



**FRAMEWORK AGREEMENT No. ....**  
**Trust Services Agreement with the Subscriber**

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

**Polska Wytwórnia Papierów Wartościowych S.A.**, with its 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, 12<sup>th</sup> Commercial Division, under KRS (National Court Register) number 000062594, 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 ...*(name of the company)*..., ...*(address of the company)*..., Tax Identification Number ...*(number)*...

**hereinafter referred to as the 'Subscriber'**,

represented by: ...*(full name and document number – ID card or passport)*...

**§1. Subject of Agreement**

Under this Agreement, CUZ Sigillum shall provide for the Subscriber and the Subject(s) specified by the Subscriber, subject to fulfilment of the requirements of this Agreement and the relevant Policies available at <https://sigillum.pl>, Certification Services specified by the Subscriber when placing an order at <https://sklep.sigillum.pl>, hereinafter referred to as the 'Order'.

**§2. Subscriber's representations**

**The Subscriber represents that:**

- 1) it 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;
- 2) it has read the relevant Policies and accepts all their provisions;
- 3) it has provided complete and accurate data in the Order;

**The Subscriber represents that it has been informed:**

- 1) in writing about the conditions for obtaining and using the Certificates;
- 2) about the scope of the Certificates and any restrictions on their use, and about the methods of handling complaints and disputes;
- 3) about the legal effects of affixing a Qualified Electronic Signature verified using a valid Qualified Certificate; affixing a Qualified Electronic Seal verified using a valid Qualified Certificate and other services offered by CUZ Sigillum.

**§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) maintaining the operational infrastructure of the PKI system in the areas specified in the relevant Policies;
- 3) 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 Policies;

**Subscriber obligations:**

- 1) complying with this Agreement and the relevant Policies;
- 2) submitting a correctly completed Order to CUZ Sigillum including correct data necessary to issue an invoice;
- 3) bearing charges for the provision of the Certification Services, in accordance with the applicable Price List;
- 4) requiring the Subjects specified in the Order to conclude with CUZ Sigillum the Certification Services Agreement with the Subject;
- 5) Subscriber is responsible for correctly indicating the persons to whom a certificate from a given company will be issued and it is the Subscriber who is responsible for any damages related thereto.

**§4. Certificates**

- 1) The Certificates shall be issued at the request of the Subscriber. The details of each Certificate shall be provided on the basis of a correctly completed Order.
- 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.
- 3) 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. CUZ Sigillum shall suspend the Certificates, revoke suspension and revoke the Certificates in cases specified in the Act, this Agreement and the relevant Policy;
  3. the Certificates issued shall be compliant with the relevant Certificate Profile referred to 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 Subjects, 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. 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.

**Subscriber's obligations related to the use of the Certificates:**

- 1) the Subscriber shall immediately notify CUZ Sigillum of any change in data related to the Subscriber or the Subjects in a Certificate so that the Certificate is revoked and a new one containing up-to-date data is issued. If the Certification Services Agreement with the Subject has been concluded, then the Subscriber shall notify the Subject whenever a change is reported;
- 2) whenever the Subject receives a Certificate assigned to the agreement with the Subscriber, the Subscriber shall ensure that the accuracy of the data included therein is immediately checked. The Subscriber shall immediately notify CUZ Sigillum of any irregularities in the data related to the Subject 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 §8(1) of this Agreement.

**§5. CUZ Sigillum's liability**

- 1) CUZ Sigillum shall be liable towards the Subscriber, and towards the Subject if the Certification Services Agreement with the Subjects 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 Subscriber, and towards the Subject if the Certification Services Agreement with the Subject 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 Subscriber and the Subject for any damage due to reasons other than non-performance or inadequate performance of obligations by CUZ Sigillum or authorized 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/User
3. the consequences of use Private Key issued by CUZ Sigillum by an unauthorized 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 and Rules, 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 Subscriber 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.
- 2) CUZ Sigillum or the Partner shall issue to the Subscriber an invoice for the provision of the Certification Services and for technical components associated with the Certification Services offered by CUZ Sigillum, subject to paragraph 5, and send it to the address indicated in this Agreement. The invoice shall be payable within 21 days from the date of receipt.
- 3) The Subscriber undertakes to pay the charge within 21 days from the date of receipt of the invoice, to the account number specified in the invoice. If the above deadline is exceeded, CUZ Sigillum or the Partner shall request the Subscriber to make the payment and may charge statutory default interest.
- 4) If the Subscriber does not pay the charge within 14 days from the date of receipt of the request for payment, CUZ Sigillum or the Partner may unilaterally terminate this Agreement without notice. In such a situation, CUZ Sigillum or the Partner shall retain the right to claim the charge for the Certification Services provided from the Subscriber, together with statutory default interest. If the payment is not made within the above deadline, CUZ Sigillum may suspend the certificates covered by the Order for 7 days and subsequently revoke them.

5) If an agreement longer than 1 month from the date of signature by the parties is performed, CUZ Sigillum or the Partner shall issue to the Subscriber partial invoices for the services that have already been provided.

6) 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.

7) In connection with art. 4c of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (i.e. the Journal of Laws of 2019, item 118 as amended) PWPW S.A. (or another definition of the Company under a given agreement, e.g. Subscriber) declares that it has the status of a large entrepreneur within the meaning of art. 4 point 6 of the Act.

