

CONTRACT FOR TRUST SERVICES AND ELECTRONIC IDENTITY SERVICES PROVIDED VIA A HARDWARE DEVICE OR A MOBILE APPLICATION

BORICA AD, registered in the Commercial Register of the Registry Agency under UIC 201230426, with registered office at address 41, Tsar Boris III Blvd., city of Sofia, VAT No. BG201230426, hereinafter referred to as **Trust Services Provider (PROVIDER)** for short) within the meaning of Art. 19 of the Electronic Document and Electronic Trust Services Act /EDETSA/, on the one side, and

the **CUSTOMER**, on the other, pursuant to Art. 23 of the EDETSA, this Contract was entered into about the following:

I. SUBJECT

Art. 1. The PROVIDER shall provide to the CUSTOMER against consideration trust services, electronic identification services, information, consultancy and other services in accordance with the Policies and Practices for provision of the relevant services, the provisions of this Contract and of the applicable legislation. The services subject of this Contract shall be made available by using a hardware device or a mobile application.

(2) Applying for each of the services under Art. 1, paragraph 1 shall be done by an Application for the relevant service that shall be an integral part of this Contract.

(3) The PROVIDER's Policies and Practices for providing the services under Art. 1, paragraph 1, Information about the Personal Data Owner, General Terms and Conditions on Use of the Mobile Application B-Trust Mobile, Installation Manual for the Mobile Application B-Trust Mobile and the PROVIDER's Tariff for provision of trust services, shall be an integral part of this Contract, hereinafter referred to as "Contract". A current version of the documents is available on the following website:

<https://www.b-trust.bg/documents>.

(4) On the website indicated in paragraph 3 the PROVIDER publishes:

- the scope of offered services;
- instructions how to use the services;

II. ENTERING INTO THE CONTRACT

Art. 2. (1) This Contract is entered into for a term of one year or by the time of expiry of the validity of the latest certificate issued under the Contract. Provided there are no valid certificates issued according to Certificate Issuance Applications under this Contract, the Contract shall be deemed terminated regardless if its one-year validity term, set in this provision, has expired or not.

(2) The term set in paragraph 1 shall start from the date of publication of at least one certificate issued to Certificate Issuance Applications under this Contract.

(3) This Contract shall be entered into via a mobile application in the cases where the Signatory will use the services provided via a mobile application. In such cases, after the installation of the mobile application and the successful identification, the Signatory shall accept the terms and conditions of the Contract, the Policies, Practices and the Tariff, and shall apply for remote issuance of a QCQES.

(4) With the QES issued pursuant to paragraph 3, the Signatory shall sign electronically the Contract and the appendices to it, with which the procedure for its signing shall be completed. After entering into the Contract the issued QCQES shall be activated and shall be accessible for use by the Signatory in the mobile application

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 3. (1) The PROVIDER may require information and documents, needed to issue certificates, for the purpose of the identification of the Signatory and verification of the data provided thereby in the processing of the Issuance Application of the certificate(s) through the Registration Body.

(2) The PROVIDER may publish only information about the Signatory that is contained in the issued certificate, to the extent public access to the content of the certificate is not limited at the Signatory's or CUSTOMER's request.

(3) The PROVIDER may notify the competent authorities in case of justified suspicion of any unlawful activities performed by the Signatory for the purpose of or in relation to the provision of the Services.

Art. 4. (1) The PROVIDER undertakes:

1. to establish in an indisputable manner the Signatory's identity using legally allowable means pursuant to Art. 24, paragraph 1 of Regulation (EU) 910/2014, as well as the power of representation of the Signatory with regard to the CUSTOMER;

2. to make a copy of the Signatory's identity document, given the fact the PROVIDER is a payment institution within the meaning of the Law on Payment Services and Payment Systems and in compliance with Art. 53, paragraph 1, in conjunction with Art. 4, item 2 and Art. 3, item 1 of the Law on the Measures Against Money Laundering. Pursuant to Art. 24, paragraph 2, point 'f' of Regulation (EU) 910/2014, according to which the Trust Service PROVIDER shall use trustworthy systems to store data provided to it, in a verifiable form, the parties to this Contract agree that the wording 'indisputable manner shall' include making a copy of the QES Signatory's identity document and keeping it for the period of time under Art. 21, paragraph 3 of the EDE TSA, in conjunction with Art. 24, paragraph 2 Regulation (EU) No. 910/2014;

