



БЪЛГАРСКА  
НАРОДНА БАНКА

№ БНБ-НМБС, 01.01.2015

ДОГОВОР СОФИЯ, ПЛ. „Княз Александър I“ №1 CONTRACT

ЗА

ON

ОСИГУРЯВАНЕ НА ДОСТЪП ДО ЕЛЕКТРОННО  
СЪДЪРЖАНИЕ

PROVIDING ACCESS TO  
ELECTRONIC CONTENT

НА ОНЛАЙН БАЗА ДАННИ

OF AN ONLINE DATABASE

Днес, ... .. 2015 г. , в гр. София, между:

Today, ... .. 2015, in the city of Sofia,  
between:

БЪЛГАРСКАТА НАРОДНА БАНКА, със  
седалище и адрес на управление: гр. София 1000,  
пл. „Княз Александър I“ № 1, код по БУЛСТАТ:  
000694037, представлявана от ПЕТКО КРЪСТЕВ  
– главен секретар, и СНЕЖАНКА ДЕЯНОВА –  
главен счетоводител, от една страна,

The BULGARIAN NATIONAL BANK,  
with its seat and registered office at: 1, ‘Knyaz  
Alexander I’ Square, Sofia 1000, BULSTAT code  
000694037, represented by Mr. PETKO KRASTEV,  
General Secretary, and Ms. SNEZHANKA  
DEYANOVA, Chief Accountant, on the one side,

наричана по-нататък в договора за краткост  
ВЪЗЛОЖИТЕЛ,

hereinafter referred to as the  
CONTRACTING AUTHORITY

и

and

“BUREAU VAN DIJK EDITIONS  
ELECTRONIQUES” S.A., със седалище и адрес  
на управление: Rue Du-Roveray 12, 1207 Geneve,  
Switzerland, ЕИК: CHE-101.976.861,  
представявано от Mr. RUDOLF CEVELA –  
надлежно упълномощен с пълномощно,  
нотариално заверено 24.03.2015 г., от друга  
страна,

“BUREAU VAN DIJK EDITIONS  
ELECTRONIQUES” S.A. with its seat and  
registered office at: Rue Du-Roveray 12, 1207  
Geneve, Switzerland, UIC: CHE-101.976.861,  
represented by Mr. RUDOLF CEVELA, duly  
authorized with attorney notarized 24.03.2015, on  
the other side,

наричано по-нататък в договора за краткост  
ИЗПЪЛНИТЕЛ,

hereinafter referred to as the SUPPLIER,

на основание чл. 14, ал. 4, т. 2 от Закона за  
обществените поръчки (ЗОП) и глава осма „а” –  
„Възлагане на обществени поръчки чрез публична  
покана” от ЗОП, и във връзка с Протокол от ... ..  
2015 г., утвърден от Главния секретар на БНБ, за  
разглеждане и оценка на офертите, се сключи  
настоящият договор за следното:

pursuant to Art. 14, para. 4, item 2, of the  
Public Procurement Law (PPL) and Chapter Eight  
“A” – ‘Award of Public Procurement by Public Call  
for Tenders’ and under a Protocol of .....  
2015 of the General Secretary of the BNB for  
consideration and grading of tenders, this Contract  
was concluded about the following:

I. ПРЕДМЕТ НА ДОГОВОРА

I. SUBJECT OF CONTRACT

Чл. 1. (1) ВЪЗЛОЖИТЕЛЯТ възлага, а  
ИЗПЪЛНИТЕЛЯТ се задължава да осигурява  
онлайн достъп до електронната база данни  
AMADEUS, предлагаща финансова информация за  
публични и частни компании в Централна и  
Източна Европа. Базата данни разпространява  
ежеседмично актуализиран масив от информация в  
електронен формат във вид на новини, данни,  
факти и пазарни проучвания в детайли, касаещи  
дейността на публични и частни компании на

Art. 1. (1) The CONTRACTING  
AUTHORITY assigns, and the SUPPLIER  
undertakes to provide online access to the electronic  
database AMADEUS, providing financial  
information of public and private companies in  
Central and Eastern Europe. The database  
disseminates a weekly updated data array in  
electronic format in the form of news, data, facts and  
marketing surveys in detail, relating to the activities  
of public and private companies in the territory of

BNB

Заличаванията в  
този договор и  
приложенията към  
него са извършени  
на основание чл. 2,  
ал. 1 от Закона за  
защита на личните  
данни

територията на Централна и Източна Европа.

(2) ИЗПЪЛНИТЕЛЯТ като разпространител на база данни AMADEUS се задължава да извършва следните дейности:

1. да предоставя цялата основна и допълнителна информация за активностите на включените в обхвата фирми, която да послужи като база за последващи икономически изследвания и прогнози;

2. да осигури необходимия софтуер за извличане на данни и анализи с предоставяне на новите му версии, разработени през периода на действие на договора;

3. да поддържа help desk, реагиращ своевременно на промени, въпроси и проблеми, свързани с достъпа и съдържанието на база данни AMADEUS;

4. да осигури пълно обучение на потребителите, за работа с база данни AMADEUS.

## II. ЦЕНА И НАЧИН НА ПЛАЩАНЕ

Чл. 2. (1) Годишната абонаментна такса за достъп до електронно съдържание на онлайн база данни AMADEUS, предмет на договора, е в размер на 17 100 (седемнадесет хиляди и сто евро) евро, без ДДС. В цената са включени всички разходи, направени от ИЗПЪЛНИТЕЛЯ по изпълнение на поръчката, като за тази цена много потребители могат да използват продукта, но само двама – по едно и също време.

(2) Посочената в офертата на ИЗПЪЛНИТЕЛЯ цена не може да бъде променяна за срока на действие на настоящия договор, освен в случаите, когато промяната е в полза на ВЪЗЛОЖИТЕЛЯ.

(3) ВЪЗЛОЖИТЕЛЯТ заплаща цената по ал. 1 на една вноска. Плащането се извършва в рамките на 60 (шестдесет) работни дни след получаването на фактурата, издадена от страна на ИЗПЪЛНИТЕЛЯ.

(4) Дължимото плащане по настоящия договор се извършва от ВЪЗЛОЖИТЕЛЯ с преводно нареждане в евро по следната банкова сметка на ИЗПЪЛНИТЕЛЯ:

IBAN

BIC: C

банка

Central and Eastern Europe.

(2) The SUPPLIER, as a distributor of the AMADEUS database, undertakes to perform the following activities:

1. to provide all the basic and additional information about the activities of the companies within the scope of information, which shall be used as a basis for subsequent economic research and projections;

2. to provide the necessary data retrieval and analysis software, also providing its new updates developed during the term of validity of this Contract;

3. to support a help desk responding in a timely manner to any changes, questions and problems in relation to the access and content of the AMADEUS database;

4. to provide full users' training for work with the AMADEUS database;

## II. PRICE AND MANNER OF PAYMENT

Art. 2. (1) The annual subscription fee for access to the electronic content of the AMADEUS online database, subject of this Contract, shall be EUR 17 100 (seventeen thousand one hundred euro), VAT excluded. The price shall include all costs incurred by the SUPPLIER in the performance of the order, and for this price multiple users may use the product, but only two simultaneously.

(2) The price quoted in the SUPPLIER's tender may not be changed throughout the term of validity of this Contract, except in the cases where the change is in favour of the CONTRACTING AUTHORITY.

(3) The CONTRACTING AUTHORITY shall pay the price under para. 1 in one installment. The CONTRACTING AUTHORITY shall effect the payment within 60 (sixty) business days after receipt of an invoice issued by the SUPPLIER.

(4) The payment due under this Contract shall be effected by the CONTRACTING AUTHORITY by a fund transfer in euro into the following bank account of the SUPPLIER:

IBAN: CH37 0483 5012 8395 5200 8;

BIC: CRESCHZZ80A;

Bank: Credit Suisse Financial Services;

city/branch/office: Switzerland, Geneve 70,

град/клон/офис: Switzerland, Geneve 70,  
1201, Quai des Bergues, CP 500.

1201, Quai des Bergues, CP 500.

(5) Общата стойност на плащането по настоящия договор, не може да надхвърля сумата от 35 000 (тридесет и пет хиляди) лева без ДДС, за целия срок на договора.

(5) The total value of the payment under this Contract can not exceed the amount of 35,000 (thirty five thousand) BGN VAT excluding for the whole Contract duration.

### III. СРОК НА ДОГОВОРА

### III. CONTRACT TERM

Чл. 3. Настоящият договор се сключва за срок от 1 (една) година и влиза в сила, считано от 01.04.2015 г.

Art. 3. This Contract is entered into for a term of 1 (one) year and shall come into effect considered from 1 April 2015.

### IV. ПРАВА И ЗАДЪЛЖЕНИЯ НА ИЗПЪЛНИТЕЛЯ

### IV. SUPPLIER'S RIGHTS AND OBLIGATIONS

Чл. 4. ИЗПЪЛНИТЕЛЯТ има право да получи уговорената цена по чл. 2, ал. 1 от договора, в размера и при условията на настоящия договор.

Art. 4. The SUPPLIER shall have the right to receive the agreed price under Art. 2, para. 1, of the Contract in the amount and under the terms and conditions of this Contract.

Чл. 5. Всички авторски права и други права на интелектуална собственост върху информацията, софтуера и другите данни, съставляващи съдържанието на база данни AMADEUS, остават собственост на авторите, и/или разпространителите на базата данни, в случая на ИЗПЪЛНИТЕЛЯ.

Art. 5. All copyrights and other intellectual property rights in the information, software and other data comprising the content of the AMADEUS database shall remain vested in the authors and/or the distributors of the database, in this particular case – in the SUPPLIER,

Чл. 6. ИЗПЪЛНИТЕЛЯТ се задължава:

Art. 6. The SUPPLIER undertakes:

1. да осигури достъп до електронното съдържание на база данни AMADEUS чрез предоставяне на електронен адрес, активен акаунт на името на ВЪЗЛОЖИТЕЛЯ, парола за достъп на двама потребители по едно и също време, и интерактивен работещ интерфейс за четене, сваляне и разпечатване на информация за дейността на частни и публични компании от Централна и Източна Европа;

1. to provide access to the electronic content of the AMADEUS database by providing an electronic address, active account in the name of the CONTRACTING AUTHORITY, an access password for two simultaneous users and interactive operating interface for reading, retrieving and printing of information about the activities of private and public companies from Central and Eastern Europe;

2. да актуализира данните в базата всяка седмица на основата на дейността на фирмите, включени в AMADEUS и да ги предоставя за ползване на ВЪЗЛОЖИТЕЛЯ като база за последващи специализирани анализи и прогнози;

2. to update the data in the database on a weekly basis in accordance with the activities of the companies included in AMADEUS and to provide them to the CONTRACTING AUTHORITY for use as a basis for further specialised analyses and projections;

3. да предостави непрекъснатост на достъпа до специализираното електронно съдържание за срока по чл. 3 на договора;

3. to provide continuity of access to the specialised electronic content for the term under Art. 3 of the Contract.

