

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 Certification Policy of KIR for qualified certificates, Certification Policy of KIR for trusted non-qualified certificates, Certification Practice Statement of KIR for trusted non-qualified certificates and Certification Policy of KIR for Time-Stamping Services 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.
- The **Principal** undertakes to pass personal data of subscribers to **KIR**, only upon their prior consent and following their prior written consent to process their personal data by **KIR** in the scope necessary to provide trust services, and in case the **Principal** is a natural person, it shall also give its consent to process its personal data by **KIR** in the scope necessary to execute the Contract and provide trust services.
- 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

1. A pricelist of 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 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, 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 Qualified Certification 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. 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: Certification Policy of KIR for qualified certificates, 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.
4. 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.
5. 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 Certification Policy of KIR for qualified certificates, Certification Policy of KIR for trusted non-qualified certificates, Contract or other KIR's obligations.
6. The certificate that has been revoked, it cannot then be regarded as valid.
7. Application template for revocation / suspension of the certificate is published on the website of KIR www.elektronicznypodpis.pl.
8. 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 Service Department of KIR at the following address: ul. Rtm. W. Pileckiego 65, 02 – 781 Warsaw or by e-mail at: szafir@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.