3. to inform the CUSTOMER of the terms and conditions of use of the certificate;

4. to provide access to the private key for use of the certificate only to its Signatory;

5. to not keep unencrypted data for creation of private keys;

6. to immediately take actions in relation to suspension, restoration and termination of the certificate's validity, after establishing the relevant grounds for them in conformity with the applicable regulatory requirements and of the provisions of this Contract and the appendices thereto;

7. to immediately notify the CUSTOMER of the circumstances regarding:

- the validity or reliability of the certificate issued;
- the suspension of the certificate issued;
- any breach in the security or other Malicious Acts towards the Services provided, or the personal data kept, which may incur a damage to and/or have adverse effect on the Signatory;
- termination of its business as a Trust Service PROVIDER, if it plans such termination.

8. to provide to third parties only the information contained in the certificate, while complying with the application made by the Signatory as far as the Policy and Practice of the respective service do not stipulate otherwise;

9. to issue a new certificate to the Signatory, provided there are any errors and/or gaps in the certificate issued, without requiring payment of any remuneration, unless the errors and/or gaps are the result of incorrect, incomplete or inaccurate data provided by the Signatory;

10. to publish and update electronically a publicly available list of the certificates it has terminated;

11. where services are provided through a hardware device, to hand over to the Signatory or to a person explicitly designated thereby for this purpose, the B-Trust certificates, products and services applied for, with a bilaterally signed handover record;

12. to publish on the website indicated in Art. 13, paragraph 2, a current version of the documents referred to in Art. 1, paragraph 3 of this Contract;

13. to ensure the implementation of technical and organization measures related to the security protection of the Services provided;

14. to ensure lawful processing of personal data in accordance with Regulation (EU) № 679/2016 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 95/46/EC;

Art. 5. OBLIGATION OF THE CUSTOMER AND THE SIGNATORY

(1) The CUSTOMER undertakes:

1. to provide to the PROVIDER correct and complete data that unambiguously identify the Signatory and the CUSTOMER, and do not violate the rights of any third parties on trade names, trademarks, rights on domain names or

other intellectual property rights;

2. within a three-day term from the issuance and publication of a certificate under the Contract, to verify the correctness of its content and if there is any inconsistency between the submitted information and the content of the certificate, to immediately notify the PROVIDER to this effect;

3. to request the PROVIDER to immediately suspend or terminate his/her certificate in all the cases necessitating its immediate suspension or termination in accordance with the EDE TSA;

4. to notify immediately the PROVIDER of any changes that have occurred in the data and circumstances declared at the time of issuance of the certificate or entered in it and to request the immediate termination of the certificate;

5. to notify the PROVIDER of every change in the information, which is not included in the certificate issued to him/her, but which is provided according to the specified requirements to it in the Certificate Issuance Application;

6. to use the issued certificate only with licensed software;

7. to use the certificate only for its intended purpose and according to the limitations indicated in the certificate, in this Contract and the appendices thereto;

8. to observe the provisions of this Trust Services Contract, the documents referred to in Art. 1, paragraph 3 of the Contract and the applicable legislation;

9. to pay the agreed price;

(2) The Signatory undertakes:

1. in compliance with the measures referred to in Art. 24, paragraph 2, letters "f" and "g" of Regulation (EU) 910/2014 and with a view to preventing any unauthorized use of the services under this Contract by a person claiming to be the Signatory, to provide to the PROVIDER a copy of his/her identity document in electronic format or on paper.

2. provided the certificate is issued on a smart card, to change his/her personal identification number (PIN) for access prior to proceeding with the use of the certificate;

3. to protect the private key throughout the whole term of validity of the certificate in a manner that would protect it from compromising, loss, disclosure, modification and unauthorized use. From the time of generation of the pair of keys, the Signatory shall be solely and personally responsible for the secrecy and integrity of the private key. Any use of the private key shall be deemed action of the Signatory of the certificate;

4. to request the PROVIDER to immediately suspend or terminate his/her certificate in all the cases necessitating its immediate suspension or termination in accordance with the EDE TSA;

5. to notify immediately the PROVIDER of any changes that have occurred in the data and circumstances declared at the time of issuance of the certificate or entered in it, and to request the immediate termination of the certificate;

6. to notify the PROVIDER of every change in the information, which is not included in the certificate issued to him/her, but which is provided according to the specified requirements to it in the Certificate Issuance Application;

IV. RESPONSIBILITY OF THE PARTIES. RESPONSIBILITY LIMITATION

Art. 6. (1) The PROVIDER shall not be held liable by the CUSTOMER, the Signatory and a third relying party for any damages incurred by failure to fulfil the CUSTOMER's and/or the Signatory's obligations and responsibilities, as referred in Art. 5 of this Contract.

(2) The PROVIDER shall not be held liable by the CUSTOMER, the Signatory and a third relying party also in case of:

- inability to fulfil its obligations under the Contract due to technical problems (in the equipment or the telecommunications) that have occurred beyond the PROVIDER's control, including physical damage, blocking or inability to access a smart card or a reader;

- inappropriate authorization of a person to keep a private key, corresponding to the public key certified in the certificate issued under this Contract;

- failure to meet the security requirements set by the PROVIDER, including the use of unauthentic software on the device, and use of a device with reduced security, irrespective of the reasons;

- security breach of systems and connections that are outside the PROVIDER's control;
- occurrence of damages arising from the use of the Services in a manner that exceeds the limitations the CUSTOMER and/or the Signatory were informed in advance about with this Contract and the appendices to it;
- damages of the software, hardware, telecommunication equipment and/or loss of data, caused by materials or resources uploaded via the mobile application or by the use of a service subject of the Contract;

(3) The CUSTOMER shall owe to the PROVIDER a compensation for all damages and loss of profit suffered by the PROVIDER that have been incurred as a result of the CUSTOMER's failure to fulfil its obligations under this Contract, the appendices to it, and the existing legislation. The CUSTOMER shall be jointly liable for any failure of the Signatory to fulfill his/her obligations to the PROVIDER under paragraph 4 of this article of the Contract.

(4) The Signatory shall owe to the PROVIDER a compensation for all damages and loss of profit suffered by the PROVIDER that have been incurred as a result of the Signatory's failure to fulfil his/her obligations under this Contract, the appendices to it, and the existing legislation.

V. PRICES AND MANNER OF PAYMENT

Art. 7. (1) The prices of issuance and use of certificates and the services applied for, B-Trust smart cards and card readers, are stated in the Tariff of the Services Provided (the Tariff), available on the PROVIDER's website: www.b-trust.bg.

(2) The amounts due under paragraph 1 shall be paid by a bank transfer to the PROVIDER's *bank account* IBAN BG72UNCR75271059563024, BIC code UNCRBGSF, Commercial Bank UniCredit Bulbank, branch at 41 Tsar Boris III Blvd., Sofia, or in cash at an office of the PROVIDER or by a payment card electronically, provided this manner of payment is available for the relevant service.

(3) Where the amounts due under this Contract are paid by a bank transfer, the date of payment shall be deemed to be the date of crediting of the PROVIDER's account.

VI. CONTRACT TERMINATION

Art. 8. (1) This Contract shall be terminated:

1. with the expiry of the certificates' term of validity;
2. with the termination of the certificates' validity if the relevant grounds according to the EDESA are in place;
3. if the certificate is found to have been issued based on incorrect data provided by the Signatory, respectively based on data that have been withheld thereby;
4. upon the winding up of the legal entity of the PROVIDER, provided the business has not been transferred to another Trust Service Provider;
5. in case of death or placement under judicial disability of the Signatory – natural person or upon winding up of the legal entity of the CUSTOMER, or the deregistration of a CUSTOMER that is a sole proprietor from the Commercial Register;
6. in case bankruptcy or liquidation proceedings are initiated against the PROVIDER;
7. upon occurrence of *Force Majeure* circumstances, for which circumstance the parties shall duly notify each other;
8. upon failure to meet the CUSTOMER's obligations, as stated in this Contract and the appendices to it;
9. under the hypothesis of Art. 11, paragraph 2;
10. upon an order of a competent authority;
11. in the cases provided for by law;

(2) The PROVIDER may at its own discretion limit the term of validity of this Contract to the time of expiry of the validity of the certificates issued up to a particular time.

(3) Upon termination of the Contract under the terms and conditions of paragraph 1, the validity of the respective certificate(s) of the Signatory shall be terminated.

VII. ADDITIONAL PROVISIONS

Art. 9. By signing this Contract, the CUSTOMER declares that it:

1. is informed about the registration of the PROVIDER as a Trust Service Provider;

2. is informed by the PROVIDER of the terms and conditions of issuance and use of the certificates, including of the limitations of their effectiveness, and of the procedures for filing of complaints and resolution of disputes;

3. is acquainted with the conditions for use of smart cards other than B-Trust® and if it uses such, the PROVIDER shall not be responsible for the quality and reliability of the trust services provided;

4. the whole information provided to the PROVIDER in the course of issuing of the certificates, as well as the one contained herein is true, accurate and complete, and it shall immediately notify the PROVIDER upon the occurrence of any change in the information provided, or that contained in the issued certificate;

5. is aware of the provisions of the applicable legislation and the PROVIDER's Policies and Practices for provision of qualified trust services;

6. is acquainted with the content of the appendices to this Contract, that are in effect at the time of entering into it;

7. willingly gives his/her consent for a copy of his/her identity document to be made in electronic format or on paper and kept by the PROVIDER for the period referred to in Art. 21, paragraph 3 of the EDE TSA, in compliance with the measures implemented by the PROVIDER under Art. 24, paragraph 2 of Regulation (EU) 910/2014 with a view to preventing any unauthorized use of the services under this Contract by a person claiming to be the Signatory.

Art. 10. The certificates, for the handover of which the Signatory should appear in person before a Registration Body, shall be handed over to the Signatory after signing of a handover record.

Art. 11. (1) This Contract may contain special conditions that have precedence over the documents referred to in Art. 1, paragraph 3 of this Contract.

(2) Any amendments to the documents under Art. 1, paragraph 1 shall come into force from the time of their publication on the website referred to in Art. 13, paragraph 2. In case of any disagreement with amendments to the documents under Art. 1, paragraph 3, the Signatory shall be entitled to terminate this Contract.

(3) The invalidity of one or several provisions of this Contract or the appendices to it shall not cause the invalidity of the remaining provisions. In case of invalidity of one or several provisions, the existing legislation shall apply.

Art. 12. (1) This Contract shall come into force from the time of its signing by both parties. Provided this Contract is signed via a mobile application, the same shall come into force from the time the text of the Contract proposed by the PROVIDER is signed by the Signatory with a QES.

(2) The validity of the Contract shall be extended by filing an application for its renewal by the Signatory. The validity of the certificates shall be renewed in accordance with the terms and conditions stated in the PROVIDER's Policies and Practices referred to in Art. 1, paragraph 3 of this Contract, which are in effect on the date of filing of an application for renewal.

(3) All amendments and/or supplements to this Contract, except any change in the term pursuant to Art. 2, paragraph 2, and the cases of amendments to the documents, under Art. 11, paragraph 2, shall be made by the mutual consent in writing of the parties expressed in the form of an additional agreement to the Contract.

(4) The parties shall resolve all disputes that may arise in the implementation of this Contract amicably and in good faith, and where this turns out to be impossible – pursuant to the provisions of the Civil Procedure Code.

Art. 13. (1) The provisions of the existing legislation shall apply to any matters not provided for in this Contract.

(2) As of the time of entering into this Contract, the documents referred to in Art. 1, paragraph 3, shall be accessible for the Signatory at website (URL) <http://www.b-trust.bg> with a possibility for a printout, whereas the PROVIDER undertakes to provide such access to the Signatory for the full term of validity of this Contract.

Art. 14. With the effectiveness of this Contract, the validity of all trust service contracts concluded between the PROVIDER (including its predecessor in law BANKSERVICE AD) and the Signatory (the legal entity on behalf of which the Signatory acts), with the exception of the contracts under which there are valid qualified electronic signature certificates, shall be terminated. These contracts shall be terminated automatically with the expiry of the validity or the termination of the qualified electronic signature certificates issued under them.