4. да осигури необходимия с гаранция за качество софтуер за извличане на данни и анализи, и да предоставя на ВЪЗЛОЖИТЕЛЯ всички нови

4. to provide the necessary quality-guaranteed software for data retrieval and analysis, and to provide to the CONTRACTING AUTHORITY all new updates of this software, that

версии на този софтуер, разработени през периода на действие на договора;

5. да поддържа help desk с цел своевременно разрешаване на възникнали ситуации, отговор на въпроси и/или сигнализиране за наличие на грешки от страна на ВЪЗЛОЖИТЕЛЯ, както и информиране при промени от всякакъв характер във връзка с достъпа до електронното съдържание;

6. да организира пълно обучение на потребителите от страна на ВЪЗЛОЖИТЕЛЯ за работа с база данни AMADEUS. Обучението на потребителите да бъде осигурено след активиране на акаунта на ВЪЗЛОЖИТЕЛЯ въз основа на искане от негова страна;

7. ИЗПЪЛНИТЕЛЯТ се задължава да осигури при работата на неговия персонал на територията на ВЪЗЛОЖИТЕЛЯ, изпълнението на всички изисквания на Закона за здравословни и безопасни условия на труд (обн., ДВ, бр. 124 от 23.12.1997 г., с изм. и доп.), и на подзаконовите нормативни актове в тази област, спазването от неговия персонал на нормативните актове по здравословни и безопасни условия на труд, инструкциите и правилата по безопасност на ВЪЗЛОЖИТЕЛЯ, които са сведени до знанието му, и инструкциите на ИЗПЪЛНИТЕЛЯ.

## V. ПРАВА И ЗАДЪЛЖЕНИЯ НА ВЪЗЛОЖИТЕЛЯ

Чл. 7. При установяване на явни или скрити недостатъци, ВЪЗЛОЖИТЕЛЯТ има право да иска отстраняването на същите или при установяване на съществени отклонения от качеството на доставеното, да откаже да приеме изпълнението, като същите се отбелязват в констативен протокол от упълномощените представители на двете страни по договора.

Чл. 8. ВЪЗЛОЖИТЕЛЯТ има право да се обръща към ИЗПЪЛНИТЕЛЯ с въпроси и да отправя запитвания относно електронния достъп и особеностите на ползването му, както и при промени в разпознаваемостта на изгледите и активностите на този достъп, по всяко време след установяване на необходимостта от такива.

Чл. 9. ВЪЗЛОЖИТЕЛЯТ има право да изиска да се проведе пълно обучение на упълномощените потребители на базата данни от

are developed during the term of validity of the Contract;

5. to support a help desk with a view to timely resolution of occurring situations, answering questions and/or alerting of errors made by the CONTRACTING AUTHORITY, as well as notifying in case of any changes of whatever nature in relation to access to the electronic content;

6. to organize full users' training for the CONTRACTING AUTHORITY's users for work with the AMADEUS database. The users' training shall be provided after activation of the CONTRACTING AUTHORITY's account based on a request thereby;

7. The SUPPLIER undertakes to ensure for its staff while working in the territory of the CONTRACTING AUTHORITY compliance with all the requirements of the Law on Health and Safety at Work (published, State Gazette, issue 124 of 23.12.1997 as amended and supplemented) and the regulatory instruments in this area, the compliance by its staff with the regulatory instruments of health and safety at work, with the safety instructions and rules of the CONTRACTING AUTHORITY brought to its knowledge, and with the SUPPLIER's instructions.

## V. CONTRACTING AUTHORITY'S RIGHTS AND OBLIGATIONS

Art. 7. Upon establishing of obvious or hidden deficiencies, the CONTRACTING AUTHORITY shall have the right to require the elimination thereof, or where significant deviations from the quality of the deliverables are found out, to refuse to accept the performance, whereas the same shall be listed in a Statement of Findings by the authorised representatives of both parties to the Contract.

Art. 8. The CONTRACTING AUTHORITY shall have the right to contact the SUPPLIER with questions and to make queries regarding the electronic access and the specifics of using it, as well as in case of any changes in the recognition of displays and activities of this access at any time after establishing the need of such.

Art. 9. The CONTRACTING AUTHORITY shall have the right to require conducting of full training of the authorized users of the database by the SUPPLIER in a time suitable for both parties.

страна на ИЗПЪЛНИТЕЛЯ, в удобно за двете страни време и място.

Чл. 10. ВЪЗЛОЖИТЕЛЯТ се задължава:

1. да приеме услугите, предмет на договора, ако отговарят на договорените изисквания;

2. да заплаща договорената сума по чл. 2, ал. 1 при условията на договора, в срок до 60 (шестдесет) работни дни след получаване на фактура, издадена от страна на ИЗПЪЛНИТЕЛЯ;

3. да информира незабавно ИЗПЪЛНИТЕЛЯ при нарушена функционалност на достъпа до електронното съдържание или при установяване на грешки в работата на онлайн достъпа;

4. да използва предоставените му данни от база AMADEUS изключително и само от заинтересованите потребители, с оглед служебните им нужди, като приема, че няма да публикува или предоставя данните на трето лице, извън обичайното извършване на служебните му дейности;

5. да не предоставя данните от базата данни във форма, която би се оказала в противоречие с услугите на автора и/или разпространителя;

6. да провежда начален инструктаж на персонала на ИЗПЪЛНИТЕЛЯ, при работа на територията на ВЪЗЛОЖИТЕЛЯ, в съответствие с Наредба № РД-07-2 от 16.12.2009 г. за условията и реда за провеждането на периодично обучение и инструктаж на работниците и служителите по правилата за осигуряване на здравословни и безопасни условия на труд (обн., ДВ, бр. 102 от 22.12.2009 г., с изм. и доп.), и с предвидения в БНБ вътрешен ред за провеждането на начален инструктаж. Другите видове инструктажи, предвидени в наредбата, на персонала на ИЗПЪЛНИТЕЛЯ, се провеждат от ИЗПЪЛНИТЕЛЯ по ред и начин, определени от ИЗПЪЛНИТЕЛЯ.

## VI. НЕУСТОЙКИ

Чл. 11. (1) При забавено изпълнение на някое от задълженията по настоящия договор, виновната страна заплаща неустойка в размер на 0.5 % от сумата по чл. 2, ал. 1 за всеки просрочен ден, но не повече от 10 % от тази сума.

Art. 10. The CONTRACTING AUTHORITY undertakes:

1. to accept the services subject of this Contract if they meet the agreed requirements;

2. to pay the agreed amount under Art. 2, para. 1, under the terms and conditions of the Contract within 60 (sixty) business days after receipt of an invoice issued by the SUPPLIER;

3. to inform immediately the SUPPLIER in case of any impaired functionality of access to the electronic content or in case of establishing errors in the operation of the online access;

4. to use the data provided to him by the AMADEUS base exclusively and only by the interested users with a view to their official needs, agreeing that it shall not publish or make the data available to any third party outside the usual performance of their official duties;

5. to not provide the data from the database in any form which would come into conflict with the services of the author and/or distributor;

6. to conduct initial briefing of the SUPPLIER's staff when operating in the territory of the CONTRACTING AUTHORITY in line with Ordinance No. RD-07-2 of 16.12.2009 on the Conditions and Procedures for Conducting Periodical Training and Briefing of Employees under the Rules of Providing Health and Safety at Work (published, State Gazette, issue 102 of 22.12.2009, as amended and supplemented) and with the BNB internal regulations of conducting initial briefing. The other types of briefings, provided for in the Ordinance, of the SUPPLIER's staff shall be conducted by the SUPPLIER under a procedure and in a manner determined by the SUPPLIER.

## VI. PENALTIES

Art. 11. (1) In case of delay in the performance of any of the obligations under this Contract, the defaulting party shall pay a penalty in the amount of 0.5% of the amount under Art. 2, para. 1 for each day of delay, but not exceeding 10% of this amount.

(2) In case of delay continuing for more than

(2) При забавено изпълнение, продължило повече от 20 (двадесет) календарни дни, изправната страна има право да прекрати едностранно договора, без да дава допълнителен срок за изпълнение, като писмено уведоми другата страна, както и на неустойка за пълно неизпълнение на договора в размер на 10 % от годишната абонаментна такса, посочена в чл. 2, ал. 1 от договора.

(3) Когато забавянето или неизпълнението по договора са причинили вреди по-големи от неустойката, изправната страна има право и на разликата до пълния размер на вредите.

(4) ИЗПЪЛНИТЕЛЯТ поема риска от загуби или вреди, причинени по негова вина в процеса на изпълнението на услугите по този договор.

(5) Ако ВЪЗЛОЖИТЕЛЯТ не може да получи достъп до базата данни AMADEUS за период по-дълъг от един месец поради причини, произтичащи от ИЗПЪЛНИТЕЛЯ, с изключение на случаите на непреодолима сила, ИЗПЪЛНИТЕЛЯТ се задължава да възстанови на ВЪЗЛОЖИТЕЛЯ тази част от цената на абонамента, която е пропорционална на периода, през който е липсвал достъп до базата данни.

## VII. ПРЕКРАТЯВАНЕ НА ДОГОВОРА

Чл. 12. Договорът може да бъде прекратен по взаимно съгласие между страните, изразено в писмена форма.

Чл. 13. При виновно неизпълнение на някое от задълженията на една от страните, извън случая по чл. 11, ал. 2, договорът може да бъде прекратен от изправната страна с 20 (двадесет) дневно писмено предизвестие до неизправната страна.

## VIII. ЗАКЛЮЧИТЕЛНИ РАЗПОРЕДБИ

Чл. 14. Когато неизпълнението на този договор се дължи на възникването на непреодолима сила, изпълнението на задълженията по него на всяка от страните се спира за времето на действие на непреодолимата сила.

Чл. 15. Непреодолима сила е непредвидено или непредотвратимо събитие от извънреден характер, което възниква след подписването на този договор, като пожар, наводнение или друго

20 (twenty) calendar days, the non-defaulting party shall have the right to unilaterally terminate the Contract, without providing any additional term for performance, by notifying in writing the other party, as well as to receive a full default penalty due to it in the amount of 10% of the annual subscription fee, as indicated in Art. 2, para. 1, of the Contract.

(3) Where the delay or default under the Contract has caused damages exceeding the penalty, the non-defaulting party shall also have the right to the difference up to the full amount of the damages.

(4) The SUPPLIER shall assume the risk of losses or damages caused guiltily by him in the process of performance of the services under this Contract.

(5) If the CONTRACTING AUTHORITY cannot access the AMADEUS database for a period longer than one month due to reasons attributable to the SUPPLIER, with the exception of cases of Force Majeure, the SUPPLIER undertakes to reimburse to the CONTRACTING AUTHORITY that part of the subscription price which is proportional to the period during which there was no access to the database.

