

CONTRACT
FOR CERTIFICATION SERVICES
(QUALIFIED CERTIFICATES)

№ _____

This, in Sofia:

A. **"ELECTRONIC PAYMENT SYSTEMS BULGARIA / SEP BULGARIA"** AD, with headquarters in Sofia and management address: "Lozenets" district, 1q "Zlatovrah" Str., entered in the Commercial Registry at the Registry Agency under UIC 131107204, represented by, hereinafter referred to as Provider,

and

B. having its registered office in and registered office:, entered in the Commercial Registry at the Registry Agency with UICrepresented by/, citizen of, PIN:, holder of an ID card, hereinafter referred to as Client,

whereas each of them could also be referred to as Party and together as Parties,

On the grounds of Art.23 of the Electronic Document and Electronic Certification Services Act have entered into this certification services agreement.

Definitions and abbreviations:

EDECSA	Electronic Document and Electronic Certification Services Act, promulgated State Gazette No 34/06.04.2001 г., entered into force on 07.10.2001 г., last amended State Gazette. No 85/ 24.10.2017 г.
General Terms	General terms for offering qualified certification services issued by издадени от SEP Bulgaria.
Policy	Policy for offering qualified certification services issued by SEP Bulgaria.
Practice	Practice for offering qualified certification services issued by SEP Bulgaria.

Chapter I.SUBJECTMATTER OF THE AGREEMENT

Article 1.The Provider shall provide the Client, based on an express request from the latter, against

remuneration and under the terms of this Agreement, services for the issuance and management of a qualified electronic signature / qualified certificate for electronic seal, hereafter referred to as the "Certificate".

Section 1. The type and description of the services under this Article 1 as well as the prices of the individual services are set out in Schedule 1, which is an integral part of this agreement.

Article 2. An integral part of this agreement binding the parties are the Practice, the Policy and the General Conditions

Article 3. The Client agrees with the conditions of the documents under Article 2, in force at the date of conclusion of this agreement and are available to the Client on the following Internet site: [http:// www.eSign.bg](http://www.eSign.bg)

Chapter II. TERM OF THE AGREEMENT

Article 4. This agreement shall be concluded for a period ofyears from the date of issue of the Certificate by the Provider.

Chapter III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 5. The Provider is entitled to:

Section 1. require from the Customer the necessary data and documents related to the issuance, management and renewal of the Certificate;

Section 2. store the information and documents provided by the Customer pursuant to this Article 5;

Section 3. require on a regular basis - once in a calendar year, in line with the terms and conditions set out in the General Conditions, confirmation about:

- the accurateness and authenticity of the information provided by the Customer specified in the Certificate;
- the holder of the private key,

in case of a delay of 3 (three) business days in the fulfillment of the obligation under this Section 3 by the Customer, the Provider is entitled to terminate the validity of the issued Certificate;

Section 4. to receive payment, subject to the performance of the services under this agreement, agreed prices and the General Terms, and in case of delay of more than 30 (thirty) working days shall have the right to terminate this agreement;

Section 5. suspend the validity of the Certificate in the cases and for the period stipulated in the General Conditions;

Section 6. terminate this agreement and the effect of the Certificate in the event of Client's failure to perform his obligations set out in this agreement and in the General Terms.

Article 6. The Provider is obliged to:

Section 1. issue a Client's Certificate in accordance with the procedures for issuing certificates, whereby the parties sign a delivery-acceptance protocol containing the relevant data of the Certificate;

Section 2. not to store or copy data to create the private key of the Client;

Section 3. take immediate action in relation to reflecting the changes, suspension, resumption and termination of the Certificate when establishing the relevant grounds;

Section 4. publish and update electronically a list of suspended and terminated certificates issued by the Provider;

Section 5. to take immediate action in connection with the suspension, revocation and termination of a Certificate in establishing the relevant grounds for this based on this agreement, the Practice, the Policy, the General Terms and relevant legislation;

Section 6. not to use the information stored by it for purposes other than those related to the obligations under this agreement. The Provider may only provide third parties with the information contained in the Certificate.

Article 7. The Client is obliged:

Section 1. Give the Provider with the correct and complete data necessary for the issuance of the Certificate, without infringing any third party rights on trade names, trademarks, domain name rights or other intellectual property rights;

Section 2. to notify the Provider of any deficiencies in the content of the issued Certificate within 3 (three) working days from the date of publication of the certificate;

- Section 3. to use the issued certificate only with software that is capable of preserving the secret of the private key, meets the requirements of the X.509 standard (v3 and subsequent versions) and has proven to be able to perform operations according to the PKCS series standards and other applicable operating standards with certificates;
- Section 4. to promptly notify the Provider of any changes in the data and / or circumstances provided when the Certificate was issued or specified therein;
- Section 5. to change the personal identification number (PIN) to access the device to securely create the Certificate before using it for the first time and not to communicate it to others;
- Section 6. store the private key in a way that prevents it from compromising, losing, disclosing, modifying or otherwise unauthorized use;
- Section 7. immediately request the revocation of the Certificate if there are reasonable grounds to do so;
- Section 8. to use the Certificate only for its intended purpose in accordance with the limitations set forth in the Certificate, this Agreement and the Practice, Policy and General Conditions;
- Section 9. not to disclose to third parties any information regarding the content and performance of this agreement without the express written consent of the Provider;
- Section 10. to fulfill all obligations arising from the Practice, the Policy and the General Conditions
- Section 11. to pay within the agreed time the price for the issue and use of the Certificate as well as the prices of the other services provided by the Provider which are listed in Schedule 1 to this contract.

Chapter IV. PRICES AND PAYMENT TERMS

Article 8. The price for issuing and using the certificate as well as the prices of the other services offered by the Provider are listed in Schedule 1 to this agreement.

Section 1. The price under Article 8 shall be paid by the Client to the following bank account of SEP Bulgaria:

IBAN: BG10BUIN76041012071614 Allianz Bank Bulgaria Commercial Bank.

Section 2. Upon any change in the prices for the provision of the services under Schedule 1, the Provider shall notify the Client by making a notice of the change made on the website: www.eSign.bg or informing the Client otherwise. It is considered that the Client has accepted the new prices according to Schedule 1 and has agreed to pay the changed prices unless he has notified the Contractor to the contrary within 7 (seven) working days after notification under the preceding sentence. In case of disagreement with the change of prices under Schedule 1, the Customer has the right within 7 (seven) working days after notification of the change to unilaterally terminate the effect of this Contract by making an explicit written statement of termination.

Chapter V. LIMITATION OF PROVIDER'S LIABILITY

Article 9. The Provider shall not be held liable by the Client for damages caused by:

- Section 1. use of the Certificate outside the capacity and limits of its validity;
- Section 2. Issuance of the Certificate on the basis of untrue data provided by the Client as well as on the basis of data that he/she withheld;
- Section 3. Customer's failure to comply with the requirements and recommendations for security and use of the Certificate established by the Provider in this agreement, the General Terms, the Practice, the Policy and the Handbook;
- Section 4. an untimely request or non-request by the Customer to terminate the Certificate when the latter has learned that the private key has been unlawfully used or threatened with improper use;
- Section 5. loss, theft or hand over to third parties to the electronic device;
- Section 6. failure to fulfill the Provider's obligations due to damage to equipment or communication damage not due to fault on the part of the Provider;
- Section 7. damage to the Certificate and / or smart card or card reader by the Client;
- Section 8. Customer's failure to fulfill its obligations set out in this agreement, the General Terms, the Policy or Practice and the applicable law;
- Section 9. false declarations made in relation to, in connection with and on the occasion of signing of this agreement and the fulfillment of Client's obligations.

Chapter VI.TERMINATION TERMS

Article 10.This agreement shall be terminated:

- Section 1. with the expiration of the validity of the Certificate unless the certificate is renewed within 30 calendar days as of the expiry date of the Certificate;
- Section 2. if it is established that the Certificate was issued on the basis of untrue data provided by the Client, respectively on the basis of data that was not contained therein;
- Section 3. upon termination of the legal entity of the Provider, without transferring the activity to another provider of certification services;
- Section 4. upon death or disablement of the Client - natural person or upon termination or deletion of the Client - legal entity from the Commercial Register;
- Section 5. in the event that proceedings for bankruptcy or winding-up proceedings are opened for any of the Parties;
- Section 6. in the event of non-performance of the Client's obligations set out in this agreement, the Practice, the Policy and the General Terms;
- Section 7. in case the Client fails to fulfil the obligation to pay the price within the term under Article 8;

Article 11.Upon termination of the contract, the validity of the relevant Certificate(s) of the Customer is/are terminated too.

Chapter VII.GENERAL

Article 12.This agreement may be amended or supplemented by the Parties only by a written agreement;

Article 13.All disputes between the Parties shall be settled through negotiation and, where that is not possible, shall be referred for resolution by the competent court.

Article 14.For the issues not covered by this agreement shall be applied the General Terms, Practice and Policy which form an integral part of this agreement and which are available to the Client on the following Internet site: [http: // www.eSign.bg](http://www.eSign.bg).

An integral part of this agreement are also:

- 1. Request for the issue of a Certificate;
- 2. Schedule 1;
- 3. Delivery and acceptance protocol.

This Agreement was drawn up and signed in two identical copies, one for each of the Parties:

Client: _____
(.....)

Provider: _____
(.....)