

Today,/...../..... in (city), in accordance with and in compliance with the Certification Practice Statement for Qualified Certification Services and the Certification Policies, an integral part of this document, the present agreement has been signed between:

INFONOTARY PLC, registered in the Commercial Register of the Registry Agency with UIC: 131276827, with headquarters and address of management: Sofia, 16 Ivan Vazov Str., Represented by Tania Javasheva - executive director, hereinafter referred to as TRUST SERVICES PROVIDER (the PROVIDER),

Through the Registration Authority, authorized by the PROVIDER:

.....
and an employee of the Registration Authority:

.....
of the one part and

HOLDER – Natural person <full name>

<PIN><FND>

<ID Card №> <Passport >

<Date of issuance>

<Issued by>

<Country>

<Town>

<Address>

HOLDER – Creator of the seal

<Company name>

<UIC>

<Country>

<Town>

<Management address>

<Full name of the representative(s)>

, hereinafter referred to as SUBSCRIBER.

The parties agreed on the following:

I. SUBJECT OF THE AGREEMENT

Art.1. THE PROVIDER shall render to the SUBSCRIBER for remuneration services for the issuance, maintenance and management of Qualified Certificates for Electronic Signature, Qualified Certificates for Electronic Seal, Qualified Certificates for Web Authentication

(hereinafter referred to as the Certificate) and other Certification Services and in accordance with the provisions of Regulation (EU) No 910/2014, the Electronic Document and Electronic Certification Services Act and the applicable active legislation.

Art.2. An integral and inseparable part of this agreement is Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC and the relevant Certification Policy, which include the general conditions and bind the parties to the agreement.

II. PRICES AND PAYMENT METHODS

Art.3. (1) The prices of the requested services are explicitly detailed in Appendix 1 to the present agreement.

(2) All amounts due under the agreement are paid by the SUBSCRIBER via bank transfer to the PROVIDER's account entered on the invoice, through the system EASYPAY or ePay.bg. Payment by bank transfer is considered complete upon receipt of a confirmation of crediting the Provider's bank account with the full amount due. The value of the goods and services does not include the cost of payment of the remuneration due to the agreement which the SUBSCRIBER owes to the payment service providers.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art.4. (1) THE PROVIDER has the right to demand from the SUBSCRIBER all data and documents required and related to the issuance and management of the CERTIFICATE and the use of other certification services from the SUBSCRIBER.

(2) By signing the present agreement, the SUBSCRIBER agrees that the Provider will collect, store and process its personal data, within the meaning of the Law for Protection of Personal Data, in order to identify the SUBSCRIBER and verify the data provided by him in processing the CERTIFICATE issuing and/or when providing other certification services.

(3) THE PROVIDER is entitled to publish only contained in the CERTIFICATE information about the SUBSCRIBER.

(4) THE PROVIDER has the right to suspend or revoke the SUBSCRIBER's certificate in compliance with the terms and procedures specified in the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC.

Art.5. THE PROVIDER is obliged to observe the conditions and to fulfill its obligations resulting from the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC and the arrangements herein.

Art.6. THE PROVIDER undertakes to:

1. Issue a CERTIFICATE to the SUBSCRIBER in compliance with the legal procedures for the issuance of a qualified certificate in accordance with Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC and the related certification policies.

2. To publish the issued certificate in accordance with the SUBSCRIBER's instructions so that third parties to have access to it.

3. To inform the SUBSCRIBER on the conditions for issuing and using the CERTIFICATE, including the limitations of its operation.

4. Not to store or copy private keys generation data.

5. To take immediate actions regarding the suspension, resumption and termination of the certificate, in presence of relevant reasons.

6. To notify the SUBSCRIBER immediately about circumstances regarding the validity or the reliability of the issued certificate.

7. To publish and update electronically a publicly available list of the suspended and revoked certificates.

8. Not to use the information stored by him for purposes other than those related to his activity.

Art.7. The SUBSCRIBER undertakes to comply with the conditions, requirements and obligations specified in the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC, the certification policies and the present agreement.

Art.8. THE SUBSCRIBER undertakes to:

1. Submit to the PROVIDER accurate, complete and up-to-date data that unequivocally identifies the HOLDER and does not violate any third party's rights on brand names, trademarks, domain name rights or other intellectual property rights;

2. Accept the qualified certificate under the conditions specified in the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC prior to its publication in the register;

3. Change the Personal Identification Code (PIN), if the certificate is issued on a Qualified Signature/Seal Creation Device, to access the device before using the certificate for the first time;

4. Notify the PROVIDER for any discrepancies in the content of the issued certificate within 3 /three/ business days from the date of its publication in the Register;

5. Keep the private key throughout the validity period of the certificate in a way that prevents it from compromising, loss, modification or other unauthorized usage. From the moment of creation of the key pair, the Holder is personally and solely responsible for the secret and integrity of the private key. Every use of the private key is considered action of its Holder. The PROVIDER shall bear no responsibility for the way the key pair is used by the SUBSCRIBER, as well as for any unauthorized use;

6. Request from the PROVIDER immediate suspension or termination of the issued certificate in all cases requiring immediate suspension or termination of a certificate described in the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC. He must request termination of a certificate issued at his/her request, and in case of changes in the information included in the issued certificate;

7. Notify the PROVIDER immediately of any changes in the data and/or the circumstances provided at the issuance of the certificate or stated therein;

8. Use the issued certificate only with licensed cryptographic software;

9. Use the issued certificate only for its intended purpose and in accordance with the limitations set forth in the certificate, in this agreement, the respective certification policy and the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC.