## VII. TERMINATION OF THE CONTRACT

Art. 12. The Contract may be terminated by mutual agreement between the parties, expressed in writing.

Art. 13. In case of guilty default on any of the obligations by one of the parties, outside the cases under Art. 11, para. 2, the Contract may be terminated by the non-defaulting party by a 20-day (twenty-day) notice in writing to the defaulting party.

## VIII. FINAL PROVISIONS

Art. 14. Where the default on this Contract is owing to the occurrence of a Force Majeure, the performance of the obligations hereunder by each of the parties shall be suspended for the period of effect of the Force Majeure.

Art. 15. Force Majeure shall be an unforeseeable or unavoidable event of extraordinary nature, which occurs after entering into this Contract, such as fire, flood or any other natural calamity, strikes, sabotage, insurrections, state of war, embargo, etc.

природно бедствие, стачки, саботаж, бунтове, състояние на война, ембарго и др.

Чл. 16. Страната, която не може да изпълни задълженията си по този договор поради непреодолима сила, не носи отговорност. Същата е длъжна в срок до 7 (седем) работни дни писмено да извести другата страна за непреодолимата сила и евентуалните последици от нея за изпълнението на този договор. В случай, че не изпрати такова известие, страната дължи обезщетение за щетите от това.

Чл. 17. ВЪЗЛОЖИТЕЛЯТ и ИЗПЪЛНИТЕЛЯТ определят следните свои представители по изпълнението на договора, които да оказват при необходимост административно съдействие на другата страна, да подписват и съхраняват текущата документация, свързана с изпълнението на договора:

За ВЪЗЛОЖИТЕЛЯ: СВЕТЛА ВЛАДИМИРОВА – началник отдел в дирекция „Икономически изследвания и прогнози”;

За ИЗПЪЛНИТЕЛЯ: Mr. RUDOLF CEVELA.

Чл. 18. (1) За целите на настоящия договор уведомяването на ВЪЗЛОЖИТЕЛЯ се извършва писмено по факс: 02 /980 2425; електронна поща: [Vladimirova.S@bnbank.org](mailto:Vladimirova.S@bnbank.org); телефон: 02 9145 1526, или с препоръчано писмо на адрес: гр. София 1000, пл. „Княз Александър I” № 1.

(2) Уведомяването на ИЗПЪЛНИТЕЛЯ се извършва писмено по факс: +421 2 68 28 67 63; електронна поща: [rudolf.cevela@bvinfo.com](mailto:rudolf.cevela@bvinfo.com), или с препоръчано писмо на адрес: “Bureau Van Dijk Editions Electroniques” S.A., o.z., Kutlikova 17, 852 50 Bratislava, Slovakia.

Чл. 19. Всички спорове, които биха възникнали във връзка с тълкуването или изпълнението на настоящия договор, ще се решават от страните чрез преговори за постигане на споразумение, а когато това се окаже невъзможно, спорът ще се отнася за разрешаване пред компетентния български съд по реда на Гражданския процесуален кодекс.

Чл. 20. За неуредените в този договор

Art. 16. The party which cannot perform its obligations under this Contract due to a Force Majeure shall not be held liable. The same shall be obliged within 7 (seven) business days to notify in writing the other party about the Force Majeure and of the possible consequences thereof in relation to the performance of this Contract. If no such notification is sent, the party shall owe a compensation for the damages resulting from it.

Art. 17. The CONTRACTING AUTHORITY and the SUPPLIER shall determine the following representatives of theirs for the performance of the Contract, who shall provide, if needed, administrative assistance to the other party, shall sign and keep current documentation in relation to the performance of the Contract.

For the CONTRACTING AUTHORITY: SVETLA VLADIMIROVA – head of division at the Economic Research and Forecasting Directorate;

For the SUPPLIER: Mr. RUDOLF CEVELA.

Art. 18. (1) For the purposes of this Contract, the notification to the CONTRACTING AUTHORITY shall be done in writing by fax to 02/980 2425; e-mail: [Vladimirova.S@bnbank.org](mailto:Vladimirova.S@bnbank.org); phone: 02 9145 1526, or by a letter with advice of delivery to the address: 1, ‘Knyaz Alexander I’ Square, Sofia 1000.

(2) The notification to the SUPPLIER shall be done in writing by fax to number: +421 2 68 28 67 63; e-mail at address: [rudolf.cevela@bvinfo.com](mailto:rudolf.cevela@bvinfo.com) or by a letter with advice of delivery to the address: “Bureau Dijk Editions Electroniques” S.A., o.z., Kutlikova 17, 852 50 Bratislava, Slovakia.

Art. 19. All disputes which could arise in relation with the interpretation or performance of this Contract shall be settled by the parties through negotiations for reaching an agreement. And failing to do this, the dispute shall be referred for settlement to the competent Bulgarian court under the procedure of the Civil Procedure Code.

Art. 20. The effective Bulgarian legislation shall apply to any issues not provided for in this Contract.

въпроси се прилагат разпоредбите на действащото българско законодателство.

Чл. 21. Всички данни, сведения, факти и обстоятелства, свързани със сключването и изпълнението на този договор, ще се третираат от страните като поверителна информация, доколкото в законодателството не се изисква регистрирането или публикуването на дадена информация.

Настоящият договор се състави и подписа в 2 (два) еднообразни екземпляра, по един за всяка от страните.

Неразделна част от този договор е офертата на ИЗПЪЛНИТЕЛЯ.

При подписването на договора се представиха следните документи:

1. Документи, издадени от компетентни органи за удостоверяване липсата на обстоятелствата по чл. 47, ал. 1, т. 1 от Закона за обществените поръчки;

2. Декларации за липсата на обстоятелствата по чл. 47, ал. 5 от Закона за обществените поръчки.

Art. 21. All data, information, facts and circumstances in relation to entering into and fulfillment of this Contract shall be treated by the parties as confidential information, to the extent to which no registration or publication of any particular information is required by law.

This Contract was made and executed in 2 (two) uniform copies, one for each of the parties.

The SUPPLIER's tender shall be an integral part of this Contract.

At the time of entering into this Contract, the following documents were submitted:

1. Documents issued by the competent authorities to certify the absence of the circumstances under Art. 47, para. 1, item 1, of the Public Procurement Law.

2. Declarations of the absence of the circumstances under Art. 47, para. 5, of the Public Procurement Law.

ЗА ВЪЗЛОЖИТЕЛЯ:

ЗА ИЗПЪЛНИТЕЛЯ:



BUREAU VAN DIJK  
EDITIONS  
ELECRONIQUES S.A.



BUREAU VAN DIJK  
EDITIONS  
ELECRONIQUES S.A.

ПЕТКО КРЪСТЕВ  
ГЛАВЕН СЕКРЕТАР

RUDOLF CEVELA  
SALES MANGER

PETKO KRASDEV  
GENERAL SECRETARY

RUDOLF CEVELA  
SALES MANGER

СНЕЖАНКА ДЕЯНОВА  
ГЛАВЕН СЧЕТОВОДИТЕЛ

SNEZHANKA DEYANOVA  
CHIEF ACCOUNTANT



## SUBSCRIPTION FORM

**THIS AGREEMENT** is made on 01.04.2015 between Bureau Van Dijk Editions Electroniques S.A. and the Licensee identified below whereby Bureau Van Dijk Editions Electroniques S.A. agrees to licence to the Licensee certain rights as specified in this Agreement in return for the payment by the Licensee of certain specified fees.

**NAME OF LICENSEE:** The Bulgarian National Bank

**LICENSEE ADDRESS:** 1, Knyaz Alexander I Sq. , Sofia 1000, Bulgaria

**LICENSEE CONTACT:**

Name: PETKO KRASTEV

GENERAL SECRETARY

Tel: +359 2 9145 1414

Fax: +359 2 9145 1413

Email: [Krastev.P@bnbank.org](mailto:Krastev.P@bnbank.org)

Name: SNEZHANKA DEYANOVA

CHIEF ACCOUNTANT

Tel.: +359 2 9145 1374

Fax: +359 2 9145 1710

Email: [Deyanova.S@bnbank.org](mailto:Deyanova.S@bnbank.org)

**IT IS HEREBY AGREED** as follows:

The attached Licence Terms and Conditions require that the following provisions are specified in this Subscription Form, and form part of the Agreement:


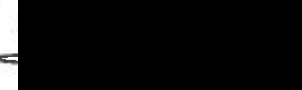

<b>The Product</b>	Amadeus Central and Eastern Europe coverage
<b>The Subscription Fee</b>	17,100 EUR (without V.A.T.)
<b>Method of Delivery</b>	Online access
<b>Concurrent or Authorised Users</b>	2 concurrent users

<b>Initial Term</b>	Start Date:01.April 2015 End Date:31.March 2016
<b>Number of updates</b>	weekly
<b>Download Limit</b>	Not Applicable

This Agreement consists of this Subscription Form, the attached Licence Terms and Conditions and any agreed addendum and (save as otherwise agreed in writing) constitutes the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings whether written or oral (save in respect of fraud). This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

**EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR BY LAW (AND NOT EFFECTIVELY EXCLUDED HEREUNDER), THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, MADE BY BUREAU VAN DIJK ELECTRONIQUES SA AND THE LICENSEE'S ATTENTION IS SPECIFICALLY DRAWN TO CONDITIONS [3 (LICENCE, TERM AND DELIVER), 7 (PAYMENTS AND RENEWALS), 11 (WARRANTIES) AND 13 (LIMITATION OF LIABILITY)]**

THE CONTENT OF THIS SUBSCRIPTION FORM AND THE ATTACHED LICENCE TERMS AND CONDITIONS ARE HEREBY AGREED AND ACCEPTED AND THE PARTIES, BY THE SIGNATURES OF THEIR DULY AUTHORISED REPRESENTATIVE BELOW, AGREE TO BE BOUND BY THE SAME:

<b>Bureau Van Dijk Editions Electroniques S.A.</b>		<b>The Licensee</b>	
X		X	.....
NAME	<u>RUDOLF FEVELA</u>	NAME	PETKO KRASTEV
POSITION	<u>GENERAL MANAGER CEE</u>	POSITION	<u>GENERAL SECRETARY</u>
DATE	<u>01. APRIL 2015</u>	DATE	
		X	
		NAME	SNEZHANKA DEYANOVA
		POSITION	CHIEF ACCOUNTANT
		DATE	.....



**Bureau Van Dijk Editions Electroniques SA Licence Agreement  
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**LICENCE TERMS AND CONDITIONS**

**IMPORTANT** these terms and conditions together with the Subscription Form govern and form the Agreement between the Licensor and the Licensee relating to the granting of the Licence to the Licensee.

