted to the service, including recipient identification data, is correct and sufficient to enable proper identification of the Receiver, acknowledging that the Trust Service Provider relies on such data;
(iv) refrain from any misuse of the service, including submitting incorrect recipient data, attempting to bypass identification and authentication processes or using the service outside its intended delivery context;
(v) complete, in the case of the Receiver, the required identification and authentication process in order to access delivered content and accept deliveries;
(vi) promptly notify Banqup in case of any error, inaccuracy or issue affecting the delivery process or the associated evidence;
(vii) promptly inform Banqup and refrain from further use of the service in case of:
a) incorrect or incomplete delivery data provided at submission;
b) inability to complete the identification or authentication process;
c) any suspected misuse of the service or compromise of access to the service;
d) any circumstance that may affect the correct execution of the delivery process;
(viii) acknowledge that access to the delivered content is only granted following successful identification and authentication, and that failure to complete this process may result in non-delivery or expiry;
(ix) in the case of the Receiver, accept or reject access to the delivered content within the defined validity period, acknowledging that failure to do so will result in expiry of the delivery;
(x) comply at all times with Banqup's instructions and the applicable Trust Service Policies regarding the proper use of the electronic registered delivery service and the interpretation and use of evidence.

8. Information for Relying Parties

In case of QSeal or QES

Relying Parties shall independently verify the authenticity, validity, and current status of any Qualified Certificate issued by Banqup, prior to relying on it. For a certificate to be relied upon as an EU Qualified Certificate, the trust anchor used for validation shall be the one identified in the service digital identifier of the QTSP's entry in the EU Trusted List (EUTL), in accordance with Commission Implementing Decision (EU) 2015/1505. Each Relying Party remains solely responsible for determining the evidential value of the Qualified Certificate, QES or QSeal, and any related data, taking into account the Qualified Certificate's intended purpose, validity period, and any limitations indicated therein or in the Trust Service Policies.

Banqup shall not be liable for any reliance placed on a Qualified Certificate that has been revoked, suspended, expired, or used outside its declared scope or intended purpose.

In case of QERDS

Relying Parties shall independently verify the authenticity, integrity, validity and, where applicable, the current status of any evidence generated by the Qualified Electronic Registered Delivery Service prior to relying on it, including the verification of electronic seals and timestamps applied to such evidence using appropriate validation tools.

Each Relying Party remains solely responsible for determining the evidential value of any evidence generated by a QERDS and any related data, taking into account the intended purpose of the delivery, the applicable validity period and any limitations indicated in the evidence or in the applicable Trust Service Policies.

Banqup shall not be liable for any reliance placed on evidence generated by a QERDS where such evidence has been interpreted, validated or used incorrectly, or used outside its intended purpose or context, including but not limited to cases where: (i) the integrity, authenticity or validity of the evidence has not been properly verified; (ii) the evidence relates to a delivery that has expired or was not accepted; or (iii) the evidence is relied upon without taking into account the applicable limitations of the service.

9. Personal Data

In the context of providing the Qualified Trust Services, Banqup may process Your Personal Data and act as data controller. The processing of Your Personal Data will be carried out in accordance with Banqup's Privacy Notice.

Personal Data may include, in the context of Qualified Electronic Registered Delivery Services, identification data of Senders and Receivers, delivery-related metadata and evidence-related information.

10. Liability

Without prejudice to clause 12 of the Banqup Terms of Service, the following specific liability rules apply to the Qualified Trust Services.

Banqup's aggregate liability for proven direct damages (see trust service specific substantiation in next paragraphs) under this Specific Terms shall be limited to the higher of: (i) the amounts paid and payable (excluding taxes and VAT) by the Subscriber to Banqup for the Qualified Trust Services in the twelve (12) months preceding the claim; or (ii) one hundred and fifty euro (EUR 150). Banqup shall not be liable in the case of a Force Majeure Event as defined in Banqup Terms of Service.

To the fullest extent permitted by law, You agree that liability under this Agreement shall be exclusively governed by contract law. You waive the right to bring any claim related to the performance of Banqup's contractual obligations against any natural or legal person entrusted by Banqup (or its affiliates) with the performance of such obligations, including employees, directors, agents, or independent service providers. This clause is made for the benefit of such persons. This limitation of liability constitutes Your sole legal remedy for any breach or non-performance under this Agreement. Price reductions or other remedies shall not be considered available unless explicitly agreed.

In case of QSeal or QES
Banqup shall only be liable for proven direct damages arising exclusively from the provision of the Qualified Trust Services, and only insofar as such damages result from: (i) the inaccuracy, at the time of issuance, of the information contained in a Qualified Certificate; (ii) the failure to bind correctly, at the time of issuance, the public and private keys corresponding to a Qualified Certificate; (iii) the failure to register, suspend or revoke a Qualified Certificate in accordance with this Agreement and the Trust Service Policies; (iv) any other liability expressly required under eIDAS.

Banqup shall not be liable for damages arising from or related to: (i) any defect, interruption or malfunction of third-party solutions, systems or infrastructures not falling within Banqup's control and occurring through no fault of Banqup; (ii) integration points and/or connectors used by a third party to connect to the Qualified Trust Services; (iii) misuse, loss, compromise or theft of signature or seal creation data or devices by the Subscriber/Subject or third parties; (iv) the provision of inaccurate, incomplete or outdated information by the Subscriber/Subject; (v) use of expired, revoked or suspended certificates; or (vi) any indirect or consequential damages such as loss of profit, data (other than personal data), future revenue, anticipated savings, goodwill, reputation, contracts or clientele.

In case of Qualified Electronic Registered Delivery Services (QERDS)
Banqup shall only be liable for proven direct damages arising exclusively from the provision of the Qualified Electronic Registered Delivery Service, and only insofar as such damages result from: (i) a failure to correctly record or maintain

evidence of the delivery process in accordance with the applicable Trust Service Policies; (ii) a failure to ensure the integrity, confidentiality and availability of the transmitted data within the scope of the service; or (iii) any other liability expressly required under eIDAS. Banqup shall not be liable for damages arising from or related to: (i) any defect, interruption or malfunction of third-party solutions, systems or infrastructures not falling within Banqup's control, including external identity providers, and occurring through no fault of Banqup; (ii) integration points and/or connectors used by a third party to connect to the service; (iii) failure to deliver or incorrect delivery resulting from inaccurate, incomplete or outdated information provided by the Subscriber or Sender; (iv) failure of the Receiver to complete the identification, authentication or acceptance process; (v) failure of the Receiver to receive or act upon notifications; (vi) expiry of a delivery due to lack of acceptance within the defined validity period; or (vii) any indirect or consequential damages such as loss of profit, data (other than personal data), future revenue, anticipated savings, goodwill, reputation, contracts or clientele.

11. Termination and consequences of termination

In addition to the termination events set out in clause 14 of the Banqup Terms of Service, these Specific Terms shall cease upon the expiry or revocation of the Qualified Certificate.

Termination of these Specific Terms shall not affect accrued rights or obligations existing at the time of termination, including the obligation of Banqup to retain records as required by eIDAS.

12. Complaints and dispute settlement

The Subscriber, Subject, Sender, Receiver or Relying Party may submit complaints regarding the Qualified Trust Services by contacting Banqup at support@banqup.com Banqup will provide a substantive response or resolution within thirty (30) Business Days. This internal process is without prejudice to the right to bring disputes before the competent courts as set out in clause 18.11. of the Banqup Terms of Service.

13. Governing Law and Jurisdiction

These Specific Terms shall be governed by and construed in accordance with the governing law and jurisdiction provisions set out in clauses 18.10-18.12. of the Banqup Terms of Service, which shall apply mutatis mutandis to these Specific Terms.