Art. 15. In construing the Contract and the appendices to it, the concepts listed below shall have the following meanings:

1. **B-Trust Mobile** means a mobile application owned by BORICA AD, intended for the use of cloud qualified trust services.

2. **BORICA AD** means a company registered in the Commercial Register, maintained by the Registry Agency, under UIC 201230426 with its seat and registered office at address: 41, Tsar Boris III Blvd., Krasno Selo district, city of Sofia 1612, phone: 0700 199 10, e-mail address office@borica.bg, certified for compliance with Regulation (EU) 910/2014, providing qualified trust services, entered in the national trusted list of qualified trust service providers, kept by the Telecommunications Regulatory Commission (TRC), as part of the overall trusted list of all EU Member States. BORICA AD is an entity registered under the Law on the Value Added Tax and a personal data controller under the Law on Personal Data Protection.
3. **Electronic document** means any content stored in electronic form, in particular text or sound, visual or audio-visual recording.
4. **Qualified trust service PROVIDER** means a PROVIDER of trust services, which provides one or more qualified trust services and has been granted its qualified status by a supervisory body.
5. **CUSTOMER is a legal entity** that has entered into a contract with the PROVIDER for the use of trust services provided by the PROVIDER.
6. **Signatory** means a natural person who creates an electronic signature, as well as a natural person registered in the B-Trust Mobile application. The Signatory is a CUSTOMER within the meaning of item 5 of this Article 15, in the cases it is a party to a Contract with the PROVIDER.
7. **Fortuitous event** is a circumstance of extraordinary nature that was unforeseeable at the time of entering into the Contract, which makes the provision of the services objectively impossible.
8. **Website** is a reserved place in the World Wide Web, accessible by its uniform address (URL) using protocol HTTP, HTTPS or another standardized protocol and containing files, programmes, text, sound, picture, image or other materials and resources.
9. **Malicious acts** are actions or omissions in breach of the Internet ethics or causing damages to persons connected to Internet or any associated networks, sending of unsolicited mail (unsolicited commercial messages, spam, junk mail), flooding of communication channels, obtaining access to resources using someone else's rights and passwords, taking advantage of deficiencies in the systems for personal gain or for acquiring information (hacking), pursuing activities that may be qualified as industrial espionage or sabotage, damaging or destruction of systems or data arrays (cracking), sending of 'Trojan horses' or causing the installation of viruses or remote control systems, disruption of the normal operation of other users of Internet and the associated networks or doing any other activities that may be qualified as a crime or an administrative violation under the Bulgarian law or any other applicable law.

The Titular has signed this contract electronically and the original contract exists only as an electronic document.

APPLICATION FOR ISSUANCE OF QUALIFIED ELECTRONIC SIGNATURE

Request number:	
Date:	
Contract number:	

The Titular of the certificate for electronic signature gives the Provider consent to collect, store and process their personal data. The Titular declares to have been informed that the Provider will use them for the needs of their activity as a provider of certification, information, cryptographic and consulting services, and will process and store them in electronic and written form. Providing personal data required under the EDE TSA is mandatory. Providing any personal data outside the scope of the activities of the Provider under the EDE TSA is voluntary. The recipients to whom the data can be provided are only the Registration Authorities of B-Trust, the verifiers of the Provider and the CRC. The access to the personal data for requesting changes is carried out through the Provider or through the Registration Authorities of B-Trust at the addresses indicated on the Provider's website (www.b-trust.bg).

Certificate type:	
Period of validity:	
Public access allowed:	
Common name:	
Titular	Personal data
EGN(E)/ Personal Foreigner's Number(P)/Passport(F):	
First name in Cyrillic (Latin):	
Father's name in Cyrillic (Latin):	
Surname in Cyrillic (Latin):	
	Address/ phone number/ e-mail
Province in Cyrillic (Latin):	
City (Latin):	
Address (Latin):	
Postcode:	
Phone number:	
E-mail:	
E-mail address for correspondence:	
	Certificate data
DN (Subject) of the request:	C=BG GN= SN= CN= serialNumber= emailAddress=

Provider:
Partner/ Relying Party

Titular: