AGREEMENT No. ....
Trust Services Agreement with the Subject

concluded on …*(date)…* in …*(city)…* by and between:

Polska Wytwórnia Papierów Wartościowych S.A., with it's registered office in Warsaw, ul. Romana Sanguszki 1, 00-222, entered into the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division, under KRS (National Court Register) number 62594, Tax Identification Number NIP 525-000-10-90, share capital PLN 130,650,380, paid-up capital PLN 130,650,380,

represented by …*(full name)*, Registration Officer

providing certification services under the name 'Centrum Usług Zaufania Sigillum' (Sigillum Trust Services Centre), hereinafter referred to as '**CUZ Sigillum**'

and …*(full name of the Subject)…*, document No.: …*(document number – ID card or passport)…*

hereinafter referred to as the 'Subject',

§1. Subject of Agreement

Under this Agreement, CUZ Sigillum shall provide for the Subject, subject to fulfilment of the requirements of this Agreement and the relevant Policies available at https://sigillum.pl, Certification Services specified by the Subject in an order placed at https://sklep.sigillum.pl, hereinafter referred to as the 'Order'.

§2. Subject's representations

The Subject represents that:

1) he or she has read the conditions for the provision of the Certification Services by CUZ Sigillum in the chosen area, including the conditions for obtaining and using the Certification Services, and is aware of the legal effects of affixing a Qualified Electronic Signature verified using a valid Qualified Certificate;
2) he or she has read the relevant Policies and accepts all their provisions;
3) he or she has provided complete and accurate personal data in the Order;

§3. Obligations related to the provision of the Certification Services

CUZ Sigillum's obligations:

1) providing the Certification Services on the terms set out in this Agreement;
2) operating in a reliable manner, without breaching the Act of 5 September 2016 on trust services and electronic identification (Journal of Laws 2020, item 1173), hereinafter referred to as the 'Act', and its implementing acts in the area governed by this Agreement, in accordance with the applicable Policy.

Subject's obligations related to the use of the Certification Services:

1) complying with this Agreement and the relevant Policies;
2) using each Certificate issued by CUZ Sigillum on the terms set out in this Agreement;
3) bearing charges for the provision of the Certification Services, in accordance with §6 of this Agreement.

§4. Certificates

1) The Certificates shall be issued at the request of the Subject unless CUZ Sigillum has concluded with the Subscriber the Certification Services Agreement with the Subscriber covering the issuance of Certificates for the Subject.
2) The Certificates shall be issued together with technical components at a Registration Point run by a Partner or by CUZ Sigillum, at the time and place specified by the Partner or by CUZ Sigillum or sent to the address specified in the Subject's form.

The Parties mutually agree that:

1) the Certificates shall be valid for the period specified therein;
2) the Certificates may be suspended or revoked before the end of the validity period referred to in point 1;
3) the Certificates issued shall be compliant with the relevant Certificate Profile set out in the relevant Policies;
4) if CUZ Sigillum has concluded with the Subscriber the Certification Services Agreement with the Subscriber covering the issuance of a Certificate for the Subject, then the data of the Subscriber shall be provided in the Certificate next to the data of the Subject at the request of the Subscriber;
5) in the case referred to in point 4, the Subscriber shall be informed by CUZ Sigillum that the Certificate containing the data of the Subscriber has been issued and may request that the Certificate be revoked. The Subject shall not be entitled to claim any compensation from CUZ Sigillum if the Certificate is revoked upon such request by the Subscriber.

Subject's obligations:

1) the Subject shall bear charges in accordance with §6 of this Agreement;
2) if the Subject does not receive a Certificate within 14 days from the date of signing of this Agreement, he or she shall notify CUZ Sigillum accordingly by calling **+48 (prefix) 22 464-79-79;**
3) the Subject shall immediately notify CUZ Sigillum of any change in data related to the Subject or the Subscriber in a Certificate so that the Certificate is revoked and a new one containing accurate data is issued at the cost of the Subject or the Subscriber;
4) whenever the Subject receives a Certificate, he or she shall immediately check whether the data included therein are accurate. The Subject shall immediately notify CUZ Sigillum of any irregularities in the data related to the Subject and/or the Subscriber in the Certificate so that the Certificate is revoked and a new one containing accurate data is generated. The correctness of the Certificate shall be checked before the Private Key associated with the Certificate concerned is used for the first time, but not later than 14 days after the date of its receipt. After the end of the 14-day deadline, the Subject may lodge a complaint at a registration point run by a Partner or CUZ Sigillum, or to the e-mail address indicated in §9(1) of this Agreement;
5) the Subject undertakes to acknowledge the receipt of a data storage device associated with the Certificate in a way specified by CUZ Sigillum or the Partner;
6) for non-qualified Certificates sent as pkcs#12 files, the Subject shall change the password of the file protecting the Certificate no later than 1 day before the start of the Certificate's validity period;
7) for qualified certificates, private keys shall be stored on a QSCD (qualified device).