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions:

**"Additional Terms"** means the additional terms and conditions (if any) agreed to by the Licensor and Licensee as set out or referred to in the Subscription Form including any addendum thereto;

**"Affiliate"** means each and any Holding Company or Subsidiary of the Licensee and each and any Subsidiary of a Holding Company of the Licensee;

**"Agreement"** means the agreement between the Licensor and the Licensee, such Agreement being embodied in the Subscription Form, these Terms and Conditions and any Additional Terms;

**"Contractual Year"** means each contractual year commencing on the expiry of the Initial Term and each anniversary thereof;

**"Extended Term"** shall have the meaning ascribed to it in clause 3.2;

**"Intellectual Property Rights"** means all copyright, sui generis database rights, patents, trade marks, service marks, know-how, trade secrets, registered and unregistered design rights, and all other intellectual property rights whether registered or unregistered and all applications and rights to apply for the registration of any of the rights above and all other forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

**"Initial Term"** means the initial term of the Agreement as set out in the Subscription Form;

**"Licensee"** means the person, firm company or other entity to whom the licence in respect of the Product is granted by the Licensor under the terms of this Agreement and whose details are set out in the Subscription Form;

**"Licensor"** means Bureau van Dijk Editions Electroniques SA of Rue Du-Roveray 12, 1207 Geneva, Switzerland;

**"Product"** means the software/computer programmes listed in the Subscription Form and all Updates during the Term, any data, text, information and software or other material and all accompanying written materials provided to the Licensee under this Agreement by any means whatsoever, including, without limitation, on any storage medium now known or hereafter devised including CD-ROM and DVD-ROM or through any means of online communication and delivery (including communication and delivery via the Internet) and includes any Updates specified on the Subscription Form (if applicable);

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**"Subscription Fee"** means the licence fee payable for the Product in respect of the Initial Term as set out on the Subscription Form and payable by the Licensee to the Licensor in accordance with clause 6;

**"Subscription Renewal Fee"** means the licence fee payable by the Licensee to the Licensor on in accordance with clause 6;

**"Subscription Form"** means the subscription form issued in duplicate by the Licensor (accompanied by these Terms and Conditions) identifying the Licensee and containing certain additional terms of the Agreement, one copy of which has been countersigned by the Licensee signifying such agreement;

**"Permitted Sites"** means the Licensee's offices or sites or divisions or departments within the Licensee where the Licensee may use the Product as specified in the Subscription Form; and

**"Term"** means the duration of this Agreement as defined in clause 3.2.

- 1.2 Holding Company and Subsidiary shall be construed in accordance with section 1162 of the Companies Act, as amended.
- 1.3 Clause headings shall not affect the interpretation of this Agreement.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; provided that, between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes faxes but not e-mail.
- 1.11 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.12 Any obligation in this Agreement not to do something includes an undertaking not to permit that thing to be done.

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**2. APPLICATION**

- 2.1 This Agreement sets out the terms and conditions which apply to the supply of all Products to the Licensee at the Permitted Sites during the Term. For the avoidance of doubt, the Licensee shall not and shall procure that none of its employees or consultants or any of its Affiliates or the employees or consultants of any such Affiliates shall use or otherwise exploit the Product outside the Permitted Sites unless such persons have first entered into a separate agreement with the Licensor for use of the Product outside the Permitted Sites. The Licensee shall promptly notify the Licensor of any breach of the terms of this clause 2.

**3. LICENCE, TERM AND DELIVERY**

- 3.1 In consideration of the payment of the Subscription Fee by Licensee to the Licensor the Licensor grants to the Licensee a non-exclusive, non-transferable licence to use the Product during the Term at the Permitted Sites and otherwise as permitted in this Agreement.
- 3.2 This Agreement shall commence on the start date specified in the Subscription Form and shall unless otherwise terminated by the Licensor or the Licensee in accordance with clause 8 continue for the Initial Term. The Term of this Agreement shall automatically extend for one year (the "Extended Term") at the end of the Initial Term and at the end of each Extended Term, unless either party gives written notice to the other, not later than two months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 3.3 If the Licensee continues to use the Product after the end of the Term then it will be deemed to do so on the terms and conditions of this Agreement, save that the Licensor will be entitled to terminate this Agreement on giving to the Licensee one month's written notice of termination and the Licensee shall be liable to pay the Licensor on demand a sum equal to the Subscription Renewal Fee.
- 3.4 The Licence and the Licensee's use of the Product shall at all times be subject to the download limit set out in the Subscription Form. In the event that the Licensee exceeds the said download limit, the Licensee's access to the Product will be suspended until the end of the period to which the download limit applies.

**4. INTELLECTUAL PROPERTY**

- 4.1 The Licensee acknowledges that all right, title and interest in and to the Product, including without limitation, any and all Intellectual Property Rights subsisting in or used in connection with, the Product are and shall remain the property of the Licensor or its licensors, as the case may be. The Licensee is permitted to use this material only as expressly authorised by the Licensor pursuant to the terms of this Agreement. The Licensee shall not acquire any rights (including Intellectual Property Rights), express or implied, in the Product by virtue of this Agreement other than as expressly set forth herein.
- 4.2 The Licensee shall not reverse engineer, disassemble, decompile, translate or modify create derivative works of or attempt to derive the source code of the Product or any part thereof without the Licensor's prior written consent.

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**5. PERMITTED USE**

- 5.1 The Product is solely for the internal use of the Licensee at the Permitted Sites and the Licensee may not permit third parties to use the Product without the Licensor's prior written consent and the Licensee acknowledges that such consent may be conditional upon the payment of additional licence or subscription fees.
- 5.2 The Product may not be supplied, sold, rented, sublicensed leased, used, downloaded, accessed, copied, disseminated, distributed, circulated, published, displayed, reproduced or otherwise exploited whether for profit or otherwise, except as set out in this Agreement. The Licensee shall not print out, on any one occasion or in a series of occasions, the data and/or information contained in the Product so as to obtain a printed version of all or a substantial part of such data and/or information. The Licensee shall not and shall procure that none of its employees and consultants nor its Affiliates or employees and/or consultants of its Affiliates use the data and/or information contained in the Product to create a product which (a) competes with the Licensor or any of its licensors or (b) provides the same or substantially similar functionally, content or features to the Product.
- 5.3 The access software in the Product may be copied/stored on hard disk provided that it is only used to access and manipulate the data and text contained in the Product.
- 5.4 The information contained in the Product may be copied/stored on hard disk subject to the condition that:
- 5.4.1 the use made of the information conforms with the permitted use, as detailed in clause 5 above; and
- 5.4.2 access to the information is not made the subject of any payment or provided in return for any other commercial advantage; the information is not exploited in circumstances where it generates a revenue for the Licensee or anyone else, other than the Licensor

**6. PAYMENTS AND RENEWALS**

- 6.1 The Subscription Fee (which is not refundable) is payable annually in advance and is fixed for one year. The Licensee shall pay the Subscription Fee to the Licensor within 30 days of the commencement of the Initial Term.
- 6.2 The Licensor shall, by notice in writing to the Licensee, given not less than three months before the end of the Initial Term and each Contractual Year thereafter during the Term, notify the Licensee of the Subscription Renewal Fee payable in respect of the subsequent Contractual Year.
- 6.3 The Subscription Renewal Fees (which are not refundable) are payable annually in advance on the first day of the relevant Contractual Year and are fixed for one year.
- 6.4 The Subscription Fee, Subscription Renewal Fee and all other sums payable by the Licensee under this Agreement are exclusive of VAT, which the Licensee will pay to the Licensor at the applicable rate from time to time.
- 6.5 Without prejudice to clause 7, in the event that any amount due to be paid by the Licensor to the Licensee remains outstanding for more than two months from the due date for payment, the Licensor reserves the right to suspend the Licensee's

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access to the Product until the Licensee makes payment of all outstanding amounts (including any accrued interest) in full.

- 6.6 If the Licensee fails to pay by the due date any amount payable by it under this Agreement, the Licensor shall be entitled, but not obliged, to charge the Licensee interest on the overdue amount, which shall be payable by the Licensee immediately on demand, from the due date up to the date of actual payment, after as well as before judgement, at the rate of 5% per annum. Such interest shall accrue on a daily basis and be compounded quarterly. The Licensor reserves the right to claim interest under the Late Payment of Commercial Dents (Interest) Act 1998.

**7. TERMINATION**

- 7.1 Without prejudice to clause 7.2, either party may terminate this Agreement by giving to the other not less than two month's written notice, such notice to expire on the last day of the Initial Term or the then current Contractual Year (as the case may be).
- 7.2 Either party may terminate this Agreement at any time on written notice to the other if the other party:
- 7.2.1 is in material or persistent breach of any of the terms of this Agreement and either such breach is incapable of remedy, or the defaulting party fails to remedy the breach within 30 days after receiving written notice requiring it to remedy that breach; or
  - 7.2.2 is unable to pay its debts or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 7.3 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if the Licensee undergoes, in the Licensor's opinion, a material change of ownership resulting in a competitor of the Licensor effectively obtaining control of the Licensee. The Licensee shall immediately prior to such change of ownership taking place, inform the Licensor of the fact in writing.
- 7.4 Termination by either party in accordance with the rights contained in this clause 7 shall be without prejudice to any other rights or remedies of that party accrued prior to termination.
- 7.5 On termination for any reason:
- 7.5.1 all rights granted to the Licensee under this Agreement including the Licence granted pursuant to clause 3 shall cease and terminate;
  - 7.5.2 the Licensee's access to the Product will be terminated and the Licensee shall cease all activities authorised by this Agreement;
  - 7.5.3 the Licensee shall immediately pay to the Licensor any sums due to the Licensor under this Agreement; and

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- 7.5.4 the Licensee shall immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Product then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.
- 7.6 The provisions of clauses 1, 2, 3.5, 4, 6, 7 and 10 to 22 shall survive termination of the Agreement.
- 8. WARRANTIES**
- 8.1 Each party to this Agreement represents and warrants to the other that it has, and will retain during the Term all right, title and authority:
- 8.1.1 to enter into this Agreement;
- 8.1.2 to grant to the other party the rights and licences granted in this Agreement; and
- 8.1.3 to perform all of its obligations under the Agreement.
- 8.2 The Licensee undertakes that it shall and shall procure that its employees, consultants and affiliates and the employees and consultants of such affiliates use the Product in accordance with this Agreement.
- 8.3 No warranties, undertakings, conditions or representations are made either express or implied in relation to the Product other than as set out herein and to the extent permitted by law all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the Product and any services provided by the Licensor in respect thereof are excluded.
- 8.4 Without prejudice to the foregoing, the Licensor does not warrant that the use of the Product in accordance with this Agreement will meet the Licensee's data processing requirements or that the use or operation of the Product in accordance with this Agreement will be uninterrupted or error free. If the Licensee finds or suspects any errors in the Product, the Licensee agrees to inform the Licensor of such errors as soon as is reasonably practicable.
- 8.5 The Licensee shall give notice to the Licensor as soon as reasonably practicable upon becoming aware of a breach of warranty and, subject to clause 10 acknowledges that the Licensor may remedy a breach of warranty by doing one of the following:
- 8.5.1 repairing the Product; or
- 8.5.2 replacing the Product; or
- 8.5.3 terminating this Agreement immediately by notice to the Licensee and refunding any of the Subscription Fee or Subscription Renewal Fee, as the case may be, paid by the Licensee for the Contractual Year in which notice of breach was received by the Licensor (less a reasonable sum in respect of the Licensee's use of the Product during the applicable Contractual Year to the date of termination).
- 8.6 The Licensee undertakes to comply with all applicable data protection legislation from time to time applicable to it to the full extent necessary.



