

Cover Page**Collection of RA Agency contract documents for Swisscom's All-in Signing Service**

Please fill out the **first and second** document (RA Agency contract and Contracted Data Processing Agreement pursuant to GDPR) with Adobe Acrobat Reader.

Signature

- Must be handwritten on these documents unless you are in possession of a valid certificate for Swiss legislation (ZertES). Unfortunately, an eIDAS certificate does not meet the written form requirement of Swiss Law.
- Can be done electronically qualified, e.g. in our Swiss-Trustroom, if you have been identified for the use of a qualified certificate for the Swiss legislation (ZertES), e.g. by our sales department or our partner with the RA-App.

In the case of a handwritten signature, please return the printed documents in duplicate by regular mail via your post office to our subsidiary:

Swisscom Trust Services AG
Sales Support
Konradstrasse 12
CH-8005 Zurich

Please inform our Sales Support about the postal delivery shortly under sts.salessupport@swisscom.com.

In the case of a qualified electronic signature, you can either sign the documents on a signature application of your choice or submit the unsigned documents to us by e-mail and we will upload them to the Swiss-Trustroom and invite you to sign. In this case, please contact us by e-mail: sts.salessupport@swisscom.com.

No individual agreements will be negotiated. The reason for this is the need for standardized, regulatory and cost-effective provision of our services as well as the large number of our clients on our platform. We appreciate your understanding.

Our Sales Support Team or your contact person will also be happy to help you with any questions you may have.

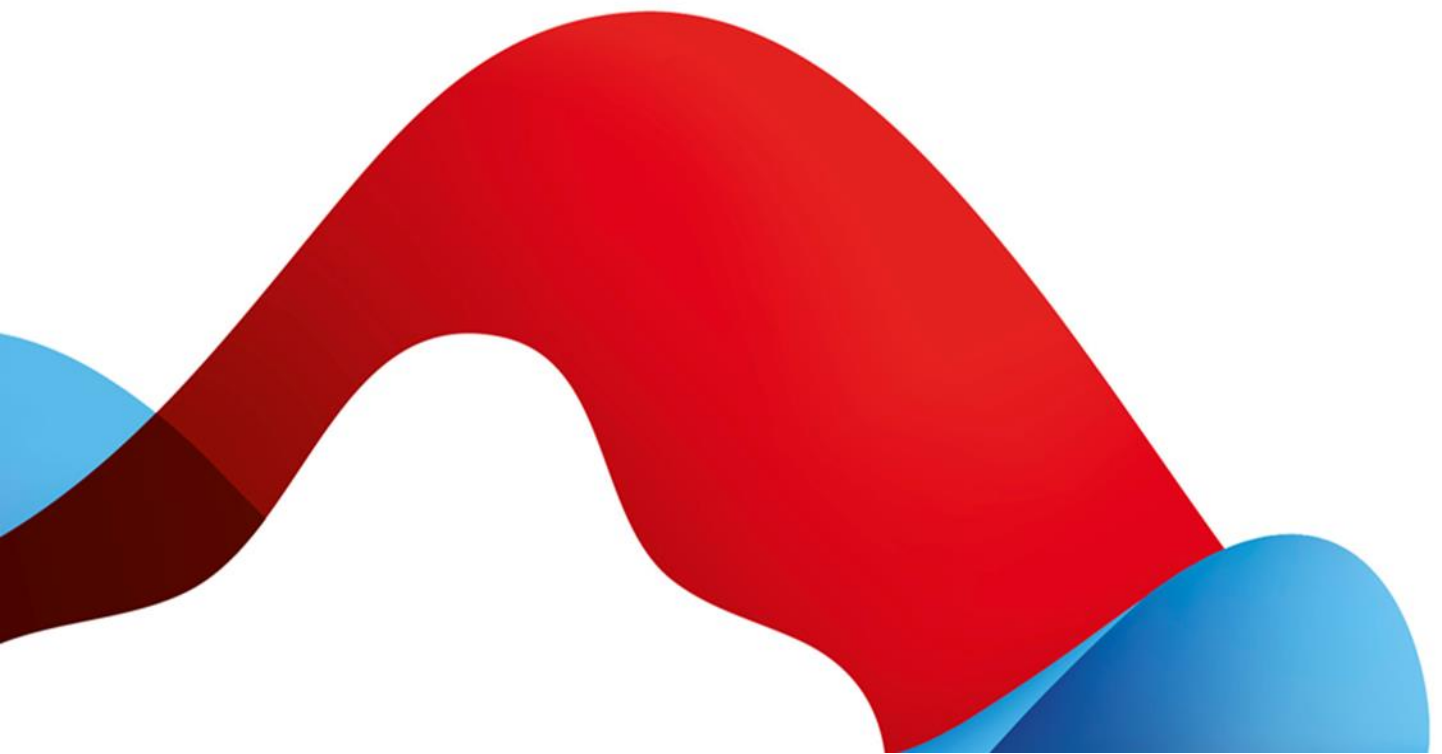
RA-Agency-Agreement

Concerning activities of registration tasks for the RA-
Service of Swisscom

Pro-Number: PRO-005038814

Contract no.

Project:





Agreement

Between

hereafter referred to as "RA-Agency"

and

Swisscom (Switzerland) Ltd,
with its registered office in Ittigen

hereafter referred to as "Swisscom"

Postal address

Swisscom (Switzerland) Ltd
c/o Swisscom Trust Services Ltd
Konradstrasse 12
8005 Zürich
Switzerland

hereafter referred to individually as "Party" and jointly as "Parties"

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1 Introduction

Swisscom provides its trust service for certificate-based electronic signatures in accordance with the relevant regulations (in particular ETSI, CEN; hereinafter referred to as "Signature-Regulations") and is further qualified as follows:

- Swisscom (Switzerland) Ltd. is an accredited provider in Switzerland of certification services in accordance with the Swiss Federal Act on Electronic Signatures (ESigA, SR 943.03) and
- Swisscom IT Services Finance S.E. is a qualified provider of trust services in Austria pursuant to the eIDAS Regulation (Regulation (EU) 910/2014).