§5. CUZ Sigillum's liability

1) CUZ Sigillum shall be liable towards the Subject, and towards the Subscriber if the Certification Services Agreement with the Subscriber covering the issuance of a Qualified Certificate has been concluded, for

any damage caused by non-performance or inadequate performance of its obligations related to the Certification Services provided under this Agreement, unless the non-performance or inadequate performance of these obligations is due to circumstances for which CUZ Sigillum is not responsible and which could not have been avoided even if due care had been exercised.

2) CUZ Sigillum shall be liable towards the Subject, and towards the Subscriber if the Certification Services Agreement with the Subscriber covering the provision of the Certification Services excluding the issuance of a Qualified Certificate has been concluded, for any damage caused by non-performance or inadequate performance of its obligations related to the Certification Services provided under this Agreement, unless the non-performance or inadequate performance of these obligations is due to circumstances for which CUZ Sigillum is not responsible and which could not have been avoided even if due care had been exercised. In such a case, CUZ Sigillum's liability for damages shall be limited to the amount of the guaranteed sum specified in the relevant Policy.

3) CUZ Sigillum shall not be liable towards the Subject and the Subscriber for any damage due to reasons other than non-performance or inadequate performance of obligations by CUZ Sigillum or authorised entities acting on its behalf. In particular, CUZ Sigillum shall not be liable for:

1. hardware environment and system software installed on the Subject's computer;
2. the consequences of the incorrect use of the Private Key by the Subject;
3. the consequences of the use of the Subject's Private Key by an unauthorised person;
4. the consequences of the loss of security of the cryptographic algorithms used by CUZ Sigillum, unless CUZ Sigillum does not use these algorithms in compliance with the Policy or applicable laws;
5. the consequences of disclosure of the following information by the Subject to third parties: PIN codes, file access security measures associated with the Certificate, the Private Key;
6. the consequences of a declaration of will made by the Subject using the Certificate containing errors or omissions due to reasons attributable to the Subject;
7. towards the recipients of the Certification Services for damage resulting from Certificate use exceeding the scope specified in the relevant Policies, including in particular damage resulting from exceeding the highest transaction limit value if it was specified in the Order.

4) With regard to the provision of the Certification Services, CUZ Sigillum shall operate through Registration Points, hereinafter referred to as the 'Partners', for the acts or omissions of which it shall be liable as for its own acts or omissions. A list of CUZ Sigillum's Partners is available at https://sigillum.pl.

§6. Charges

1) The Subject shall pay to CUZ Sigillum or a Partner charges for the provision of the Certification Services specified in this Agreement and for technical components associated with the Certification Services, in accordance with the applicable Price List, to the account number specified by CUZ Sigillum or the Partner before the Certification Services begin to be provided and the technical components are handed over, subject to paragraph 4.

2) The Subject shall present proof of payment of the charge referred to in paragraph 1 at the latest at the time of signature of this Agreement, subject to paragraph 4.

3) CUZ Sigillum or the Partner shall issue an invoice for the technical components and the Certification Services associated with these components, referred to in paragraph 1, subject to paragraph 4, and send it to the address specified in this Agreement.

4) The Subject shall not pay the charges referred to in paragraph 1 if CUZ Sigillum has concluded with the Subscriber the Certification Services Agreement with the Subscriber. In such a case, the charges for the provision of the Certification Services to the Subject shall be borne by the Subscriber, in accordance with the applicable Price List

5) In the case of changing IT security and cryptographic security requirements, technological developments or changing laws, if a new

certificate cannot be uploaded/the existing certificate cannot be renewed on the card, then the cryptographic card shall have to be replaced. The cost of the replacement shall be borne by the Subscriber, in accordance with the applicable Price List.

6) If the payment for a certificate or components is not made within the deadline, CUZ Sigillum may suspend the certificate for 7 days and subsequently revoke it.

§7. Changes in Policies

1) CUZ Sigillum reserves the right to introduce new versions of Policies on the provision of the certification services. The new Policy versions shall be published in CUZ Sigillum's Repository available at https://sigillum.pl.

2) The new Policy versions shall enter into force on the date of their publication in the Repository and shall apply to the Certificates issued after that date.

3) In cases justified by security requirements for information protected using the Certificates issued to date, CUZ Sigillum may decide that the new versions of Policies will apply also to the Certificates issued before the entry into force of the new Policy versions.

4) If new Policy versions applicable also to the Certificates issued before the entry into force of these new versions are introduced, CUZ Sigillum shall immediately notify the Subject by electronic means or in writing of the introduction of the new Policy versions. If the Certification Services Agreement with the Subscriber has been concluded, CUZ Sigillum shall also notify the Subscriber of the introduction of the new Policy versions.

5) If the Subject does not express reservations about the new Policy versions within 30 days after being notified as described in paragraph 4, it shall be assumed that he or she has read them, accepts them and undertakes to comply with their provisions. If the Certification Services Agreement with the Subscriber has been concluded, the Subscriber shall have the right to express reservations about the new Policy versions and accept them.

6) If the Subject does not accept the new Policy versions, he or she may terminate this Agreement by submitting a written notice of termination containing his or her declaration of will.

§8. Processing of personal data

1) PWPW S.A. shall process the personal data of the Subjects with the highest diligence and in compliance with all the rules and requirements arising from applicable personal data protection laws, and in particular 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 95/46/EC (Regulation 2016/679).

§9. Principles of communication

1) **In matters related to the performance of this Agreement and complaints, the Subscriber shall contact CUZ Sigillum at the following address:**

Polska Wytwórnia Papierów Wartościowych S.A.

00-222 Warsaw ul. Sanguszki 1

e-mail: sigillum@pwpw.pl, phone +48 (prefix) 22 464-79-79

2) **In matters related to the suspension, revocation of suspension and revocation of a Certificate, the Subject shall write to the following e-mail address:**

dyspozycja_certyfikat@pwpw.pl

or call the following phone number:

+48 (0) 801 64 00 33

The charge for each commenced minute of the call as for one pulse, regardless of the place in the Republic of Poland from which the call is made, shall be consistent with the rates of the local operator.

§10. Entry into force and termination of this Agreement

1) This Agreement shall enter into force on the date of its signing and shall remain in effect for the period when the Certification Services are provided.

2) This Agreement shall be terminated if a Certificate is revoked.

3) CUZ Sigillum may terminate this Agreement without notice if a Certificate is revoked in the cases referred to in the Act of 5 September 2016 on trust services and electronic identification (Journal of Laws 2020, item 1173).

4) If CUZ Sigillum initiates a procedure for terminating its activities, the Subject/Subscriber shall be informed that all the data collected during the processing and issuing of the certificate have been transferred to another Trust Centre or an Entity supervising Trust Services, pursuant to Article 20(1) of the Act of 5 September 2016 on trust services and electronic identification (Journal of Laws 2020, item 1173).

§11. Final provisions

1) If a provision of this Agreement is contrary to applicable laws or is declared invalid or ineffective by a competent court, that provision shall be amended accordingly so as to accurately reflect the intent of the Parties. The other provisions of this Agreement shall remain in force.

2) The Parties undertake to make every effort to resolve disputes arising in connection with the performance of this Agreement or from its provisions, in particular disputes concerning the conclusion, validity or termination of this Agreement, or payments, amicably by direct negotiation. If a dispute cannot be resolved amicably, it shall be settled by a competent court having jurisdiction over the registered office of CUZ Sigillum.

3) No amendments to this Agreement shall be valid unless made in writing.

4) This Agreement has been made in two counterparts, one for CUZ Sigillum and one for the Subject.

5) This Agreement may be signed by the Subject using a valid Qualified Certificate issued by CUZ Sigillum. In such a case, the person representing CUZ Sigillum shall also sign this Agreement using a valid Qualified Certificate.

6) Any terms used in this Agreement which give rise to doubts shall be interpreted in accordance with the definitions laid down in the relevant Policy and/or the Act and implementing acts thereto.

Appendices:

1) Appendix 1 Information on the conditions for obtaining and using digital certificates
2) Appendix 2 Report on the contents of the certificate
3) Appendix 3 Components hand-over report

CUZ Sigillum:

....
Full name (legibly)

Subject:

....
Full name (legibly)

INFORMATION ON THE CONDITIONS FOR OBTAINING AND USING CERTIFICATES

1) Centrum Usług Zaufania Sigillum has been entered under No. 3 into the register of qualified entities providing certification services and under No. 5 into the register of entities providing time stamping services. As a result, CUZ Sigillum may issue qualified certificates and provide certification services, including time stamping services. CUZ Sigillum also issues non-qualified certificates.

2) CUZ Sigillum issues and processes certificates under Regulation (EU) No 910/2014 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, the Act of 5 September 2016 on trust services and electronic identification (Journal of Laws 2020, item 1173) and implementing acts thereto, as well as CUZ Sigillum's policies and rules.

3) CUZ Sigillum's certificates shall not be used for unlawful activities. Certificates may be revoked in the case of activities incompliant with a policy or rules. CUZ Sigillum shall be liable for activities involving the use of certificates up to the limit of the highest transaction limit value.

4) A qualified electronic signature verified using a qualified certificate shall produce legal effects provided by law if it was affixed during the validity period of this certificate. A qualified electronic signature affixed during a period when the qualified certificate used for its verification is suspended shall produce legal effects from the time when this suspension is revoked.

5) Data in electronic form bearing a qualified electronic signature verified using a valid qualified certificate shall have the same legal effects as documents bearing handwritten signatures, unless provided otherwise elsewhere.

6) A qualified electronic signature verified using a valid qualified certificate shall ensure the integrity of data bearing this signature and clearly identify the qualified certificate, in such a way that all changes in this data and changes in the identification of the qualified certificate used to verify this signature, made after the signature is affixed, are recognisable.

7) A secure electronic signature verified using a valid qualified certificate shall constitute proof that the signature was affixed by the person specified in this certificate as affixing the electronic signature.

8) Point 7 shall not apply to a certificate after the end of its validity period or from the date of its revocation and during the period of suspension, unless it is proven that the signature was affixed before the end of the validity period of the certificate, or before it was revoked or suspended.

9) It shall not be claimed that an electronic signature verified using a valid qualified certificate was not affixed by means of qualified devices and data subject to exclusive control of the person affixing the electronic signature.

10) An electronic signature may be time-stamped.

11) Time stamping by a qualified entity providing certification services shall produce, in particular, the legal effects of a certified date within the meaning of the Civil Code.

12) An electronic signature time-stamped by a qualified entity providing certification services shall be deemed to have been affixed no later than at the time when this service is provided. This presumption shall apply until the date of expiry of the certification document used to verify this time stamp. Extension of the presumption shall require another time stamping of the electronic signature together with the data used for the previous verification by the qualified entity providing this service.

13) An electronic signature shall not be deemed invalid and ineffective merely on the grounds that it exists in electronic form or that the data used to verify the signature do not have a qualified certificate, or that it was not affixed using a secure device used to make electronic signatures.

14) If a certificate which is not a qualified certificate is issued, information shall be provided that an electronic signature verified using this certificate does not produce legal effects equivalent to a handwritten signature.

15) Complaints about the operation of Registration Points and the operation of CUZ Sigillum shall be handled by the CUZ Sigillum Manager, e-mail: kierownik@sigillum.pl

REPRESENTATIONS AND SIGNATURES

1) The Subject represents that he or she has read the information on the conditions for obtaining and using CUZ Sigillum's certificates.

2) The data required to issue a certificate have been checked and verified on the basis of appropriate documents.

Subject:

_____
Date and Signature

REPRESENTATIONS AND SIGNATURES

I am aware of criminal liability for providing false data or making false declarations resulting from the Act of 6 June 1997 – Criminal Code (Journal of Laws 2020, item 1444).

Subject:

_____
Date and Signature