#### **§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 Subscriber by electronic means or in writing of the introduction of the new Policy versions. If the Certification Services Agreement with the Subject has been concluded, CUZ Sigillum shall also notify the Subject of the introduction of the new Policy versions.
- 5) If the Subscriber 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 it has read them, accepts them and undertakes to comply with their provisions.
- 6) If the Subscriber does not accept the new Policy versions, it may terminate this Agreement by submitting a written notice of termination containing its declaration of will.

#### **§8. Personal data**

- 1) PWPW S.A. acknowledges that it may acquire and process the personal data of the Subject's under this Agreement and as part of activities carried out hereunder.
- 2) The Subscriber shall make the personal data of the Subjects available to PWPW S.A. in accordance with 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, hereinafter referred to as 'Regulation 2016/679'.
- 3) As the collector within the meaning of Regulation 2016/679, PWPW S.A. shall be responsible for the processing of the personal data made available in accordance with applicable personal data protection laws, in particular the above Regulation 2016/679.
- 4) Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, PWPW S.A. shall implement appropriate technical and organizational measures to ensure that the personal data made available are processed in accordance with Regulation 2016/679. These measures shall be reviewed and updated.

#### **§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. Sanguski 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 Subscriber and/or 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)** Upon termination of this Agreement, the Certification Services shall no longer be provided to the Subject's specified by the Subscriber in the Order.
- 3)** 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 additions or 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 Subscriber.
- 5)** This Agreement may be signed by the Subscriber using a valid Qualified Sign Certificate issued by CUZ Sigillum. In such a case, the person representing CUZ Sigillum shall also sign this Agreement using a valid Qualified Sign Certificate issued by CUZ Sigillum.
- 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**

**CUZ Sigillum:****Subscriber:**.....  
Full name (legibly).....  
Full name (legibly)

<b>INFORMATION ON THE CONDITIONS FOR OBTAINING AND USING DIGITAL CERTIFICATES</b>	
<b>1)</b>	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.
<b>2)</b>	CUZ Sigillum issues and processes digital certificates under 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.
<b>3)</b>	CUZ Sigillum's certificates shall not be used for unlawful activities. Digital 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 transaction value.
<b>4)</b>	A qualified electronic signature verified using a qualified sign 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 sign certificate used for its verification is suspended shall produce legal effects from the time when this suspension is revoked.
<b>5)</b>	Electronic seal means data in electronic form, which is attached to or logically associated with other data in electronic form to ensure the latter's origin and integrity.
<b>6)</b>	Qualified electronic seal means an advanced electronic seal, which is created by a qualified electronic seal creation device, and that is based on a qualified certificate for electronic seal.
<b>7)</b>	Electronic seal may not be denied legal effect or admissibility as evidence in legal proceedings solely because the seal is electronic or does not meet the requirements for qualified electronic seals.
<b>8)</b>	A qualified electronic seal uses presumption of data integrity and the authenticity of the origin of the data with which the qualified electronic seal is associated.
<b>9)</b>	A qualified electronic seal based on a qualified certificate issued in one Member State of the European Union is recognized as a qualified electronic seal in all other Member States of the European Union
<b>10)</b>	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.
<b>11)</b>	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 recognizable.
<b>12)</b>	A qualified 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.
<b>13)</b>	Point 12 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.
<b>14)</b>	It shall not be claimed that an electronic signature verified using a valid qualified certificate was not affixed by means of secure devices and data subject to exclusive control of the person affixing the electronic signature.
<b>15)</b>	An electronic signature may be time-stamped.
<b>16)</b>	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.
<b>17)</b>	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.
<b>18)</b>	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 qualified device used to make electronic signatures.
<b>19)</b>	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.
<b>20)</b>	Complaints about the operation of Registration Points and the operation of CUZ Sigillum shall be handled by the CUZ Sigillum Manager, e-mail: <a href="mailto:Kierownik@sigillum.pl">Kierownik@sigillum.pl</a>

<b>REPRESENTATIONS AND SIGNATURES</b>	
<p><b>1)</b> I hereby represent that, acting as the Subscriber for the purchase of CUZ Sigillum's certificates, I agree to have the data of the Subscriber included in the Subjects certificates.</p> <p><b>2)</b> The Subscriber represents that it has read the information on the conditions for obtaining and using certificates offered by CUZ Sigillum.</p> <p><b>3)</b> The data identifying me as the Subscriber are accurate.</p> <p><b>4)</b> I hereby represent that, acting as the Subscriber for the purchase of CUZ Sigillum's certificates, I made the personal data of the Subjects available to CUZ Sigillum in the Certification Services Agreement.</p> <p><b>5)</b> As the controller, within the meaning of Regulation 2016/679, of the personal data made available by the Subscriber, PWPW S.A. represents that:</p> <ol style="list-style-type: none"> <li>1. It will process the personal data made available to it in accordance with this Agreement, Regulation 2016/679, and other generally applicable laws that protect the rights of data subjects.</li> <li>2. It applies security measures compliant with Regulation 2016/679.</li> <li>3. It will apply appropriate technical and organizational measures to ensure a level of security appropriate to the risk associated with personal data processing referred to in Article 32 of Regulation 2016/679 when processing the personal data made available in order to secure these data.</li> </ol>	
<p><b>Authorized representative of the Subscriber:</b></p>  <p>_____</p> <p style="text-align: center;">Signature</p>  <p>_____</p> <p style="text-align: center;">Full name (legibly)</p>	<p><b>Authorized representative of the Subscriber:</b></p>  <p>_____</p> <p style="text-align: center;">Signature</p>  <p>_____</p> <p style="text-align: center;">Full name (legibly)</p>