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**9. COMPATIBILITY**

- 9.1 The Licensor and its licensors make no warranties or representations either express or implied concerning the present or future compatibility of the Product with any hardware, software or firmware, and reserve the right to change the structure, organisation, formats and functionality of the Product without notice.
- 9.2 The Licensee hereby assumes all liability arising from or in connection with the use of the Product with the Licensee's equipment including, without limitation, interface software, printing capabilities and quality and response times.

**10. LIMITATION OF LIABILITY**

- 10.1 The Licensor does not exclude or limit liability for death or personal injury caused by its negligence.
- 10.2 Although the Licensor has made every effort to ensure the accuracy and completeness of the information contained in the Product, the Licensee acknowledges that it must make its own judgement as to the reliance it places on the information and/or data (including without limitation scores and ratings) derived or obtained from the Product. The Licensee further acknowledges that the content of the Product is not and does not form the opinion or advice of the Licensor. The Licensor makes no warranty or representation, express or implied, regarding the suitability of the Product and any information or data derived or obtained from the Product for the Licensee's purposes. Further the Licensor makes no express or implied representations or warranties that the Product is free of errors and omissions or that the operation of the Product, including the access software contained in the Product, will be uninterrupted or error-free.
- 10.3 Subject to clause 10.1, in the event of any material inherent defect in the Product or any part thereof, the Licensor's liability and the Licensee's exclusive remedy hereunder shall be the replacement of such defective Product or part thereof.
- 10.4 The Licensee shall indemnify, and keep the Licensor fully and effectually indemnified, from and against all actions, claims, losses, liability, proceedings, damages, costs and expenses suffered or incurred by the Licensor (including attorney's fees and expenses) arising out of the use of the Product or any part thereof by the Licensee, otherwise than in accordance with the terms of this Agreement. The Licensee shall notify the Licensor in writing of any claim within 30 days.
- 10.5 Subject at all times to the provisions of clause 10.6, the Licensor shall indemnify the Licensee from and against any loss or liability incurred by the Licensee in connection with any claim made against the Licensee by a third party in respect of the actual or alleged infringement of such third party's Intellectual Property Rights arising out of or in connection with the Licensee's use of the Product.
- 10.6 Subject to clauses 10.1 and 10.7 and without prejudice to clause 10.2, the Licensor's aggregate maximum liability to the Licensee (whether in contract, tort (including negligence) under statute or otherwise) in respect of any and all liability arising out of or in connection with this Agreement shall not exceed a sum equal to twice the applicable Subscription Fee or Subscription Renewal Fee payable by the Licensee in the Contractual Year during which the liability arose.
- 10.7 The Licensor shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

**Bureau Van Dijk Editions Electroniques SA Licence Agreement  
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10.7.1 any economic losses (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings); or

10.7.2 any loss of goodwill or reputation; or

10.7.3 any special or indirect or consequential losses

in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by the Licensee arising out of or in connection with the use by the Licensee of the Product or any other matter under this Agreement.

10.8 Without prejudice to the forgoing provisions of this Clause 10, under no circumstances shall any licensor of the Licensor have any liability for consequential damages, including lost profits or lost goodwill, indirect damages, special damages, incidental damages, punitive damages and/or exemplary damages arising out of this Agreement and the aggregate maximum liability of any licensor of the Licensor to the Licensee (whether in contract, tort (including negligence) under statute or otherwise) in respect of any direct loss arising out of this Agreement shall not exceed an amount equal to the amount payable in respect of the Subscription Fee or any Subscription Renewal Fee in any 12 month period of this Agreement.

10.9 Both parties agree and acknowledge that the terms of this clause 10 are fair and reasonable.

**11. TRAINING**

The Licensor shall provide reasonable training in the use of the Product at either party's premises as shall be agreed between the parties, and such further assistance on a helpline as the Licensor in its absolute discretion considers reasonable.

**12. NO AGENCY**

Nothing in this Agreement shall be construed as creating any form of joint venture or partnership between the parties, nor as constituting or appointing one the principal, agent, distributor, franchisor or franchisee of the other.

**13. ENTIRE AGREEMENT**

13.1 This Agreement constitutes the entire understanding between the parties concerning the supply and use of the Product and replaces, supersedes and cancels all previous arrangements, understandings, representations or agreements. The Licensee warrants that in entering into this Agreement it has not relied on any statement, warranty, representation or undertaking except as expressly set out in writing by the Licensor in this Agreement and agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement save that the agreement of the Licensee contained in this clause 14 shall not apply in respect of any fraudulent misrepresentation whether or not such term has become a term of this Agreement.

13.2 No modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties. Unless expressly so agreed, no such modification or agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of

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such modification or waiver, and the rights and obligations of the parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

**14. NO WAIVER**

- 14.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 14.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 14.3 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.
- 14.4 The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

**15. NOTICES**

- 15.1 Any notice or other communication to be given by either party to the other may be sent by either facsimile, email or recorded delivery to the address of the other party as appearing herein or such other address as such party may from time to time have communicated to the other in writing and:

15.1.1 if sent by facsimile, shall be deemed to be served on receipt of an error free transmission report; or

15.1.2 if sent by recorded delivery, shall be deemed to be served on the date and at the time of signature of the delivery note; or

15.1.3 if sent by email, shall be deemed received 24 hours from the time of transmission unless the sender has received notification that such email has not been successfully delivered and in proving transmission, it shall be sufficient to prove that the email was sent to the email address of the receipt set out on the Subscription Form to this Agreement and that dispatch of the transmission from the sender's external gateway was confirmed.

- 15.2 The addresses for delivery of a notice of other communication are:

The Licensor:	Address: Rue Du-Roveray 12, 1207 Geneva, Switzerland
Fax:	+41 22 735 48 93
Email:	Rudolf.Cevela@bvinfo.com

The Licensee: as set out in the Subscription Form.

**16. FORCE MAJEURE**

The Licensor shall be under no liability to the Licensee for, and is excused from, any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including, but not limited to, governmental

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actions, fire, work stoppages, shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of its suppliers or sub-contractors, natural disasters or other acts of God.

**17. NO ASSIGNMENT**

The Licensee may not without the prior written consent of the Licensor assign, sublicense or transfer this Agreement or its rights or obligations under this Agreement, and any attempted assignment, sublicensing or transfer shall be null and void ab initio.

**18. CONFIDENTIALITY AND NON-DISCLOSURE**

18.1 During the Term and for a period of two years thereafter, the parties agree to keep all information received from the other party concerning the business, finances, technology and affairs of the other, and in particular, but not limited to the Product, and regardless of its nature strictly confidential and shall not disclose it to any third party or use it for its own purpose other than in accordance with the terms of this Agreement.

18.2 The provisions of this clause 18 shall cease to apply to:

18.2.1 information that has come into the public domain other than by breach of this clause or any duty of confidence;

18.2.2 information that is obtained from a third party without breach of this clause or any other duty of confidence;

18.2.3 information that is known by either party, in connection with the other party, and which has been disclosed to either party by a third party, other than the Licensor or Licensee or a contractor of either of them and not in breach of any duty of confidence;

18.2.4 information that is trivial or obvious;

18.2.5 information that is required to be disclosed by a government body or court of competent jurisdiction; and/or

18.2.6 information that is disclosed to legal or other professional advisers who are under a duty of confidence.

**19. SEVERABILITY**

In the event that any term, condition or provision contained in this Agreement is determined by any competent authority to be invalid, unlawful or unenforceable such term, condition or provision shall to that extent be severed from the remaining terms, conditions or provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

**20. INFORMATION**

The Licensee hereby acknowledges that the information contained in the Product is supplied by third parties.

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**21. THIRD PARTIES**

No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to it.

**22. APPLICABLE LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of Switzerland and the Licensee submits to the non-exclusive jurisdiction of the Swiss courts.



BUREAU VAN DIJK

**Bulgarian National Bank  
Mrs. Svetla Vladimirova  
Knyaz Alexander I Sq.,  
Sofia 1000  
BULGARIA**

Bratislava, April 16, 2015

Dear Mrs. Vladimirova,

Please see attached requested documents signed by Mr. Rudolf Cevela, Bureau van Dijk Editions Electroniques SA.

Please sign one of these originals and send it back to our address:

Bureau Van Dijk  
Editions Electroniques S.A., o.z  
Lenka Macková  
Kutlikova 17  
852 50 Bratislava  
SLOVAKIA

Best regards,



Lenka Macková  
Back office & office management

**ДЕКЛАРАЦИЯ**  
по чл. 47, ал. 5, т. 1 и т. 2 от Закона за  
обществените поръчки

от  
Долуподписаният (-ната)

.....  
.....,

*(трите имена)*

в качеството на ЕТ/управител/изпълнителен  
директор/съдружник/прокурорист,  
на

.....  
.....,

*(наименование на участника,  
подизпълнителя)*

участник/подизпълнител в процедура за  
възлагане на обществена поръчка с предмет:

.....  
.....

*(посочете наименованието на  
поръчката)*

**ДЕКЛАРИРАМ ЧЕ :**

1. Не съм свързано лице по смисъла на  
§ 1, т. 23а от Допълнителните разпоредби на  
Закона за обществените поръчки с  
Българската народна банка или със  
служители на ръководна длъжност в нейната  
организация;

2. Представяването от мен  
дружество/ЕТ не е сключило договор с лице  
по чл. 21\* или 22\*\* от Закона за  
предотвратяване и установяване на  
конфликт на интереси.

Задължавам се да уведомя Възложителя  
за всички настъпили промени в декларираните  
по-горе обстоятелства в 7-дневен срок от  
настъпването им.

Известно ми е, че за деклариране на  
неверни данни нося наказателна отговорност  
по чл. 313 от Наказателния кодекс на  
Република България.

"Свързани лица" са: роднини по права линия  
без ограничение; роднини по съребрена линия до  
четвърта степен включително; роднини по сватовство -  
до втора степен включително; съпрузи или лица, които  
се намират във фактическо съжителство; съдружници;  
лицата, едното от които участва в управлението на  
дружеството на другото; дружество и лице, което  
притежава повече от 5 на сто от дяловете или акциите,

**DECLARATION**  
under art. 47, par. 5, items 1 and 2 of the  
Public Procurement Law

from

I, the undersigned,  
..... *DOMINIK VEF CARNOY* .....

.....