The issuance of certificate-based electronic signatures through Swisscom's trust service (Signing Service) requires that those natural persons who wish to create such a signature through the Signing Service must have previously provided proof of their identity to Swisscom in order to enable Swisscom in its capacity as the provider of trust services to issue the necessary digital certificates in the Signing Service.

Swisscom (Switzerland) Ltd operates both its own registration authority and, in delegation (as Dataprocessor), that of Swisscom IT Services Finance S.E..

Against this background, the RA-Agency is to perform identification tasks for Swisscom in checking the identity of the persons to whom advanced or qualified electronic certificates are to be issued in the Signing Service ("**RA-Agency-Agreement**").

2 Subject matter

With this RA-Agency-Agreement, the Parties regulate their reciprocal rights and obligations along with further contractual aspects relating to the identification of persons performed by the RA-Agency using the Swisscom RA-App for the registration authority of Swisscom (Switzerland) Ltd and / or for Swisscom IT Services Finance S.E.

3 Constituent elements

The following documents are constituent elements of this RA-Agency Agreement:

- The relevant latest version of the document entitled "Duties as an RA-Agent" (upon conclusion of the Agreement version 19.05.2021) cf. Section 6 below regarding the adjustment procedure
- Annex of this contract entitled "Request for activation of the RA-Master-Agent" duly completed by the RA-Agency in accordance with Section 5 below
- Contracted Data Processing Agreement as RA-Agency signed by both parties.

The Parties confirm that they are in possession of the above-mentioned contractual documents.

4 Conduct of the identification process using the RA-App

The RA-Agency carries out the identification process on behalf of Swisscom, which natural persons must go through before they can have electronic signatures created by Swisscom or by Swisscom IT Services Finance S.E. The RA-Agency appoints persons to carry out the identification process using the RA-App (Registration Authority Agents, "RA-Agents"). RA-Agents are members of the organisation of the RA-Agency who have been authorised by Swisscom to use the RA-App. The appointment of RA-Agents is regulated in Section 5. Identification shall occur primarily using an app provided by Swisscom ("RA-App"). The RA-App (application) is an app, that can be downloaded from the Android or Apple app stores. It transmits the data collected during the identification process directly to Swisscom.

The identification process shall always be conducted on the basis of the latest training courses provided by Swisscom and using the latest version of the RA-App. The process is as follows:

The RA-App prompts the RA-Agent to first obtain consent for data processing verbally (final consent is then obtained later in writing with the acceptance of the terms of use). Then the side of an authorized ID document containing the machine readable code must be photographed. An OCR automatically establishes the necessary identification data from the machine-readable areas of the document. These identification data must be checked and corrected for any reading errors, if necessary. The zones for haptic and visual inspection are then displayed on a sample of the selected ID document, with which the authenticity of the document can be checked. After confirming the correctness of the haptic-visual check, the back of the

document must also be photographed, if necessary. For this, the company Regula Forensics is contacted in advance with the document type. Regula Forensics can provide more than 12000 ID document examples incl. security features. Based on their continuously updated database, the sample document and the security zones are displayed. A photograph of the person to be identified including the background of the environment where he/she was checked (e.g. table, characteristic pictures on the walls) provides proof of the physical presence during the examination. As a final step, the person identified receives a call on a mobile telephone number entered by the RA-Agent in order to establish that the number is correct and is in his/her possession. After the identification process has been completed, the person identified must consent to the Terms and Conditions of Use of the Signing Service by clicking on the link contained in an SMS sent to him/her and approving the Terms and Conditions displayed therein. The following authentication means are possible for the confirmation, depending on the jurisdiction:

- Confirmation by the authentication means Mobile ID (SIM card based) for mobile phones with Swiss mobile phone number and activated usage of Mobile ID capability.
- Confirmation by the authentication means Mobile ID App, which can be downloaded at the beginning of the registration process from the app stores of Google and Apple in EU, EEA and Switzerland and which shall be activated before the registration process.
- Confirmation by a combination of password and one-time code sent out via SMS. The password is set for the first time during the confirmation of Terms of Use.

Any person who has been identified using the RA-App shall thereby become a "Community Member" of the Swisscom signatories and may issue a valid personal signature on all signature applications of Swisscom in conjunction with the Signing Service of Swisscom by use of the appropriate authentication means for the validity period of identification, without any requirement for re-identification, provided that this is permitted by the relevant signature application.

5 Appointment of an RA-Master-Agents and of further RA-Agents

The RA-Agency may only propose persons from its own organisation as RA-Master-Agents or RA-Agents. No other third parties may be involved.

The RA-Master-Agents and RA-Agents are only allowed to register persons residing in the legal area of the EU, the EEA and Switzerland. For data protection reasons, the use of the RA-App outside these legal areas is not permitted. Likewise, the identification and registration of persons domiciled outside the aforementioned legal areas is only possible in consultation with Swisscom and on the basis of an additional contract, which may result in additional costs.

The RA-Agency shall request Swisscom to appoint the RA-Master-Agent by submitting the applicable duly completed form, which shall constitute an integral part of this Agreement (cf. Section 3 above).

The RA-Agency shall ensure that the RA-Master-Agent has previously been identified by an RA-Agent of Swisscom (e.g. contact person specified in the Agreement or Swisscom partner) for the qualified electronic signature with Swisscom or has used another authorised process for qualified identification at Swisscom.

Swisscom shall review the request made by the RA-Agency within two weeks of signature of this Agreement, respectively, upon identification of the proposed RA-Master-Agent. The designated RA-Master-Agent shall receive a link to the e-learning module and a link to the administration portal to be used for the RA service activity of his/her RA-Agency by SMS to the mobile telephone number or email address provided. The RA-Master-Agent carries out the training for his/her RA-Agent activities and completes the e-learning module by answering test questions. The RA-Master-Agent then receives an invitation to a special training, which is only carried out once and addresses the special tasks of the RA-Master-Agent, e.g. the operation of the administration portal.

After successful testing, Swisscom activates the RA-Master-Agent, by which he/she also receives access to the administration portal for his/her RA-Agent management. From this moment onwards, he/she may identify and designate further RA-Agents and RA-Master-Agents in advance within the RA-Agency and manage their status. Where necessary for compliance with the obligations of the RA-Agency, they may also view the following data for all persons identified by the RA-Agency:

- first name(s), surname(s) of the person
- reference to the evidence of identity
- mobile phone number you entered during the identification by an RA-Agent
- trust level of the identification (accredited for qualified or advanced signatures)
- entitlement to sign only for a particular signature application or globally
- date of identification
- expiry of validity of signature entitlement

- identification status

RA-Agents, on the other hand, only have the possibility to carry out the identification and do not have access to the above-mentioned data.

The RA-Agency undertakes to instruct the RA-Agents that, in the event of any problems with the process falling under this Section, they must contact Swisscom Support at +41 (0) 800 724 724, menu "Data Services", keyword "All-in Signing Service" on behalf of the RA-Master-Agent specified in the application document entitled "Request for activation of the RA-Master-Agent" pursuant to Section 3 and citing the PRO number.

Swisscom shall be entitled at any time to refuse any RA-Master-Agents or RA-Agents proposed by the RA-Agency. Swisscom shall also be entitled at any time to revoke the status of any RA-Master-Agents or RA-Agents who have already been appointed without any requirement to state reasons by blocking their use of the RA-App. Swisscom shall inform the RA-Agency of any refusal or revocation. The RA-Agency shall ensure that RA-Agents or RA-Master-Agents cease their activities as RA-Agents or RA-Master-Agents for the RA-Agency when they leave the organisation or cease to operate on behalf of that organisation.

Status and service messages for the RA-App Service can be found at URL:

<https://trustservices.swisscom.com/service-status>

Each RA-Agent or RA-Master-Agent should subscribe this page via RSS (e.g. within Outlook) in order to be informed about news and any issues with this service.

6 Duties of confidentiality and care of the RA-Agency, "Duties as an RA-Agent" document

The document entitled "Duties as an RA-Agent" (cf. Section 3 above) sets forth the duties of confidentiality and care that must be complied with by the RA-Agency when using the RA-App and carrying out the identification processes. The RA-Agency shall obligate its RA-Master-Agents and RA-Agents to acknowledge and comply with the duties set forth in this document entitled "Duties as an RA-Agent". The RA-Agency shall be liable for the actions of the RA-Master-Agents and the RA-Agents in the same manner as for its own.

The RA-Agency shall also ensure that the RA-Agents receive annual further training. To this end, Swisscom will inform RA-agents in good time of the need by SMS. If the annual update training is not carried out, the RA-agent's access to the RA-App will be denied.

Swisscom shall provide the contact person from the RA-Agency with the relevant latest version of the document entitled "Duties as an RA-Agent" by email pursuant to Section 15 and shall inform the RA-Agency of any changes compared to the previous version. Unless the RA-Agency objects to the changes within 10 days of receipt by email stating reasons to the Swisscom contact person pursuant to Section 15, they shall be deemed to have been accepted. If the RA-Agency objects to the changes within 10 days, the Parties shall endeavour to reach an amicable agreement within 30 days. If the changes to the document entitled "Duties as an RA-Agent" are attributable to regulatory requirements or any requirements imposed by the competent recognition and supervisory authorities, Swisscom shall have a right of ordinary termination, which may be exercised without notice and with immediate effect, in the event that the changes are rejected by the RA-Agency upon expiry of this time limit.

The RA-Master-Agent of the RA-Agency receives all reports of security incidents of its RA-agents and reports them to the following contact without undue delay: All-in.SigningService@swisscom.com

The RA-Agency acknowledges that Swisscom also provides each RA-Master-Agent and each RA-Agent with the relevant latest version of the document entitled "Duties as an RA-Agent" (cf. Section 3 above) as part of the process of appointment as an RA-Agent in order to stress the importance of the RA-Agency's duties of confidentiality and care.

Swisscom shall be entitled to provide information to the certification authority according to the Swiss Federal Act on Electronic Signatures (ESigA), to the Austrian certification and supervisory authorities in the area of electronic signatures, to other authorities and courts within the context of proceedings and to business partners whose confidential information becomes accessible by RA-Agents in the course of their activities about the content of the document entitled "Duties as an RA-Agent" and the other documents of this contract as well as about the timing and process of the activities carried out by the RA-Agents.

7 Audit right of Swisscom

7.1 General remarks

Swisscom's Certification Service for electronic signatures is subject to statutory rules, and for advanced electronic Signatures is governed by Swisscom's corresponding certificate guidelines. This highly regulated area of activity requires the Provider of Certification Services to monitor compliance with statutory and regulatory requirements on an ongoing basis and, in justified individual cases, to verify compliance with the requirements. In addition, Swisscom must grant a right of audit, both on a regular (periodic) and a case-specific basis, to the statutory bodies and the firm of auditors designated by Swisscom. Since Swisscom entrusts the RA-Agency with certification service activities under this Agreement, Swisscom must also extend the audit rights described above to the RA-Agency as specified below.

7.2 Regular (periodic) audits

Swisscom, the firm of auditors appointed by Swisscom, the certification/supervisory body or the conformity assessment body (hereinafter "Authorised Auditors") are authorised to verify the RA-Agency's compliance with its contractual obligations once per calendar year during the term of this Agreement.

7.3 Case-specific audits

If, due to a specific incident, the Authorised Auditors have reasonable grounds to believe that the RA-Agency may not be in compliance with its obligations under this Agreement (e.g. a specific suspicion that identifications were not carried out correctly) they are empowered to verify with the RA-Agency that it has complied with its contractual obligations in connection with the specific incident.

7.4 Modalities of the audit

When conducting an on-site audit at the RA-Agency, the Authorised Auditors shall respect the usual office hours. The RA-Agency shall provide the Authorised Auditors with the information and access required to enable them to verify the RA-Agency's activities in accordance with this Agreement. The RA-Agency provides the relevant information to the Authorised Auditor.