IV. LIMITATION OF PROVIDER'S LIABILITY

Art. 9.(1) THE PROVIDER is not liable to the SUBSCRIBER for damages caused by:

1. Certificate usage exceeding its operational restrictions;

2. Issuance of a certificate based on incorrect data provided by the SUBSCRIBER, respectively based on data deliberately concealed by him;

3. Non-performance or inaccurate performance of the security requirements, specified by the PROVIDER;

4. An untimely revocation request or non-requested revocation from the SUBSCRIBER when the latter has learned that the private key has been misused or in case of such risk exists;

5. Failure to fulfill the obligations and responsibilities of the SUBSCRIBER specified in Art. 8 of this Agreement, as well as the ones described in the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC.

(2) THE PROVIDER is not liable to the SUBSCRIBER and the third relying party for:

- failure to fulfill the obligations of the PROVIDER due to technical problems (in equipment or telecommunications) that have occurred beyond the control of the PROVIDER;

- physical damage, blocking or otherwise damaging the certificate, the device (smart card or card reader) by the SUBSCRIBER.

- unduly empowered holder of an electronic statement to hold a private key corresponding to the certified public key in a certificate issued to the SUBSCRIBER.

V. TERM OF THE AGREEMENT. TERMINATION

Art.10.(1) The present agreement is concluded for a term of year/s from the date of the issuance of the Certificate by the PROVIDER.

(2) The term of the agreement is extended up to the validity term of the last requested by the SUBSCRIBER, newly issued or renewed certificate under this agreement.

Чл.11. The present agreement is terminated:

1. With the expiration of the term under Art.10, respectively - by expiration of the validity of all certificates issued under it;

2. With the termination of all the certificates issued under it, due to any of the relevant reasons specified in the Certification Practice Statement for Qualified Certification Services;

3. If it is determined that the certificate was issued on the basis of incorrect data provided by the SUBSCRIBER;

4. Upon termination of the legal entity of the PROVIDER, without transferring the activity of another Trust Service Provider;

5. In case of death or imprisonment of the SUBSCRIBER - natural person or upon termination of the legal entity of the SUBSCRIBER or deletion of the SUBSCRIBER - sole trader from the commercial register;

6. In case of insolvency or liquidation procedure is instigated against either of the contractual parties;

7. In the event of force majeure for which the parties should duly inform each other;

8. If case of other circumstances stated in the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC.

VI. ADDITIONAL PROVISIONS

Art. 12. By signing the present agreement, the SUBSCRIBER declares that:

1. he is fully acquainted with, accepts unconditionally and undertakes to observe the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC;

2. he has been notified by the PROVIDER about the terms and conditions for the issuance and use of the CERTIFICATE, including the limitations of its effect, as well as the procedures for the submission of complaints and settling disputes;

3. all information submitted to the PROVIDER during the issuance of the certificate as well as the one contained in this agreement is true, accurate and complete and will promptly notify the PROVIDER of any change in the information provided and contained in the certificate;

4. the private key is under his control or under the control of THE HOLDER, if such is empowered, corresponding to the public key and is technically suitable according to the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC for the creation of an electronic signature.

Art. 13. The delivery of the certificate and the device by the PROVIDER to the SUBSCRIBER is carried out after an acceptance and delivery protocol signed between the parties.

Art. 14. (1) The present agreement may contain specific conditions that have priority over the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC featured as general terms of the agreement.

(2) When clauses from the agreement herein reiterate clauses from the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC, the same shall be considered as entered in, only for clearness and convenience of the SUBSCRIBER and not with the purpose of re-arranging or repealing separate clauses or entire institutes from the Practice, unless otherwise stated.

Art. 15. (1) The present agreement shall enter into force upon signature by the two parties.

(2) Any amendments and/or additions to this agreement, except the change of the term specified in Art. 10 (2) shall be performed by mutual written consent of the parties expressed in the form of an additional agreement.

(3) The Parties shall settle any disputes concerning the execution of the present agreement through understanding and in a spirit of goodwill, when impossible - under the Civil and Procedural Code.

Art.16. (1) For matters not settled herein and the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC, the provisions of the current legislation are applied.

(2) At the time of the conclusion of this agreement, the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC and the standard forms of the other appendices to this agreement are available for the SUBSCRIBER on the Internet at: <http://www.infonotary.com>.

(3) Inseparable part of the present agreement are:

1. Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC;
2. The relevant Certification Policy for Qualified Certificate;
3. The Tariff - Prices of the Provided Trust Services and equipment;

The present agreement was constituted and signed in two identical copies, one for each of the parties.

For the PROVIDER:

For the SUBSCRIBER: