

Contract for Trust Services - Certificate Issuance and Electronic Time Stamps

to be completed by KIR

No. / / Szafir/.....

to be completed by KIR

hereinafter referred to as "Contract", signed on in Warsaw by and between:

Krajowa Izba Rozliczeniowa S.A. in Warsaw, ul. rtm. W. Pileckiego 65 02-781 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under No. KRS 0000113064, with a fully paid initial capital amounting to PLN 5,445,000, TAX ID: 526-030-05-17, hereinafter referred to as "**KIR**", represented by:

to be completed by KIR

.....
.....
.....

and

.....
.....
.....

(name, address, number of the National Court Register Division, TAX ID and an amount of initial capital in case of joint stock companies)

hereinafter referred to as the "**Principal**", represented by:

.....
.....

§ 1.

Subject of the Contract

- The subject of the Contract hereto is performance of Trust Services by **KIR** in favour of the **Principal**. The said Trust Services consist in:
 - issuance of qualified or non-qualified certificates,
 - supply of elements for electronic signature creation devices,
 - issuing of electronic time stamps.
- The terms appearing in the Contract hereto were defined in the documents referred to in § 2 par. 2.

§ 2.

Obligations of the Parties

- KIR** undertakes to professionally perform the trust services, in accordance with terms and conditions determined in legal regulations and documents referred to in par. 2.
- While performing the Contract hereto, the documents published at **KIR's** webpage at www.elektronicznypodpis.pl KIR Certification Policy for Qualified Trusted Services, Certification Policy of KIR for trusted non-qualified certificates and Certification Practice Statement of KIR for trusted non-qualified certificates shall apply.
- The **Principal** undertakes to duly perform its duties, in particular with regards to provisions of the documents referred to in par. 2, including updating the data submitted to the **KIR**, referred to in § 3 par. 1 and 2.
- Having read the information clauses contained in the attached Information on the processing of personal data, the **Principal** undertakes to fulfill the obligation specified therein to inform the subscribers.
- The **Principal** confirms that the signed Contract is consistent with a sample contract available at the **KIR's** website. **KIR** hereby notifies that proxies are not authorised to sign a contract that does not conform to the sample.

§ 3.

Basic terms for the performance of services

- Submission of the data necessary for the performance of trust services by the **Principal** to **KIR**, in the manner and form required by **KIR**, shall constitute the basis for generation and issuing certificates.
- Submission of the necessary data by the **Principal** to **KIR**, in the manner and form required by **KIR**, shall constitute the basis to make the Electronic Time Stamp Service available by **KIR**. Unless the terms referred to in par. 3 state otherwise, the Electronic Time Stamp Service shall be made available or blocked not later than 5 working days following the day, on which **KIR** received necessary data to do so.
- The terms involving submission of data necessary to perform trust services are determined by **KIR** and announced at the **KIR's** website.
- The **Principal** shall be charged with any requests for Electronic Time Stamp authorised in a manner required by **KIR**.

§ 4.

Payments

- A pricelist of trusted services valid as per the day of the beginning of the settlement period in case of the Electronic Time Stamp Services or the day, on which the **Principal** places its order in case of trust services, shall constitute the basis for determination of payment due.

2. The pricelist of trusted services is published at the **KIR's** website.
3. The Parties hereby acknowledge that the day of certificate issuance shall be recognised as the day, on which the service was performed that constitutes the basis for **KIR** to issue an invoice, except for invoices for the Electronic Time Stamp Service and in case of orders for cryptographic cards or other elements of electronic signature creation devices – the day of their planned issuance.

§ 5

Termination and amendment of the Contract

1. The Contract may be terminated by each Party, providing for a one-month notice, with an effect as per the end of a given calendar month, and in case of the Electronic Time Stamp Service – with an effect as per the end of the nearest settlement period.
2. **KIR** may terminate the Contract without a notice or suspend performance of Electronic Time Stamp Service if the **Principal** delays in its payments for more than 14 days.
3. Amendments to the Contract require a written form, under pain of nullity, subject to par. 4.
4. The pricelist of trusted services, terms referred to in § 3 par. 3, sample forms concerning the performance of the Contract and the content of documents, referred to in § 2 par. 2 shall be determined by **KIR**. **KIR** will promptly publish at its website: www.elektronicznypodpis.pl the updated data concerning the aforementioned documents.
5. The **Principal** confirms that the documents referred to in § 2 par. 2 were made available to the **Principal** before signing the Contract so it has not had and does not have any problems with their storage, recovery and reading out. The **Principal** confirms that it has familiarised itself with the said documents and approved them.