The results of the audit shall contain a general presentation and shall not contain any detailed information, unless this is necessary for the fulfilment of the tasks or supervisory duties of the Authorised Auditors. The results of the audit may be exchanged between the Authorised Auditors insofar as and to the extent necessary for the performance of their tasks or supervisory duties.

The Authorised Auditors shall sign an agreement in advance setting out the terms to be complied with during the audit, such as in particular duties of confidentiality, planning of the audit, the right to comment etc. The exercise of the right of audit and the related provision of information and documents must not unreasonably interfere with the business operations of the RA-Agency. If a shorter time limit is not required for legal reasons or due to the instructions of the certification/supervisory body or the conformity assessment body, the on-site audit must be notified to the RA-Agency at least 60 calendar days in advance. The parties shall bear their own costs in connection with the audit.

7.5 Consequences of a finding of non-conformities

As a basic principle, the RA-Agency then must rectify any non-conformities found, in line with the following procedure:

In the event that non-conformities are identified by the Authorised Auditor, Swisscom shall, together with the RA-Agency, define within one week a reasonably brief deadline for rectifying the non-conformity (which, depending on the situation, may be very short, i.e. a few days). Upon expiry of the rectification period to no avail, or if the rectification does not comply with what the Authorised Auditor has specified, Swisscom shall be entitled to immediately suspend access to the RA-Service and the right to use the RA-App until the non-conformities have been remedied and revoke the right to perform identifications with the RA-App.

8 Remuneration

Each Party shall bear its own costs arising in connection with the implementation of this Agreement. They shall not owe each other any remuneration.

9 Right of use and availability of the RA-App

Swisscom does not transfer to the RA-Agency any intellectual property rights in the RA-App and the related process and does not grant it any rights of use of any type extending beyond the term of this Agreement. Swisscom cannot warrant a completely error free, undisturbed or uninterrupted operation of the RA-App and its availability in the Google and Apple app stores.

The RA-Master-Agent appointed in the application document entitled "Request for activation of the RA Master Agent" pursuant to Section 3 shall be informed of any maintenance activity and interruptions.

10 Data protection, confidentiality and compliance with laws and regulations

10.1 Data protection

Both Parties undertake to ensure that they, their staff and other auxiliary agents comply at all times with the provisions of any data protection laws that are applicable to them in relation to their own acts of data processing.

Within their own areas of responsibility, the Parties shall structure their operations in such a manner as to comply with the specific requirements of data protection. They shall adopt technical and organisational measures in order to ensure appropriate protection of the data against misuse and loss, which shall comply with the requirements of data protection law.

10.2 Confidentiality

Both Parties undertake to treat as confidential all information not generally known that they acquire in connection with the contractual relationship or from the customers and business relationships of the other Party. They undertake to make this information available to third parties only insofar as contractually permitted to the Parties, as expressly permitted by the other Party, or as required pursuant to the terms of an administrative/court order or a statutory duty.

The Parties undertake to ensure compliance with the duty of confidentiality by all staff involved in connection with this Agreement and by any other auxiliary agents legitimately involved with the approval of the other Party. For the activities of the RA-Agents, the provisions of Section 6 and of the document entitled "Duties as an RA-Agent" (cf. Section 3) shall also be observed.

10.3 Compliance with laws and regulations

The Parties shall comply with the laws and regulations applicable to them. Swisscom shall thus comply in particular with the laws and regulations that apply to Swisscom as a provider of certification services. The RA-Agency shall be responsible for determining and specifying the requirements under those laws and regulations that apply to its business activities.

10.4 Area of use of the RA-App

Registrations via the RA-App may only be made by RA-Agents in the jurisdictions of the EU, the EEA and Switzerland for citizens with domicile in the aforementioned territories.

11 Liability

11.1 Principle

If one Party breaches this Agreement, it shall be liable for the demonstrated damages to the other party - subject to the provision in Section 11.3, unless it is able to provide proof that it is not at fault.

This provision applies to the limitation of liability for contractual and non-contractual claims.

11.2 Unlimited liability

The parties shall have unlimited liability for any damages caused by their wrongful intent or gross negligence, for personal injuries and for breaches of data protection and confidentiality obligations.

11.3 Limitation of liability

For damage caused by slight negligence, which is not covered by Section 11.2, the following applies:

The parties shall be liable in an amount of CHF 500,000 per loss event for damages to property and in an amount of CHF 50,000 per loss event for pecuniary damages.

The Parties shall not be liable for indirect damages, consequential damages or lost profits.

12 Exclusion of corporate relationship

The parties declare that they are not establishing a simple partnership within the meaning of Article 530 of the Swiss Code of Obligations or any other corporate relationship. Each of the parties shall refrain from giving third parties the impression that it has established a simple partnership with the other party.

The parties have no shared organisation, infrastructure or resources and do not pursue a common purpose. The parties are separate and independent companies and act as such in the marketplace. The parties are not obligated to pay contributions of any kind or to make any subsequent contributions. Participation in profits or losses is excluded. Each party bears its own costs and risks, unless contractually specified otherwise. Neither party is authorised to act on behalf of the other party.

If, contrary to expectations, a simple partnership is assumed between the parties, then the termination of this Agreement shall result simultaneously in the dissolution of the simple partnership.

13 General provisions

This Agreement shall replace all previous arrangements, correspondence, declarations, negotiations or agreements between the parties regarding the subject matter of this Agreement.

Contractual amendments may be proposed by either party at any time. Any amendments to or departures from the respective agreements must be adopted in writing.

The rights and obligations under this Agreement may only be assigned or transferred to third parties with the written approval of the other party. However, Swisscom may assign and transfer the rights and obligations to another member company of the Swisscom Group, thus discharging its obligations under this Agreement.

If any part of the agreements proves to be invalid or void, this shall not affect the validity of the remaining provisions. The invalid or void provision shall be replaced by a valid provision that is as consistent as possible with the economic intent of the parties.

14 Inception, term and termination

This RA-Agency-Agreement shall take effect on the date on which the last signature is affixed and shall be concluded for an indefinite term. It may be terminated at the end of any calendar month upon two months' written notice.

The foregoing shall be without prejudice to the right of Swisscom to terminate this Agreement pursuant to Section 6 and the right of both Parties to issue an extraordinary notice of termination for good cause. In particular, the following shall constitute good cause:

- the occurrence of events or circumstances that render the continuation of the agreed cooperation unreasonable for the terminating Party, such as, in particular, the persistent serious breach of material contractual obligations;
- if the Party concerned has its registered office in Switzerland, the publication of official notice of the initiation of bankruptcy proceedings or the grant of a debt restructuring moratorium. If the Party concerned has its registered office outside Switzerland, any equivalent occurrences provided for under the relevant applicable insolvency laws. In such cases, the right of extraordinary termination shall apply only to the other Party.

If a breach of contract by a Party, other than a default on a payment obligation, can be cured, the other Party must provide the Party in breach with written notice of the breach and grant the Party in breach a period of 60 calendar days to cure the breach before issuing a notice of termination.

15 Reservation of written form

This Agreement (including amendments, supplements and termination) must be in written form in order to be valid. By written form ("in writing") the parties understand signing by means of an advanced or qualified electronic signature according to ZertES or according to the eIDAS regulation. However, in exceptional cases the parties also accept a handwritten signature or an advanced electronic signature.

16 Contact persons and communication

All contract-relevant communications (including amendments and additions to the Agreement) shall be made in writing and shall be added to the RA-Agency Agreement in the form of annexes, as necessary.

RA-Agency

First name	Surname
Title	
Street	
Post code / City	
Tele-phone	Email
Mobile	

Swisscom

Sales Support
 Swisscom Trust Services AG
 Konradstrasse 12
 8005 Zürich / Schweiz
 E-Mail: sts.salessupport@swisscom.com

17 Special provisions

In addition, the following project-specific agreements are made:

18 Applicable law and jurisdiction

This Agreement shall be governed by Swiss law.

The Parties waive the conflict of laws rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

The Parties agree that any disputes arising from this Agreement shall fall under the jurisdiction of the courts of Bern, Switzerland. The foregoing shall be without prejudice to any other mandatory jurisdictions.

19 Execution

This Agreement shall be executed in duplicate. Each Party shall receive one signed original copy.

20 Signature of the parties

Swisscom(Schweiz) AG

Place, date:

Signature
Name

Signature
Name

Title

Title

Customer:

Place, date:

Signature
Name

Signature
Name

Title

Title

Annex

"Application for setup of a RA-Master-Agent"

The following RA-Master-Agent is appointed by the RA-Agency in accordance with section 4 of the RA-Agency-Agreement:

RA-Agency
Organization:

Last name:

First name:

Phone:

Mobile:

Email address:

The RA-Master Agent appointed by the RA-Agency

☐ was identified by Swisscom or an agent authorised by Swisscom

----OR----

☐ is yet to be identified.

(no activation can take place without identification).

The RA-Master-Agent shall be notified by Swisscom with his e-mail address specified above for error and maintenance reports relating to the RA-Service. He is entitled to submit incident tickets and problem reports to Swisscom Support under his name and the PRO numbers specified in the setup process.

All incidents and technical notices are published by Swisscom under the link <https://trustservices.swisscom.com/service-status>. The contact persons should subscribe to this page via RSS feed (e.g. via Outlook) or view it regularly.

Contracted Data Processing Agreement as Registration Authority Agency (pursuant to GDPR)

Signing Service

Contract no.

Project:



Agreement

between

hereafter referred to as "RA Agency"

and

Swisscom (Switzerland) Ltd,
with its registered office in Ittigen

hereafter referred to as "Swisscom"

Postal address

Swisscom (Switzerland) Ltd
c/o Swisscom Trust Services Ltd
Konradstrasse 12
8005 Zürich
Switzerland

hereafter referred to individually as "Party" and jointly as "Parties"

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1 Introduction

Swisscom and the RA Agency have entered into an agreement under which the RA Agency has taken on the task of supporting Swisscom in examining the identity, and as the case may be specific attributes, of persons to whom qualified or advanced digital certificates are to be issued ("RA Agency Agreement").

Since pursuant to the RA Agency Agreement the RA Agency acts on behalf and on the instructions of Swisscom, it operates in this respect as a processor of Swisscom under Article 28 GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, General Data Protection Regulation). Likewise, under the Swiss Federal Act on Data Protection of 19 June 1992 (DPA, as of 1 March 2019), it is obliged to comply with the Swiss DPA. In anticipation of the upcoming revision of the DPA, this data processing agreement also applies within the meaning of the DPA (Art. 9 of the draft DPA). Since there will be no transitional periods when the revised DPA is introduced (planned for 2022), this commissioned processing already serves as fulfilment of the expected required obligation of a commissioned processing agreement.

The purpose of this Agreement is to regulate the rights and duties of the Parties in relation to this contracted data processing based on the mandatory requirements under the GDPR and Swiss DPA. This Agreement supplements the RA Agency Agreement.

To this effect, the Parties agree to the terms set forth below.

2 Subject matter, duration and nature of data processing

The contracted services concern the performance of the functions of an RA Agency according to the RA Agency Agreement. The description of the functions of the RA Agency, in particular regarding use of the app provided by Swisscom ("RA App") and the activities of the persons from the organisation of the RA Agency who carry out the identification process using the RA App ("RA Agents"), is set forth in the RA Agency Agreement, in particular in Sections 3 to 5 thereof.

The purpose of data processing within the identification process is to provide the Swisscom trust service to third parties selected by a subscriber. The subscriber application operated by a subscriber in connection with the All-in Signing Service (signature service) of Swisscom enables a person who has been identified to affix his/her signature. The term of the contracted services along with the nature of the processing are indicated in the RA Agency Agreement. The nature of the relevant data processed, the categories of data subjects and the technical and organisational measures ("TOM") are stipulated in [Annex 1](#) and [Annex 2](#) to this Agreement.

3 Scope and responsibility

The RA Agency shall process personal data exclusively on behalf of Swisscom. This shall include activities that are specified in greater detail in the RA Agency Agreement.

The instructions of Swisscom are in principle set forth in this Agreement and the RA Agency Agreement and shall be supplemented by any other instructions issued by Swisscom as part of training. Swisscom shall be entitled at any time to issue further instructions to the RA Agency concerning the data processing, provided that these are feasible and reasonable having regard to the contractually agreed services.

4 Duties of the RA Agency

The RA Agency shall process the relevant data exclusively in accordance with the requirements set forth in the RA Agency Agreement, this Agreement and the further instructions of Swisscom. The RA Agency shall inform Swisscom immediately if it is of the view that an instruction contravenes the GDPR, DPA or other applicable data protection laws.

The RA Agency shall arrange its internal organisation within areas that fall under its responsibility in such a manner as to comply with the special requirements of data protection law. It shall adopt the TOM stipulated in order to ensure appropriate protection of the relevant data. In doing so, it shall in particular ensure the confidentiality, integrity and availability of the processed data.

The RA Agency shall be entitled to alter the TOM adopted, provided that the level of protection agreed upon is maintained.

The RA Agency shall further ensure that the persons who are authorised to process the relevant data have subjected themselves to a duty of confidentiality and/or are subject to a reasonable statutory duty of non-disclosure. The duty of confidentiality / non-disclosure shall continue to apply after termination of the contracted services.

The RA Agency shall inform Swisscom promptly if it becomes aware of any breaches to the protection of the relevant data or any other security breaches in relation to the performance of its function as an RA Agency affecting either itself or one of its sub-contracted processors, in particular the RA Agents. The violation of the protection of the relevant data is defined as follows:

«a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;»

Notification shall be provided in writing (email shall suffice), including an appropriate account of the nature and extent of the breach. In such an eventuality, the RA Agency shall take the necessary steps in order to ensure protection of the relevant data and to reduce any potential adverse consequences for the data subjects, which steps it shall discuss promptly with Swisscom. Unless agreed otherwise, Swisscom shall not pay any remuneration in respect of the costs arising for the RA Agency or any of its sub-contracted processors in relation to any breaches of protection of the relevant data.

The RA Agency shall designate a contact person for Swisscom concerning data protection issues arising in relation to the RA Agency Agreement and, where required pursuant to Article 37 GDPR, a data protection officer or the data protection advisor in accordance with the revised and future Data Protection Act.

If necessary on an exceptional basis, the RA Agency shall support Swisscom in fulfilling the rights of data subjects under Chapter III GDPR or DPA within the statutory deadlines.

The RA Agency shall support Swisscom as far as it is able in relation to compliance with the duties specified in the GDPR and DPA, in particular with regard to security in processing, notification of personal data breaches to the supervisory authority, notification of the person affected by a personal data breach and any data protection impact assessment.

As a matter of principle, because the RA Agency uses the RA App, it is not envisaged that the RA Agency when acting on behalf of Swisscom in its role as data processor, will collect personal data outside the RA App. All data collected through the RA App are promptly forwarded to Swisscom and shall not be stored locally. Any personal data that nonetheless is collected by the RA Agency in its performance of the RA function shall be transferred to Swisscom or deleted upon termination of the Agreement. If the RA Agency processes the data in a special technical format, it shall be obligated upon termination of the relevant contract, at the wish of Swisscom, to return the data either in that format or in the format in which it received the data or in another standard format.

5 Duties of Swisscom

Swisscom shall be responsible for the conduct of lawful data processing, including the lawfulness of data processing by the RA Agency.

Swisscom shall designate a contact person for the RA Agency concerning data protection issues arising in relation to the RA Agency Agreement and, where required pursuant to GDPR, a data protection officer or pursuant to DPA, the data protection advisor, if appointed.

6 Queries by data subjects

In the event that a data subject contacts the RA Agency directly with requests for rectification, erasure, information or other claims relating to personal data processed by the RA Agency, the RA Agency shall refer the data subject to Swisscom where it is possible to associate the data subject with Swisscom according to the information provided by him/her. The RA Agency shall promptly forward the request made by the data subject to Swisscom.

7 Forms of evidence, reports and audits

The RA Agency shall provide Swisscom with all necessary information in order to demonstrate compliance with the duties set forth in this Agreement. Swisscom shall be entitled to carry out an audit according art.

7 of the RA-Agency contract at any time for this purpose, subject to 20 calendar days' advance written notice. The RA Agency shall support Swisscom during such audits carried out by Swisscom, a supervisory authority or any other auditors instructed by such supervisory authorities, which auditors shall be subject to a strict duty of confidentiality for the protection of the RA Agency. Each Party shall bear its own internal costs and expenses incurred in relation to the audit. Swisscom shall bear the external costs in relation to any auditor instructed.

8 Involvement of sub-contracted processors

The involvement of or any change to sub-contracted processors (e.g. RA Agents outside the organisation of the RA Agency) by the RA Agency shall only be permitted with the prior written approval of Swisscom. Herefore the RA Agency shall conclude the necessary agreements with the sub-contracted processors. Such agreements must ensure that the sub-contracted processor submits to the same obligations that are incumbent upon the RA Agency under the terms of this Agreement and the RA Agency Agreement in particular providing sufficient guarantees that the appropriate technical and organisational measures are implemented in such a way that the processing is carried out in accordance with the data protection requirements. If the sub-processor fails to comply with its data protection obligations, the RA Agency shall be liable to Swisscom for compliance with the obligations of the other sub-processor.

9 Final provisions

This Agreement shall take effect upon signature by both Parties. The term of this Agreement shall coincide with the term of the RA Agency Agreement, unless the obligations provided for under this Agreement extend beyond such period.

Should any individual parts of this Agreement be invalid, this shall not affect the validity of the remainder of the Agreement.

Unless any more stringent or extensive provisions are imposed by the RA Agency Agreement or special statutory provisions, in the event of any discrepancies this Agreement shall take precedence over the RA Agency Agreement. Otherwise, the terms of the RA Agency Agreement (including any other terms applicable to data protection and security, choice of law and jurisdiction) shall continue to apply without amendment.

