SUBSCRIBER CERTIFICATION SERVICES AGREEMENT

No ……………………..

On .... in the city of Sofia by and between:

1. INFORMATION SERVICES PLC., with registered headquarters in the city of Sofia, 2 Panayot Volov Street, listed in the Trade Registry with EIK 831641791 represented by ……………………………………………………………………........…….…………………..-……………………………………………………………………….…………….., (position) as a representative of Nikolay Nedyalkov – Chief Executive Director of hereinafter referred to as **CERTIFICATION SERVICE PROVIDER** (the **PROVIDER** in brief) on one hand,

and

2.………………………………………………………………………..………….with registered headquarters in the city of ………………………….., Municipality of …………………………………..…….., Housing estate ……………………………………, …………………………… Street, listed in the Trade Registry of the ………………………… City Court under company case No ……………………….., Tax No ……………………………, BULSTAT/EIK: ……………....................., represented by ……………………………………………………………………... (full name), Personal Identification Number……………………………. - …………………………………………… (position), ID card №…………………….., issued on………………..(date), by…………………………………….., address ………………………………… (city/town/village), Municipality…………………… , …………………………….(street, block, entrance, floor), hereinafter referred to as **SUBSCRIBER** on the other hand

Parties agree as follows:

I. SUBJECT

Art. 1. /1/ The **Provider** shall render to the **Subscriber** certification services of issuing and management of electronic certificates, hereinafter referred to as "certificate".
/2/ The type and description of services under art. 1, as well as the prices of the separate services are stated in Appendix No. 1, which is an inseparable part of the current agreement.

Art. 2. /1/ The User's Manual, featured as general provisions, bounding the parties under the current agreement, and issued by Information Services Plc., is an inseparable part of the agreement.
/2/ **The Subscriber** agrees with the provisions in the User's Manual, issued by Information Services Plc. which comes into force on the date of signing the agreement, and is available to the **Subscriber** on paper or at the following Internet address: http://www.stampit.org.

II. TERM OF AGREEMENT

Art. 3. The present agreement shall be signed for a term of 3 /three/ years, considered from the date of the certificate issuance by the **Provider**.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 4. The **Provider** has the right to demand from the **Subscriber** required data and documents related to certificate issuance, management and renewal.

Art. 5. The **Provider** is obliged:
/1/ to issue a certificate to the **Subscriber** in compliance with the certificate issuance procedures;
/2/ to publish the issued certificate so that it is available and accessible to third parties;
/3/ not to store or copy **Subscriber's** private key generation data;

/4/ to take immediate actions in relation to indicating changes, suspension, renewal and revocation of certificate validity at determination of certain grounds;

/5/ to inform the **Subscriber** about the circumstances concerning certificates validity or reliability;

/6/ to publish and update by electronic means the Certificate Revocation List of the certificates issued by the **Provider**;

/7/ not to use the data stored by them for purposes other than those related to their scope of activity. **The Provide**r has the right to disclose to third parties only the data in the certificate content.

Art. 6. The **Subscriber** is obliged:

/1/ to submit the **Provider** accurate and complete data which unequivocally identifies the titular and does not infringe third parties rights on brand names, trade marks, domain designation rights or other intellectual property rights;

/2/ to change the User PIN-code for smart card access before using the certificate for the first time if the certificate is issued on a smart card;

/3/ to inform the **Provider** for any discrepancies in the certificate content within 15 /fifteen/ days considered from the date of certificate receipt;

/4/ to protect the private key against, compromising, loss, disclosure, modification or other unauthorized usage;

/5/ to use the issued certificate only with software compatible with X.509v3 standard and other applicable standards for certificate operation;

/6/ to inform the **Provider** immediately about any changes in the data and/or the circumstances submitted prior to certificate issuance or indicated in the certificate content;

/7/ to immediately request certificate revocation at determination of certain grounds;

/8/ to use the certificate only for its designation in compliance with the limitations stipulated in the certificate, this agreement and the formal documents of the **Provider;**

/9/ to use certificates of the type StampIT Enterprise Certificate only for their own needs within the organization of the legal person of the **Subscriber**;

/10/ not to disclose data to third parties concerning the contents and the execution of the current agreement without the explicit written consent of the **Provider**;

IV. PRICES AND PAYMENT

Art. 7. /1/ Prices for certificate issuance and usage and prices for the other services offered by the **Provider** are stated in Appendix No. 1 to the current agreement.

/2/ Payment of due amounts under art. 1 shall be done via a bank transfer to the account of the **Provider** or cash prior to certificate issuance.

/3/ In case due amounts, under art. 1, are transferred via a bank transfer, the date of **Provider's** account certification is considered payment date.

/4/ The receipt cost of smart-card activation data (User PIN-code) via courier service shall be at the expense of the **Subscriber**.

V. LIMITATION OF PROVIDER'S LIABILITY

Art. 8. The **Provider** shall not be liable before the **Subscriber** for damages caused by:

1. certificate usage exceeding its operational limitations;

2. certificate issuance on the basis of incorrect data submitted by the **Subscriber**, respectively deliberately concealed data by the **Subscriber**;

3. non-execution or inaccurate execution of the security requirements specified by the **Provider**;

4. untimely certificate revocation request or non-application of certificate revocation request by the **Subscriber** when the latter comes to know that there has been an unauthorized use of the private key or there exists a risk of unauthorized private key usage.

5. inappropriate authorization of the titular of the electronic statement to hold the private key, corresponding to the public key stated in the certificate;

6. inability to execute **Provider's** obligations due to equipment breakdown or a telecommunication breakdown which is beyond **Provider's** control;

7. physical damage, blocking or other certificate, smart card or card reader damage by the **Subscriber**;

8. non-execution of **Subscriber's** obligations stipulated in the current agreement or the User's Manual.

VI. TERMINATION OF AGREEMENT

Art. 9. /1/ The present agreement shall be deemed terminated:

1. at the expiration of the certificate validity;

2. at certificate revocation if reasonable grounds available;

3. if it is determined the certificate was issued on the basis of incorrect data submitted by the **Subscriber**, respectively deliberately concealed data by the **Subscriber**;

4. at cessation of operation of **Provider's** legal person, without assignment of the certification services to another provider;

5. in the event of death or legal ban on the **Subscriber** – physical person or in the event of cessation of operation of the legal person of the **Subscriber** or exclusion of **Subscriber** from the Trade Registry;

6. if insolvency or liquidation procedure is instigated against any of the contractual parties;

7. in the event of force majeure about which the parties should duly inform each other;

8. in the event of non-execution of **Subscriber's** obligations, stipulated in the current agreement or the User's Manual;

/2/ Relevant **Subscriber's** certificate/s is/are revoked with the termination of the Agreement.

VI. GENERAL PROVISIONS

Art. 10. The certificate and the smart card shall be given by the **Provider** to **Subscriber** after the signing of Record of Acceptance and Delivery between the parties.

Art. 11. /1/ The present agreement shall be amended or changed by the parties only after the receipt of their written consent.

Art. 12. /1/ The parties shall settle all disputes concerning the execution of the current agreement in good will and mutual concessions.

/2/ If agreement proves impossible the parties shall refer the matter of dispute to the competent court in the city of Sofia, pursuant to art. 117, par. 2 of the Civil and Procedural Code.

Art. 13. /1/ For matters not settled in the current agreement the General Provisions of the User's Manual, issued by the **Provider**, shall be applied, and it is available to the **Subscriber** on paper or at the following Internet address: **http://www.stampit.org**.

/2/ For matters not settled in the User's Manual civil legislation provisions of the Republic of Bulgaria shall apply.

This contract was prepared and signed in two identical copies one for each of the parties.

Subscriber**:**   Provider**:**

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/………………………./   /………………………./

Appendix 1
P R I C E S for equipment and services offered by the Provider

Name	Amount /pc./	Single price /BGL/	Price /BGL/
1.Certificate Issuance			
Type ……………………			
2. Smart card			
3. Card reader			
4.			
Total (VAT excluded)			
VAT (20%)			
Total			

Subscriber**:**   Provider**:**
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/…………………………./   /…………………………./