

Today, ....., in the city of Sofia, 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 **Qualified Trust service provider (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> <ID> <ID Card №> or <Passport > <Date of issuance>  
<Issued by> <Country> <Locality> <Address> <KIN>

HOLDER – Creator of the seal/Delegated/Domain <Company name> <UIC> <Country>  
<Locality > <Management address> <Full name of the representative(s)>

hereinafter referred to as SUBSCRIBER, on the other hand, in person or through an authorized representative:  
<empowered representative> <ID > <reason for empowerment >

the present agreement was signed for the following:

### I. SUBJECT OF THE AGREEMENT

Art.1. (1) The PROVIDER shall provide to the SUBSCRIBER, in return for payment, trust services for the issuance, maintenance and management of qualified certificates for qualified/advanced electronic signature, qualified/advanced electronic seal or website authentication (hereinafter referred to as certificates) and other trust services in accordance with the provisions of Regulation (EU) No 910/2014, Electronic document and electronic trust services act and the applicable regulatory framework in force in the Republic of Bulgaria, which SUBSCRIBER uses personally and/or through a person authorized by the SUBSCRIBER as an Signatory/Holder of Electronic Signature.

Art.2. (1) An integral part of this contract are the "Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC" and the corresponding Policy for Providing Qualified Certification Services of INFONOTARY PLC, which have the character of general terms and are binding on the parties to the contract.

(2) The trust services requested for use under this agreement are described in the Request for Issuance/Renewal of Certificate/Use of a trust service and are an integral part of present agreement.

### II. DURATION OF THE AGREEMENT

Art.3.(1) This agreement was signed for a period until expiry of the validity term of the last requested for and issued/renewed qualified certificate and the term shall begin starting on the date of issue/renewal and publication in the register by PROVIDER.

(2) If the Subscriber uses other trust services - until the expiry of the requested term or termination of their use, and the term of the agreement starts from the date of using the service.

### III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art.4.(1) The PROVIDER shall have the right:

1. To require from the SUBSCRIBER the necessary data and documents related to the issuance and management of qualified certificates and/or the use of other trust services, which are necessary for the identification of the SUBSCRIBER, the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication;

2. Automatically collect all data about SUBSCRIBER, Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication, pursuant to the State Administration Act by the primary data administrators, when performing the verification of the data provided under point 1;
3. To keep the information and documents provided by the persons in the order of point 1 and collected in the order of the procedure of point 2;
4. To publish only information about the SUBSCRIBER and the Holder/Creator contained in the issued Qualified Certificate;
5. To revoke or suspend a SUBSCRIBER's certificate, in accordance with the terms and conditions 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 shall:

1. Issue, at the request of the SUBSCRIBER, a qualified certificate in compliance with the legal procedures for issuing a qualified certificate in accordance with "Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC " and relevant certification policies;
2. To publish the issued certificate so that third parties have access to it, in accordance with the instructions of the SUBSCRIBER and Signatory/Creator of the seal;
3. Inform the SUBSCRIBER, the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication of the conditions for issuing and using the Qualified Certificate, including restrictions on its validity, as well as complaint procedures, requests related to with the processing of personal data and the settlement of disputes;
4. Do not store or copy private key generation data;
5. Take immediate action in relation to the suspension, renewal and revocation of the qualified certificate, if there are reasonable grounds for doing so;
6. Immediately notify the SUBSCRIBER/ the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication of circumstances regarding the validity or 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 he stores for purposes other than those related to his activity.

Art.7. The SUBSCRIBER, as well as the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication, in respect of a qualified certificate of the relevant type, requested and issued in fulfillment of the subject of this contract shall:

1. To comply with the conditions, requirements and obligations set out in the "Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC", the relevant certification policies and this agreement.
2. Submit to the PROVIDER accurate, complete and up-to-date data that uniquely identifies it and does not violate any third party's rights over trade names, trademarks, domain name rights or other intellectual property rights.
3. To accept, under the conditions laid down in "Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC", the qualified certificate before its publication in the Register.
4. Notify the PROVIDER of any deficiencies in the content of the issued certificate within 3 /three/ working days from the date of its publication in the Register.
5. Keep the private key throughout the validity of the certificate in a way that prevents it from being compromised, lost, modified or otherwise unauthorized use. Since the creation of the key pair, the Holder has been personally and solely responsible for the secrecy and integrity of the private key. Any use of the private key shall be considered as the action of its Holder. The PROVIDER is not responsible for the use of the key pair by the SUBSCRIBER, as well as for the unauthorized use of the key pair by the latter.

6. To request from the PROVIDER the immediate suspension or revocation of his issued certificate in all cases requiring the immediate suspension or revocation of the certificate described in "Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC".
7. Notify the PROVIDER immediately of any changes in the data and/or circumstances provided at the time of issue of the certificate or specified therein and to request revocation of the certificate upon occurrence of a change in the information included in the issued certificate.
8. Use the issued certificate only with licensed cryptographic software, as well as with software that is compatible with the X.509v3 standard and other applicable standards for working with certificates and creating an electronic signature.
9. Use the issued certificate only for its intended purpose, in accordance with the restrictions specified in the certificate, in the Agreement for Qualified Certification Services, the relevant certification policy and the "Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC" and the official documents of the Provider.

#### **IV. PRICES AND PAYMENT METHOD**

Art 8.(1) The remuneration for the issue and maintenance of qualified certificates and other trust services requested under the agreement shall be set in accordance with the prices detailed in the Tariff for Providing Qualified Certification Services, publicly available at <http://www.infonotary.com/>.

(2) All amounts due under the agreement are paid by the SUBSCRIBER in the following ways:

- via bank transfer to the PROVIDER's account entered on the invoice;
- through the system EASYPAY or ePay.bg by automatically generated cod for each payment.

(3) Payment by bank transfer is considered complete upon receipt of a confirmation of crediting the Provider's bank account with the full amount due.

(4) 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.

#### **V. LIMITED LIABILITY OF THE PROVIDER**

Art.9.(1) The PROVIDER shall not be liable to the SUBSCRIBER, as well as the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication and the third party trustee for damages caused by:

1. Use of the qualified certificate beyond the limits of its operational restrictions and validity;
2. Use of a qualified certificate issued on the basis of incorrect data provided by the SUBSCRIBER the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication, respectively on the basis of the data it has been silenced;
3. Non-performance or inaccurate performance of the security requirements, specified by the PROVIDER;
4. The untimely request or non-request of the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication for the revocation of the certificate when the latter has learned that the private key has been misused or there is a danger of such use.
5. Failure to fulfill the obligations and responsibilities of the SUBSCRIBER, the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication referred to in this Agreement, as well as the ones described in the the "Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC" and the relevant certification policy;
6. 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;
7. Physical damage, blocking or otherwise damaging the keys, the certificate, the device (smart card or card reader) by the SUBSCRIBER, the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication;
8. Unduly empowered holder/ Signatory of electronic signature to hold a private key corresponding to the certified public key in the issued qualified certificate of the SUBSCRIBER.

#### **VI. TERMINATION OF THE AGREEMENT**

Art.10. The present agreement is terminated:

1. Upon expiration of the term under Art. 3, respectively - with the expiry of the validity of all certificates issued to 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 of INFONOTARY PLC";
3. If it is established that a qualified certificate has been issued on the basis of incorrect data provided by the SUBSCRIBER or the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication, respectively on the basis of the data it has been suppressed;
4. Upon termination of the legal entity of the PROVIDER without transferring the activity to another Trust Service Provider;
5. Upon death or placing under the ban of the SUBSCRIBE - natural person or upon termination of the legal entity of the SUBSCRIBE 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. In case of non-fulfillment of the obligations of the SUBSCRIBE, arising from the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC and the applicable certification policies;
9. Upon termination of the validity of all qualified certificates issued by him or suspension of the use of other trust services;
10. In case of other circumstances stated in the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC.

#### VII. ADDITIONAL PROVISIONS

Art. 11. By signing this Agreement, the SUBSCRIBER, the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication, in respect of a qualified certificate of the relevant type, requested and issued in pursuance of the subject matter of this Agreement, declares that:

1. is fully acquainted with, accepts unconditionally and undertakes to comply with the applicable certification policies and the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC, the Tariff for Providing Qualified Certification Services and other documents of the PROVIDER relating to the certification service provided to him and published on the Provider's website at: <https://www.infonotary.com>;
2. has been informed by the PROVIDER that he is a qualified trust service provider and of the conditions for issuing and using qualified certificates, including restrictions on its validity, as well as the conditions for using other trust services and complaints procedures and for dispute resolution;
3. agrees to provide the PROVIDER with all necessary information about his identification and powers in issuing and managing the Qualified Certificate, as well as being informed that the PROVIDER may automatically collect all data in accordance with the State Administration Act by the primary data administrators;
4. is informed and agrees that the PROVIDER have the right to keep all information and documents provided by him in connection with the services of issuing and managing a qualified certificate under this agreement, as well as information about all actions related to this, as well as with the transmission of this information to third parties in accordance with the rules of the applicable certification policy and practice of the PROVIDER;
5. is informed and agrees that the PROVIDER have the right to collect, store and process his personal data for performing activity of providing qualified certification services in accordance with the provisions of Regulation (EU) No 910/2014 and the Law on Electronic Signature and Electronic Trust Services and in fulfillment of its obligations arising from tax and accounting legislation and other applicable laws and regulations governing the activities of INFONOTARY PLC. Where his explicit, specific consent to the processing of his personal data is required and does not provide it, the PROVIDER may not be able to provide him with the relevant product / service for which the consent was required, and may at any time to withdraw consent without prejudice to the lawfulness of the processing prior to its withdrawal.
6. all information provided to the PROVIDER in the process of issuing the qualified certificate and when using the certification services, as well as the information contained in this agreement is true, accurate and complete and will immediately notify the PROVIDER of any change in the information provided or the one contained in the certificate issued;

7. the private key is under his control or under the control of the Holder/Signatory of electronic signature, the Creator of the seal and the Holder of the certificate for website authentication, if such is empowered, corresponding to the public key and is technically suitable for the creation of electronic signature/ electronic seals, according to the " Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC.

Art. 12.(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. 13.(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. 3 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, and when this proves impossible, they will refer the dispute to the competent court in Sofia under the procedure of the Civil Procedure Code.

Art.14.(1) The provisions of the effective legislation of the Republic of Bulgaria shall apply to issues not covered by this Agreement, the relevant certification policy and the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC.

(2) At the time of conclusion of this agreement, the Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC, the certification policies and models of the other annexes to this contract shall be available to the SUBSCRIBER at: <http://www.infonotary.com>.

(3) An integral part of this contract are:

1. Certification Practice Statement for Qualified Certification Services of INFONOTARY PLC;
2. The relevant certification policy;
3. Tariff for Providing Qualified Certification Services;
4. Request for issuance/renewal/suspend/revocation of qualified certificate or Request for use of a certification service;
5. Protocol for issuance/renewal/revocation of a certificate;
6. Declaration by the Holder of electronic signature with delegated authority.

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

FOR THE PROVIDER:

FOR THE SUBSCRIBER:

*Operator RA:*

.....  
/signature/

.....  
/name, surname, written in handwriting /

.....  
/signature/

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/name, surname, written in handwriting