10 Execution

This Agreement shall be executed in duplicate. Each Party shall receive one signed original copy.

11 Signature of the parties

Swisscom requires the document to be signed by hand and filed in by regular mail or with a qualified signature in accordance with the Swiss Signature Act (ZertES).

If this contract is electronically signed bundled with another contract in the same PDF document, the electronic qualified signature applies to all contracts contained in the signed PDF.

Swisscom(Schweiz) AG

Place, date:

Signature
Name

Signature
Name

Title

Title

Customer:

Place, date:

Signature
Name

Signature
Name

Title

Title

Annex 1

Details of data processing

Data subjects

The All-in Signing Service subscriber stipulates to whom the Swisscom trust service is to be offered and for whom therefore the identification process is to be conducted by the RA Agents of the RA Agency. These may be e.g. employees or (potential) contractual partners of the All-in Signing Service subscriber.

Categories of personal data:

- Official photo identity document with the information contained therein (in particular, gender, first names, last name, date of birth, valid date of identity card, nationality)
- Mobile phone number
- Other information provided and documents presented during the identity verification process (such as residential address, email address, Commercial Register extracts, powers of attorney or other documentary evidence concerning specific attributes)
- Informal name for simplification purposes (e.g. nickname)
- Two-digit ISO 3166 country code
- Registration authority responsible for verification of identity
- Time of issuance of certificate
- Log files for the signing process (specifically includes business partner number, process number, process-related data)
- Hash value of the signed document
- Information which data subjects provide in enquiries to Swisscom

Special categories of Personal Data

None.

Annex 2

Technical and organisational measures

The RA Agency shall implement the following TOM in relation to (a) personal data processed by the RA Agency ("Personal Data"), (b) the RA App and (c) the means of authentication used to identify the RA Agent ("End Devices"):

Preventive security measures - measures to prevent a successful attack

Technical measures

- **Logical access control:** Access permissions in the RA App and on End Devices shall be issued on a "need to know" basis.
- **Authentication:** Personal Data may only be accessed following successful authentication.
- **Password security:** If authentication passwords are set on the End Device or in the RA App, these must contain at least 8 characters and include at least one lower-case letter, one upper-case letter, one number and one special character. Passwords shall be saved exclusively in encrypted form. In the case of shorter passwords (minimum 6 characters), it must be ensured that the number of attempts for repeated entry in the event of incorrect entry is minimised to a maximum of 4.
- **Encryption during transmission:** Personal Data shall be transmitted in encrypted form over the internet by the RA App.
- **Encryption of the data on the mobile devices:** Personal data is encrypted on the mobile devices and mobile data carriers on which they are temporarily stored within the framework of the RA app. Here, the RA app itself ensures encryption during temporary processing in the app.
- **Anti-malware measures:** Anti-virus software shall be installed on all End Devices if possible and download of apps/data from unsecure sources shall be avoided.
- **Management of security gaps:** Where possible, the automatic installation of security updates shall be activated on all End Devices. Otherwise, critical security updates shall be installed promptly.

Organisational measures

- **Clear allocation of responsibilities:** Internal allocation of responsibilities in the area of data security shall be clearly defined.
- **Duty of confidentiality for staff:** The RA Agents shall be subject to a duty of confidentiality, which shall continue to apply beyond the termination of their employment relationship. In particular, the RA Agency shall ensure that each RA Agent obligates itself towards Swisscom through a declaration of confidentiality and cooperation to comply with the duties incumbent upon him/her.
- **No editing outside the RA app:** Personal data collected by the RA agent is processed and stored only within the RA app. Temporary recordings on paper or other media must be deleted immediately.
- **Training and informational measures:** RA Agents shall receive (internal or external) training regarding data security issues and shall receive appropriate information concerning data security issues (e.g. password security).
- **Orderly termination of employment relationship:** Upon the termination of the activities of an RA Agency all accounts of the departing RA Agents shall be blocked immediately.
- **Management of End Devices:** Records shall be kept stating which End Devices (mobile numbers) have been allocated to which RA Agent or which End Device is used by which RA Agent.
- **No double use of user accounts:** Each RA Agent shall have his/her own user account on the mobile device - the sharing of user accounts is prohibited.

- **No unnecessary use of administrative accounts:** User accounts with administrative rights shall only be used in exceptional cases - the regular use of End Devices shall be without administrative rights.
- **Secure disposal of data:** Paper containing Personal Data shall in principle be shredded or provided to an external service provider for secure destruction. If media still (temporarily) have stored personal data outside the RA app, it will be completely overwritten or physically destroyed prior to disposal, so that the personal data stored on it cannot be recovered.

Physical measures

- **Protection against theft:** Devices shall not be left unattended; any theft must be reported immediately.

Proactive security measures – measures to recognise an attack

Technical measures

- **Scans for malware:** Insofar as technically reasonable and possible, regular scans shall be carried out for malware (anti-virus scans) in order to identify any malware that has already compromised an End Device.

Organisational measures

- **Recognition of security breaches by RA Agents:** All RA Agents shall be instructed in how to recognise security breaches (e.g. End Devices no longer traceable, alerts from anti-virus software).
- **External persons:** All RA Agents shall be instructed to ensure that no external persons other than the person who is to be identified participate in the identification.
- **Internal audits:** Regular audits shall be carried out (e.g. checks as to whether all critical security updates have been installed). In particular, regular checks shall be carried out of the access permissions issued (which user account has been allocated to which staff member with which access rights and on which End Device).

Reactive security measures – measures to respond to an attack

Technical measures

- **Data backup:** If any Personal Data are processed outside the RA App, data backups shall be made at regular intervals and stored securely.
- **Automatic removal of malware:** The anti-virus software used shall have the function of automatically removing malware, where this is technically reasonable and possible.

Organisational measures

- **Duty to report for RA Agents:** All RA Agents shall be instructed to report any security breaches during the conduct of identification activity to Swisscom immediately.

Deterrent security measures – measures to reduce incentives for attackers

Technical measures

- **Automatic alerts:** Users shall receive automatic alerts from the operating system and the software installed in the event of high-risk IT use (e.g. by the web browser, if an encrypted website does not use a correct SSL/TLS certificate).

Organisational measures

- **Sanctions in the event of attacks by own RA Agents:** RA Agents shall be made aware that attacks on End Devices or the AIS service will not be tolerated and may entail serious consequences under employment law, including in particular dismissal.

Duties as an RA Agent using the Swisscom RA app

1 Starting point: RA Agency Agreement with Swisscom

You have been appointed as an RA Agent (Registration Authority Agent, also an RA Master Agent, hereafter "RA Agent") and you have completed the training provided by Swisscom in this regard.

Background and what you must adhere to as an RA Agent:

Your organisation (e.g. your employer, hereafter "Your Organisation") has entered into an RA Agency Agreement with Swisscom (Switzerland) Ltd (hereafter "Swisscom"). This Agreement regulates how Your Organisation and Swisscom identify persons who wish to use the trust service of Swisscom for electronic signatures: As a provider of trust services for electronic signatures, Swisscom operates a registration authority and provides Your Organisation with an RA app with which individuals can be taken through the identification process. Specifically, Your Organisation appoints RA Agents, who take individuals who need to be identified through the identification process using the RA app.

You are obligated towards Your Organisation in your role as an RA Agent to use the RA app carefully, in line with the instructions received during Swisscom training and in accordance with the following terms and conditions.

You are obliged to terminate your RA agent activity if you leave the organisation. Contact the RA-Master Agent of your organisation, or if you are a RA-Master Agent yourself, contact another RA Master Agent of your organisation.

2 Adherence to confidentiality

As part of your activity as an RA Agent, you will receive access to information about the customers of Swisscom as well as other business and technical information of Swisscom.

You are obligated for an unlimited period to keep the confidential information in strict confidence. In particular, you are prohibited from disclosing or making confidential information accessible to unauthorised third parties.

The Swisscom RA app is being made available to you for carrying out your activities as an RA Agent. You are obligated to comply with the requirements set forth in the following Sections.

3 Confidential information

Confidential information shall include:

- all information of which you become aware as an RA Agent during the course of conducting the identification process using the Swisscom RA app, as well as
- all perceptions for which it must be presumed that Swisscom or its business partners have an interest in preserving the confidentiality thereof and which are not accessible to the public nor commonly known;

provided that in case of doubt, information shall be deemed to be confidential

Information that must be treated confidentially includes specifically the following information:

- Login details for registering with the RA app (company identifier).
- All data collected by the RA app, including in particular:
 - photographs of the identity document,
 - all information relating to the identity document examined (such as name, place of origin, document number and expiry date),
 - the mobile phone number,
 - photographs of the person identified using the RA app.
- Any other details provided during the identification process by the person concerned.

You are obligated to process confidential information exclusively for the agreed purpose of your activity as an RA Agent.

You acknowledge that any breach of the duties of confidentiality and cooperation agreed upon with Your Organisation may also constitute a breach of statutory provisions, which could result in criminal prosecution. This applies for example in relation to trade secrets.

4 Swisscom RA app

You are obligated to use the RA app exclusively in accordance with the instructions received during the RA app training completed by you and in accordance with any other requirements of Your Organisation. In particular, you must comply with the following points for each identification process you conduct using the RA app:

- examination of whether the identification papers are genuine with reference to tactile and optical features, as specified in the app;
- recording of the front and rear sides of the identification document;
- photographic recording of the person to be identified as proof of his/her presence onsite;
- examination of the mobile phone number;
- ensuring that the data have been read correctly from the identification documents, and making corrections as necessary;
- informing the person identified that for the signature he/she must accept the terms and conditions of use in advance;
- discontinuing identification processes that could not be completed using the app or that resulted in discrepancies. Consultation with Swisscom concerning all such discontinued identification processes through the point of contact specified in Section 6.

You are obligated to take every reasonable and readily available opportunity to protect the mobile phone used by you from attacks and malware ("viruses", "worms", "Trojan horses" and the like), in particular by using software that is continually updated (operating system and apps). You must ensure that you always use the most recent version of this RA app offered in the app store. You are further obligated to protect your mobile phone from being accessed by third parties (password, fingerprint etc.). In particular, you must not use any data relating to your person (date of birth and the like) for the secret number sequence (PIN) for your mobile ID or for your personal password when using other processes. You may not disclose any

records of the mobile ID PIN and/or personal password to any other person, and you must keep them securely and separate from your mobile phone or in encrypted form and protect them from access by third parties.

After submitting identification data through the RA app, you will receive a confirmation request on your mobile phone. Once you have confirmed the data submitted, an electronic signature will be generated at Swisscom on a PDF document containing the identification data confirmed by you. This PDF document is retained and used by Swisscom for evidentiary purposes.

5 Master RA Agent

If you have been authorised by Swisscom as a Master RA Agent, you can appoint further RA Agents (or Master RA Agents) yourself. You are obligated to ensure that these RA Agents are trained in accordance with Swisscom requirements and to provide Swisscom with confirmation of completion of training before any allocation to a specific role, except where such confirmation is transmitted automatically. You acknowledge that Swisscom is entitled at any time and without stating reasons to decline to authorise RA Agents or to revoke their authorisation. As an RA Master Agent, you receive access to an administration portal for appointing further RA Agents or RA Master Agents. You are obligated to protect this administration portal from access by third parties and in particular not to disclose any access authentication data to any other person.

6 Contact point

Please contact Your Organisation if anything is unclear or if there are any discrepancies or with any questions concerning the obligations set forth in this document. If you have any technical problems with the RA app, please contact Swisscom Support +41 (0) 800 724 724, menu "Data Services", keyword "All-in Signing Service", citing the PRO number of Your Organisation specified in the Agreement.

All incidents and technical notices are published by Swisscom under the link

<https://trustservices.swisscom.com/service-status>. The contact persons should subscribe to this page via RSS feed (e.g. via Outlook) or view it regularly.