§ 6

Final Provisions

1. The Contract has been made in two identical copies, one for each Party hereto.
2. The Contract was concluded for indefinite/definite period of _____ months/until _____*.

The **Principal** gives/does not give its consent* for **KIR** to send trade information – within the scope of services covered by **KIR** – with the use of electronic means at the following address:

The **Principal** gives/does not give its consent* to have request for renewal of certificates submitted on its behalf by a subscriber, for which a certificate has been issued pursuant to the Contract hereto.

KIR

The Principal

* - cross out, where necessary

Information for parties signing Contracts for the Performance of Trust Services

1. Qualified electronic signature has the legal effect equivalent to a handwritten signature.
2. Electronic signature may not be denied legal effect or admissibility as evidence in legal proceedings solely on the grounds that this signature is an electronic form or that do not meet the requirements for qualified electronic signatures.
3. A qualified electronic time stamp shall enjoy the presumption of the accuracy of the date and the time it indicates and the integrity of the data to which the date and time are bound.
4. An electronic time stamp shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in an electronic form or that it does not meet the requirements of the qualified electronic time stamp.
5. A qualified electronic seal shall enjoy the presumption of integrity of the data and of correctness of the origin of that data to which the qualified electronic seal is linked.
6. An electronic seal shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in an electronic form or that it does not meet the requirements for qualified electronic seals.
7. The terms for the issuance, suspension and revocation of certificates and the scope and restrictions to their use are determined in detail in the service policies, i.e. in: **KIR Certification Policy for Qualified Trusted Services**, **Certification Policy of KIR for trusted non-qualified certificates**, **Certification Practice Statement of KIR for trusted non-qualified certificates** published on the Internet at www.elektronicznypodpis.pl. Address of the publication can be changed.
8. Pursuant to Art. 21 about trust services, **KIR** is not responsible for damages resulting from not following by the **Principal** or subscriber principles set out in the service policy.
9. The certificate revocation or suspension may apply subscriber, **Principal** or a third party, if its data were contained in the certificate or another person, if this is result of the **KIR Certification Policy for Qualified Trusted Services**, **Certification Policy of KIR for trusted non-qualified certificates**, **Contract** or other **KIR's** obligations.
10. The certificate that has been revoked, it cannot then be regarded as valid.
11. Application template for revocation / suspension of the certificate is published on the website of **KIR** www.elektronicznypodpis.pl.
12. Any disputes arising with regards to the use of the advanced electronic signature shall be settled by competent common courts. Complaints and claims shall be submitted in writing to Customer Contact Department of **KIR** at the following address: ul. rtm. W. Pileckiego 65, 02 – 781 Warsaw or by e-mail at: kontakt@kir.pl. The period for the investigation of complaints and claims shall be 21 days, following their receipt. Contact data may be changed. Current data shall be published at the **KIR's** website.

Information on personal data processing

In accordance with Article 13 section 1 and 2 and Article 14 section 1 and 2 of the 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 86/160;95/46/EC (hereinafter **GDPR**), **KIR** informs that:

- 1) the administrator of your personal data is Krajowa Izba Rozliczeniowa Spółka Akcyjna (hereinafter "KIR") with its registered office in Warsaw, ul. rtm. Witolda Pileckiego 65, 02-781 Warszawa, KRS 0000113064;
- 2) the contact details of the Data Protection Officer of KIR are: IOD@kir.pl
- 3) your personal data will be processed on the basis of a legal provision, which is Article 24 of Regulation (EU) No. 910 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, and on the basis of the trust services Contract and to the extent necessary for the performance thereof.
- 4) KIR may disclose your personal data to trusted partners listed on the website www.elektronicznypodpis.pl;
- 5) your personal data will be stored for the period necessary for the provision of trust services and, with regard to the data referred to in Article 17 section 2 of Act on Trust Services and Electronic Identification of 5 September 2016) (Journal of Laws, No. 1579) for the period required by law, which currently amounts to 20 years, however, if there are other legal grounds authorizing KIR to process personal data, this period may be subject to change subject to duration of such grounds;
- 6) you have the right of access the content of your data and the right to rectify, erase, restrict the processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent prior to its withdrawal; however, the exercise of this right may be restricted by mandatory legal provisions;
- 7) you have the right to lodge a complaint with the President of the Office for Personal Data Protection, if you consider that the processing of personal data concerning you violates the provisions of the GDPR or other regulations on the protection of personal data;
- 8) the submission of your personal data is essential for the provision of trust services. If they are not submitted, the service will not be provided.
- 9) the Principal is obliged to inform the subscribers about this Information.