*(full name)*

in my capacity as ~~Sole Proprietor / Manager /~~  
Managing Director / ~~Partner / Procurator,~~

of *BUREAU VAN DIJK*  
..... *F.D.T.R.S. ELECTRONICS S.A.* .....

*(the tenderer's / subcontractor's name)*

a tenderer / subcontractor in the public  
procurement procedure with the object:

*Access to electronic contract database  
of financial institutions for public care*

*(the title attributed to the contract)*

*Private company in Central and  
Eastern Europe АТАОЕУС*

**HEREBY DECLARE THAT:**

1. I am not a connected person within the  
meaning of § 1, item 23a of the Additional  
Provisions of the Public Procurement Law with  
the Bulgarian National Bank or any manager in  
its organisation;

2. The Company/Sole Proprietor  
represented by me has not signed any  
agreement with a person under art. 21\* or art.  
22\*\* of the Law on Prevention and Detection  
of Conflicts of Interest (LPDCI).

I undertake to notify the Contracting  
Authority of any changes in the above declared  
circumstances within 7 days from their  
occurrence.

I am aware that I will be held liable for  
declaring any untruthful data, under art. 313 of  
the Penal Code of the Republic of Bulgaria.

'Connected persons' shall be relatives of direct  
lineage without any limitations; relatives of collateral  
lineage up to the fourth degree inclusive; relatives by  
marriage – up to the second degree inclusive; spouses or  
persons who are in factual cohabitation; partners; the  
persons where one of them is involved in the management  
of the other person's company; a company or a person that  
holds more than 5 percent of the voting stocks or shares in  
the company. Non-connected persons shall be a company

издадени с право на глас в дружеството. Не са свързани лица дружество, чийто капитал е 100 на сто държавна или общинска собственост, и лице, което упражнява правата на държавата, съответно на общината в това дружество.

\* Чл. 21. (1) от Закона за предотвратяване и установяване на конфликт на интереси „Лице, заемащо публична длъжност, с изключение на лице по чл. 3, т. 1, 2, 3, 6, 11, 12 и 20 от Закона за предотвратяване и установяване на конфликт на интерес, няма право в продължение на една година от освобождаването му от длъжност да сключва трудови или други договори за изпълнение на ръководни или контролни функции с търговските дружества или кооперации, по отношение на които в последната година от изпълнението на правомощията или задълженията си по служба е осъществявало действия по разпореждане, регулиране или контрол или е сключвало договори с тях, както и да е съдружник, да притежава дялове или акции, да е управител или член на орган на управление или контрол на такива търговски дружества или кооперации.”

(2) Ограниченията се прилагат и за търговските дружества, свързани с дружествата по ал. 1.

\*\* Чл. 22. (1) от Закона за предотвратяване и установяване на конфликт на интереси „Лице, заемащо публична длъжност, което в последната година от изпълнението на правомощията или задълженията си по служба е участвало в провеждането на процедури за обществени поръчки или в процедури, свързани с предоставяне на средства от фондове, принадлежащи на Европейския съюз или предоставени от Европейския съюз на българската държава, няма право в продължение на една година от освобождаването му от длъжност да участва или да представлява физическо или юридическо лице в такива процедури пред институцията, в която е заемало длъжността.”

(2) Забраната за участие в процедури за обществени поръчки или в процедури, свързани с предоставяне на средства от фондове, принадлежащи на Европейския съюз или предоставени от Европейския съюз на българската държава, се прилага и за юридическо лице, в което лицето по ал. 1 е станало съдружник, притежава дялове или е управител или член на орган на управление или контрол след освобождаването му от длъжност.

ДАТА: ..... 2015 г.

гр. ....

ДЕКЛАРАТОР: .....

(подпис и печат)

Забележка:

I. Декларацията се подписва и подпечатва на всяка страница.

II. Обстоятелствата по т. 1 се декларират и от следните лица:

1. при събирателно дружество - за лицата по чл. 84, ал. 1 и чл. 89, ал. 1 от Търговския закон (ТЗ);

Чл. 84, ал. 1 от ТЗ - Всеки съдружник има

whose capital is 100 percent held by the government or a municipality, and a person who exercises the rights of the government, or a municipality respectively, in that company.

\* Art. 21. (1) of the Law on Prevention and Detection of Conflicts of Interest 'A public office holder, with the exception of a person under art. 3, items 1, 2, 3, 6, 11, 12, and 20 of the Law on Prevention and Detection of Conflicts of Interest, for a one-year period of his/her relief from office may not sign labour contracts or other agreements for performing managerial or controlling functions with the trading companies or cooperatives with which in the last year of exercising his/her official powers or performing his/her official duties he/she has done instructing, regulating or controlling, or has signed contracts with these, and may not be a partner, or hold interests or shares, or be a manager or a member of a management or controlling body in such trading companies or cooperatives.'

(2) The limitations shall also apply to trading companies affiliated with the companies under par. 1.

\*\* Art. 22. (1) of the Law on Prevention and Detection of Conflicts of Interest 'A public office holder who in the last year of exercising his/her official powers or performing his/her official duties has been involved in the holding of public procurement procedures or in procedures related to allocation of funds owned or extended by the European Union to the Bulgarian State, may not for a one-year period of his/her relief from office participate, or represent a physical or legal person, in such procedures before the institution where he/she held the office.'

(2) The prohibition to participate in public procurement procedures or in procedures related to allocation of funds owned or extended by the European Union to the Bulgarian State, shall also apply to a legal person in which the person under par.1 has become a partner, holds interests, or is a manager or a member of a management or controlling body after his/her relief from office.

**BUREAU VAN DIJK**  
**EDITIONS ELECTRONIQUES S.A.**

**RUE DU-ROVERAY 12**

DATE: 1. April 2015 GENEVE

(place) ..... Suisse

DECLARANT: .....

(signature and stamp)

Note:

I. This declaration shall be signed and stamped on each one of its pages.

II. The circumstances under item 1 shall also be declared by the following persons:

1. where the tenderer is a general partnership – by the persons under art. 84, par. 1 and art. 89, par. 1 of the Commerce Act (CA);

Art. 84, par. 1 of CA - Each partner shall be



право да управлява дружествените работи освен ако с дружествения договор е възложено управлението на един или няколко съдружници или на друго лице;

Чл. 89, ал. 1 от ТЗ - Всеки съдружник представлява дружеството, ако с дружествения договор не е предвидено друго.

2. при командитно дружество - за лицата по чл. 105 от ТЗ, без ограничено отговорните съдружници;

Чл. 105 от ТЗ - Управлението и представителството на дружеството се извършват от неограничено отговорните съдружници. Ограничено отговорният съдружник няма право на управление и не може да спира решенията на неограничено отговорните съдружници.

3. при дружество с ограничена отговорност - за лицата по чл. 141, ал. 2 от ТЗ, а при еднолично дружество с ограничена отговорност - за лицата по чл. 147, ал. 1 от ТЗ;

Чл. 141, ал. 2 от ТЗ - Дружеството се представлява от управителя. При няколко управители всеки един от тях може да действа самостоятелно освен ако дружественият договор предвижда друго. Други ограничения на представителната власт на управителя нямат действие по отношение на трети лица.

Чл. 147, ал. 1 от ТЗ - Едноличният собственик на капитала управлява и представлява дружеството лично или чрез определен от него управител. Ако собственикът е юридическо лице, неговият ръководител или определено от него лице управлява дружеството.

4. при акционерно дружество - за овластените лица по чл. 235, ал. 2 от ТЗ, а при липса на овластяване - за лицата по чл. 235, ал. 1 от ТЗ;

Чл. 235, ал. 2 от ТЗ - Съветът на директорите, съответно управителният съвет с одобрение на надзорния съвет, може да овласти едно или няколко лица от съставите им да представляват дружеството. Овластяването може да бъде оттеглено по всяко време.

Чл. 235, ал. 1 от ТЗ - Членовете на съвета на директорите, съответно на управителния съвет, представляват дружеството колективно освен ако уставът предвижда друго.

5. при командитно дружество с акции - за лицата по чл. 244, ал. 4 от Търговския закон;

Чл. 244, ал. 4 от ТЗ - Съветът на директорите възлага управлението на дружеството на един или няколко изпълнителни членове, избрани измежду неговите членове и определя възнаграждението им. Изпълнителните членове са по-малко от останалите членове на съвета.

6. при едноличен търговец - за физическото лице - търговец;

7. във всички останали случаи, включително за чуждестранните лица - за лицата, които представляват кандидата или участника;

8. в случаите по т. 1 - 7 - и за прокуристите, когато има такива; когато чуждестранно лице има повече от един прокурист, декларацията се подава само от прокуриста, в чиято представителна власт е включена територията на Република България.

III. За обстоятелствата по т. 2, когато кандидатът или участникът е юридическо лице, е достатъчно декларирането им от едно от лицата, които могат самостоятелно да го представляват.

entitled to manage the partnership's business, unless the articles of association expressly designate one or several partners or another person to manage the business;

Art. 89, par. 1 of CA - Each partner shall represent the partnership, unless the articles of association provide otherwise.

2. where the tenderer is a limited partnership - by the persons under art. 105 of CA, except for the limited partners;

Art. 105 of CA - A limited partnership shall be managed and represented by the general partners. A limited partner may not manage the partnership or block the general partners' resolutions.

3. where the tenderer is a limited (liability) company - by the persons under art. 141, par. 2 of CA, and where it is a single person limited liability company - for the persons under art. 147, par. 1 of CA;

Art. 141, par. 2 of CA - The company shall be represented by the Manager. Where the company is run by several managers, each of them may act independently, unless the articles of association provide otherwise. Other restrictions on the Manager's representative power shall not have effect with regard to third persons.

Art. 147, par. 1 of CA - The single owner of the capital shall manage and represent the company either personally or through a manager designated by him/her. If the owner is a legal person, the manager of such a legal person or a person designated by him/her shall manage the company.

4. where the tenderer is a joint-stock company - by the authorised persons under art. 235, par. 2 of CA, and in case of the absence of authorisation - by the persons under art. 235, par. 1 of CA;

Art. 235, par. 2 of CA - The Board of Directors, or the Managing Board subject to the approval of the Supervisory Board, respectively, may authorise one or several of their members to represent the company. The authorisation may be revoked at any time.

Art. 235, par. 1 of CA - The members of the Board of Directors, or the Managing Board, respectively, shall represent the company collectively, unless the articles of association provide otherwise.

5. where the tenderer is a partnership limited by shares - by the persons under art. 244, par. 4 of the Commerce Act;

Art. 244, par. 4 of CA - The Board of Directors shall assign the management of the company to one or several executive members, elected from among its members, and shall determine their remuneration. The executive members shall be fewer than the remaining members of the Board.

6. where the tenderer is a sole trader - by the physical person-trader;

7. in all other cases, including foreign persons - for the persons who represent the candidate or tenderer;

8. in the cases under items 1 - 7 of this Note by the procurators too, if any; where the procurators of a foreign person are more than one, the declaration shall be submitted only by the procurator whose representative power extends over the territory of the Republic of Bulgaria.

III. Regarding the circumstances under item 2, where the candidate or tenderer is a legal person, these circumstances shall be declared only by one of the persons who can represent it individually.

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**ДЕКЛАРАЦИЯ**  
по чл. 47, ал. 5, т. 1 и т. 2 от Закона за  
обществените поръчки

от  
Долуподписаният (-ната)

.....  
.....  
(трите имена)

в качеството на ЕТ/управител/изпълнителен  
директор/съдружник/прокуриснт,  
на

.....  
.....  
(наименование на участника,  
подизпълнителя)

участник/подизпълнител в процедура за  
възлагане на обществена поръчка с предмет:

.....  
.....  
(посочете наименованието на  
поръчката)

**ДЕКЛАРИРАМ ЧЕ :**

1. Не съм свързано лице по смисъла на § 1, т. 23а от Допълнителните разпоредби на Закона за обществените поръчки с Българската народна банка или със служители на ръководна длъжност в нейната организация;

2. Представяването от мен дружество/ЕТ не е сключило договор с лице по чл. 21\* или 22\*\* от Закона за предотвратяване и установяване на конфликт на интереси.

Задължавам се да уведомя Възложителя за всички настъпили промени в декларираните по-горе обстоятелства в 7-дневен срок от настъпването им.

Известно ми е, че за деклариране на неверни данни нося наказателна отговорност по чл. 313 от Наказателния кодекс на Република България.

"Свързани лица" са: роднини по права линия без ограничение; роднини по сребрена линия до четвърта степен включително; роднини по сватовство - до втора степен включително; съпрузи или лица, които се намират във фактическо съжителство; съдружници; лицата, едното от които участва в управлението на дружеството на другото; дружество и лице, което притежава повече от 5 на сто от дяловете или акциите,

**DECLARATION**  
under art. 47, par. 5, items 1 and 2 of the  
Public Procurement Law

from  
I, the undersigned, **RUDOLF CEVELA**

.....  
.....  
(full name)

in my capacity as ~~Sole Proprietor / Manager /~~  
~~Managing Director / Partner / Procurator,~~

of **BUREAU VAN DIJK**  
**EPITOLONI ELECTRONIQUES S. A.**,

(the tenderer's / subcontractor's name)

a tenderer / subcontractor in the public  
procurement procedure with the object:

**ACCESS TO ELECTRONIC CONTENT ONLINE**  
**DATABASE OF FINANCIAL INFORMATION FOR**

(the title attributed to the contract)  
**PRIVATE AND PUBLIC COMPANIES IN CENTRAL**  
**AND EASTERN EUROPE AREA**

**HEREBY DECLARE THAT:**

1. I am not a connected person within the meaning of § 1, item 23a of the Additional Provisions of the Public Procurement Law with the Bulgarian National Bank or any manager in its organisation;

2. The Company/Sole Proprietor represented by me has not signed any agreement with a person under art. 21\* or art. 22\*\* of the Law on Prevention and Detection of Conflicts of Interest (LPDCI).

I undertake to notify the Contracting Authority of any changes in the above declared circumstances within 7 days from their occurrence.

I am aware that I will be held liable for declaring any untruthful data, under art. 313 of the Penal Code of the Republic of Bulgaria.

'Connected persons' shall be relatives of direct lineage without any limitations; relatives of collateral lineage up to the fourth degree inclusive; relatives by marriage - up to the second degree inclusive; spouses or persons who are in factual cohabitation; partners; the persons where one of them is involved in the management of the other person's company; a company or a person that holds more than 5 percent of the voting stocks or shares in the company. Non-connected persons shall be a company

издадени с право на глас в дружеството. Не са свързани лица дружество, чийто капитал е 100 на сто държавна или общинска собственост, и лице, което упражнява правата на държавата, съответно на общината в това дружество.

\* Чл. 21. (1) от Закона за предотвратяване и установяване на конфликт на интереси „Лице, заемащо публична длъжност, с изключение на лице по чл. 3, т. 1, 2, 3, 6, 11, 12 и 20 от Закона за предотвратяване и установяване на конфликт на интерес, няма право в продължение на една година от освобождаването му от длъжност да сключва трудови или други договори за изпълнение на ръководни или контролни функции с търговските дружества или кооперации, по отношение на които в последната година от изпълнението на правомощията или задълженията си по служба е осъществявало действия по разпореждане, регулиране или контрол или е сключвало договори с тях, както и да е съдружник, да притежава дялове или акции, да е управител или член на орган на управление или контрол на такива търговски дружества или кооперации.”

(2) Ограниченията се прилагат и за търговските дружества, свързани с дружествата по ал. 1.

\*\* Чл. 22. (1) от Закона за предотвратяване и установяване на конфликт на интереси „Лице, заемащо публична длъжност, което в последната година от изпълнението на правомощията или задълженията си по служба е участвало в провеждането на процедури за обществени поръчки или в процедури, свързани с предоставяне на средства от фондове, принадлежащи на Европейския съюз или предоставени от Европейския съюз на българската държава, няма право в продължение на една година от освобождаването му от длъжност да участва или да представлява физическо или юридическо лице в такива процедури пред институцията, в която е заемало длъжността.”

(2) Забраната за участие в процедури за обществени поръчки или в процедури, свързани с предоставяне на средства от фондове, принадлежащи на Европейския съюз или предоставени от Европейския съюз на българската държава, се прилага и за юридическо лице, в което лицето по ал. 1 е станало съдружник, притежава дялове или е управител или член на орган на управление или контрол след освобождаването му от длъжност.

ДАТА: ..... 2015 г.

гр. ....

ДЕКЛАРАТОР: .....

(подпис и печат)

Забележка:

I. Декларацията се подписва и подпечатва на всяка страница.

II. обстоятелствата по т. 1 се декларират и от следните лица:

1. при събирателно дружество - за лицата по чл. 84, ал. 1 и чл. 89, ал. 1 от Търговския закон (ТЗ);

Чл. 84, ал. 1 от ТЗ - Всеки съдружник има

whose capital is 100 percent held by the government or a municipality, and a person who exercises the rights of the government, or a municipality respectively, in that company.

\* Art. 21. (1) of the Law on Prevention and Detection of Conflicts of Interest 'A public office holder, with the exception of a person under art. 3, items 1, 2, 3, 6, 11, 12, and 20 of the Law on Prevention and Detection of Conflicts of Interest, for a one-year period of his/her relief from office may not sign labour contracts or other agreements for performing managerial or controlling functions with the trading companies or cooperatives with which in the last year of exercising his/her official powers or performing his/her official duties he/she has done instructing, regulating or controlling, or has signed contracts with these, and may not be a partner, or hold interests or shares, or be a manager or a member of a management or controlling body in such trading companies or cooperatives.'

(2) The limitations shall also apply to trading companies affiliated with the companies under par. 1.

\*\* Art. 22. (1) of the Law on Prevention and Detection of Conflicts of Interest 'A public office holder who in the last year of exercising his/her official powers or performing his/her official duties has been involved in the holding of public procurement procedures or in procedures related to allocation of funds owned or extended by the European Union to the Bulgarian State, may not for a one-year period of his/her relief from office participate, or represent a physical or legal person, in such procedures before the institution where he/she held the office.'

(2) The prohibition to participate in public procurement procedures or in procedures related to allocation of funds owned or extended by the European Union to the Bulgarian State, shall also apply to a legal person in which the person under par.1 has become a partner, holds interests, or is a manager or a member of a management or controlling body after his/her relief from office.

DATE: 1. APRIL 2015

(place) BINELO

DECLARANT: .....

(signature and stamp)

BUREAU VAN DIJK  
SOLUTIONS ELECTRONIQUES  
MAY 12  
NEVE

Note:

I. This declaration shall be signed and stamped on each one of its pages.

II. The circumstances under item 1 shall also be declared by the following persons:

1. where the tenderer is a general partnership – by the persons under art. 84, par. 1 and art. 89, par. 1 of the Commerce Act (CA);

Art. 84, par. 1 of CA - Each partner shall be

право да управлява дружествените работи освен ако с дружествения договор е възложено управлението на един или няколко съдружници или на друго лице;

Чл. 89, ал. 1 от ТЗ - Всеки съдружник представлява дружеството, ако с дружествения договор не е предвидено друго.

2. при командитно дружество - за лицата по чл. 105 от ТЗ, без ограничено отговорните съдружници;

Чл. 105 от ТЗ - Управлението и представителството на дружеството се извършват от неограничено отговорните съдружници. Ограничено отговорният съдружник няма право на управление и не може да спира решенията на неограничено отговорните съдружници.

3. при дружество с ограничена отговорност - за лицата по чл. 141, ал. 2 от ТЗ, а при еднолично дружество с ограничена отговорност - за лицата по чл. 147, ал. 1 от ТЗ;

Чл. 141, ал. 2 от ТЗ - Дружеството се представлява от управителя. При няколко управители всеки един от тях може да действа самостоятелно освен ако дружественият договор предвижда друго. Други ограничения на представителната власт на управителя нямат действие по отношение на трети лица.

Чл. 147, ал. 1 от ТЗ - Едноличният собственик на капитала управлява и представлява дружеството лично или чрез определен от него управител. Ако собственикът е юридическо лице, неговият ръководител или определено от него лице управлява дружеството.

4. при акционерно дружество - за овластените лица по чл. 235, ал. 2 от ТЗ, а при липса на овластяване - за лицата по чл. 235, ал. 1 от ТЗ;

Чл. 235, ал. 2 от ТЗ - Съветът на директорите, съответно управителният съвет с одобрение на надзорния съвет, може да овласти едно или няколко лица от съставите им да представляват дружеството. Овластяването може да бъде оттеглено по всяко време.

Чл. 235, ал. 1 от ТЗ - Членовете на съвета на директорите, съответно на управителния съвет, представляват дружеството колективно освен ако уставът предвижда друго.

5. при командитно дружество с акции - за лицата по чл. 244, ал. 4 от Търговския закон;

Чл. 244, ал. 4 от ТЗ - Съветът на директорите възлага управлението на дружеството на един или няколко изпълнителни членове, избрани измежду неговите членове и определя възнаграждението им. Изпълнителните членове са по-малко от останалите членове на съвета.

6. при едноличен търговец - за физическото лице - търговец;

7. във всички останали случаи, включително за чуждестранните лица - за лицата, които представляват кандидата или участника;

8. в случаите по т. 1 - 7 - и за прокуристите, когато има такива; когато чуждестранно лице има повече от един прокурист, декларацията се подава само от прокурита, в чиято представителна власт е включена територията на Република България.

III. За обстоятелствата по т. 2, когато кандидатът или участникът е юридическо лице, е достатъчно декларирането им от едно от лицата, които могат самостоятелно да го представляват.

entitled to manage the partnership's business, unless the articles of association expressly designate one or several partners or another person to manage the business;

Art. 89, par. 1 of CA - Each partner shall represent the partnership, unless the articles of association provide otherwise.

2. where the tenderer is a **limited partnership** - by the persons under art. 105 of CA, except for the limited partners;

Art. 105 of CA - A limited partnership shall be managed and represented by the general partners. A limited partner may not manage the partnership or block the general partners' resolutions.

3. where the tenderer is a **limited (liability) company** - by the persons under art. 141, par. 2 of CA, and where it is a **single person limited liability company** - for the persons under art. 147, par. 1 of CA;

Art. 141, par. 2 of CA - The company shall be represented by the Manager. Where the company is run by several managers, each of them may act independently, unless the articles of association provide otherwise. Other restrictions on the Manager's representative power shall not have effect with regard to third persons.

Art. 147, par. 1 of CA - The single owner of the capital shall manage and represent the company either personally or through a manager designated by him/her. If the owner is a legal person, the manager of such a legal person or a person designated by him/her shall manage the company.

4. where the tenderer is a **joint-stock company** - by the authorised persons under art. 235, par. 2 of CA, and in case of the absence of authorisation - by the persons under art. 235, par. 1 of CA;

Art. 235, par. 2 of CA - The Board of Directors, or the Managing Board subject to the approval of the Supervisory Board, respectively, may authorise one or several of their members to represent the company. The authorisation may be revoked at any time.

Art. 235, par. 1 of CA - The members of the Board of Directors, or the Managing Board, respectively, shall represent the company collectively, unless the articles of association provide otherwise.

5. where the tenderer is a **partnership limited by shares** - by the persons under art. 244, par. 4 of the Commerce Act;

Art. 244, par. 4 of CA - The Board of Directors shall assign the management of the company to one or several executive members, elected from among its members, and shall determine their remuneration. The executive members shall be fewer than the remaining members of the Board.

6. where the tenderer is a **sole trader** - by the physical person-trader;

7. in all other cases, including foreign persons - for the persons who represent the candidate or tenderer;

8. in the cases under items 1 - 7 of this Note by the procurators too, if any; where the procurators of a foreign person are more than one, the declaration shall be submitted only by the procurator whose representative power extends over the territory of the Republic of Bulgaria.

III. Regarding the circumstances under item 2, where the candidate or tenderer is a legal person, these circumstances shall be declared only by one of the persons who can represent it individually.

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## ПРЕДСТАВЯНЕ НА УЧАСТНИКА

в обществена поръчка чрез публична покана, с предмет:

„Достъп до електронно съдържание на онлайн база данни за финансова информация за публични и частни компании в Централна и Източна Европа AMADEUS”

ДО:

БЪЛГАРСКАТА НАРОДНА БАНКА, гр. София 1000, пл. „Княз Александър” I № 1

От: Bureau van Dijk Editions Electroniques S.A.

(наименование на участника)

С адрес за кореспонденция: гр. Geneva, Switzerland, ул. Rue D-Roveray 12,  
тел.: +41 22 735 48 70, факс: +41 22 735 48 93, електронна поща: Rudolf.Cevela@bvdinfo.com,  
представявано от ..... – ....., БИК: CHE-101.976-861

Банка: [REDACTED] rVICES

IBAN: [REDACTED] 0 8

BIC: [REDACTED]


### УВАЖАЕМИ ГОСПОЖИ И ГОСПОДА,

1. С настоящото изразяваме нашето желание за участие в обявената от Вас чрез публична покана, обществена поръчка по чл. 14, ал. 4, т. 2 от Закона за обществените поръчки (ЗОП), с предмет: „Достъп до електронно съдържание на онлайн база данни за финансова информация за публични и частни компании в Централна и Източна Европа AMADEUS”.
2. Декларираме, че сме запознати с изискванията на документацията за участие в обявената от Вас обществена поръчка с горепосочения предмет и ги приемаме без възражения.
3. С подаване на настоящото представяне направените от нас предложения и поети ангажменти са валидни за срок от **90 (деветдесет)** календарни дни, считано от крайния срок за получаване на офертата.
4. Запознати сме и приемаме условията на предложения от Вас проект на договор.
5. Определяме следния/ите представител/и, който/които да следи/ят за изпълнение на задълженията ни по договора и да подписва/т предвидените в него документи (протоколи, уведомления и др.), както следва: ...
6. За целите на договора, уведомяването, отправено до нас, ще се извършва писмено по факс: ... ; електронна поща: ... ; или с препоръчано писмо на адрес: ...

**Представяме всички изискуеми от възложителя документи – подписани и подпечатани.**

**\* Забележка:** Участникът посочва единен идентификационен код по чл. 23 от Закона за търговския регистър, код по БУЛСТАТ и/или друга идентифицираща информация в съответствие със законодателството на държавата, в която участникът е установен, както и адрес, включително електронен, за кореспонденция при провеждането на процедурата.

**ДАТА: 25.03.2015 г.**

**ПОДПИС и ПЕЧАТ:**   
RUDOLF VAN DIJK.....  
ELECTRONICS ELECTRONIQUES  
ROE DU - ROVERAY 12  
CH-1207 GENEVE.....  
SWITZERLAND  
**Rudolf Cevela**  
(име и фамилия)

**General Manager Eastern Europe.....**  
(длъжност на представляващия участника)





BUREAU VAN DIJK

**POWER OF ATTORNEY**

I, the undersigned, Dominique Carnoy, duly authorized to act in the name and on behalf of Bureau van Dijk Editions Electroniques S.A., with its registered office in Geneva, at the address: Rue Du-Roveray 12, 1207 Geneva, Switzerland (the "Company"), hereby authorize **Mr. Rudolf Cevela**, General Manager Eastern Europe, to represent the Company in public tenders proceedings and to perform any actions, and to sign any documents, in the name and on behalf of the Company, relating to such tenders, including in particular the offers, correspondence, declarations, public procurement contracts, as well as to confirm the copies of the documents as to their compliance with originals.

Mr. Rudolf Cevela is also entitled to sign contracts, contracts for subscriptions, agreements, license agreements on behalf of the Company.

This Power of Attorney authorizes to grant further powers of attorney within the scope hereof.

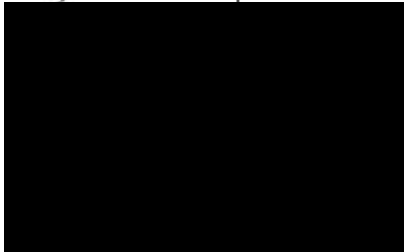
This Power of Attorney is valid as long as Mr. Rudolf Cevela is an employee of the BvD Group of companies or until such time as it is revoked and permits Mr Rudolf Cevela to act on behalf of the Company in scope of this Power of Attorney.

The undersigned Notary Dubuisson, at 1050 Brussels, (Belgium) does hereby witness the signature set to this document by Dominique Carnoy

Geneva, April 22, 2014



D. CARNOY  
Dominique Carnoy  
Chief Executive Officer  
Bureau van Dijk Editions Electroniques S.A.



**OFFERED PRICE**

to

**the Bulgarian National Bank  
Sofia, 1, Knyaz Alexander I Sq.**

**from: Bureau van Dijk Editions Electroniques S.A., Rue Du-Roveray 12, 1207  
Geneva, Switzerland  
(the participant's name)**

**DEAR SIR/MADAM,**

In connection with our participation in a procedure with a public invitation under art.14, par.4, item 2 of the Public Procurement Law (PPL), with the object: 'Access to electronic contents of the AMADEUS online database of financial information for public and private companies in Central and Eastern Europe', we offer you an annual subscription fee for access to electronic contents of the AMADEUS on-line database, amounting to EUR 17.100 (seventeen thousand and one hundred), VAT excluded. This price includes all costs incurred by us for executing the public procurement contract, and for this price many users can use the product, but only two at the same time.

**DATA: 25.March 2015**

BUREAU VAN DIJK  
EDITIONS ELECTRONIQUES  
RUE DU ROVERAY 12  
GENEVE  
SWITZERLAND

**SIGNATURE and STAMP:**

*RUDOLF ČEVELA*

**(first and last name)**

*GENERAL MANAGER CEF*

**(position of the participant's representative)**



BUREAU VAN DIJK

## **Declaration.**

**Bureau van Dijk Editions Electroniques S.A.**, whose address is 12 Rue Du-Roveray, Geneva, 1207 Switzerland, declares that:

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25. March 2015

BUREAU VAN DIJK  
EDITIONS ELECTRONIQUES  
RUE DU ROVERAY 12  
GENEVE  
CH

  
Rudolf Cevela  
General Manager Eastern Europe  
Bureau van Dijk Editions Electroniques S.A.

## SUBSCRIPTION FORM

**THIS AGREEMENT** is made on \_\_\_\_\_ between Bureau Van Dijk Editions Electroniques S.A. and the Licensee identified below whereby Bureau Van Dijk Editions Electroniques S.A. agrees to licence to the Licensee certain rights as specified in this Agreement in return for the payment by the Licensee of certain specified fees.

**NAME OF LICENSEE:** The Bulgarian National Bank

**LICENSEE ADDRESS:** 1, Knyaz Alexander I Sq. , Sofia 1000, Bulgaria

**LICENSEE CONTACT:**           Name:  
  Tel:  
  Fax:  
  Email:

**IT IS HEREBY AGREED** as follows:

The attached Licence Terms and Conditions require that the following provisions are specified in this Subscription Form, and form part of the Agreement:

<b>The Product</b>	Amadeus Central and Eastern Europe coverage
<b>The Subscription Fee</b>	17,100 EUR
<b>Method of Delivery</b>	Online access
<b>Concurrent or Authorised Users</b>	2 concurrent users
<b>Initial Term</b>	Start Date:01.April 2015 End Date:31.March 2016
<b>Number of updates</b>	weekly
<b>Download Limit</b>	Not Applicable

This Agreement consists of this Subscription Form, the attached Licence Terms and Conditions and any agreed addendum and (save as otherwise agreed in writing) constitutes the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings whether written or oral (save in

respect of fraud). This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

**EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR BY LAW (AND NOT EFFECTIVELY EXCLUDED HEREUNDER), THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, MADE BY BUREAU VAN DIJK ELECTRONIQUES SA AND THE LICENSEE'S ATTENTION IS SPECIFICALLY DRAWN TO CONDITIONS [3 (LICENCE, TERM AND DELIVER), 7 (PAYMENTS AND RENEWALS), 11 (WARRANTIES) AND 13 (LIMITATION OF LIABILITY)]**

THE CONTENT OF THIS SUBSCRIPTION FORM AND THE ATTACHED LICENCE TERMS AND CONDITIONS ARE HEREBY AGREED AND ACCEPTED AND THE PARTIES, BY THE SIGNATURES OF THEIR DULY AUTHORISED REPRESENTATIVE BELOW, AGREE TO BE BOUND BY THE SAME:

	<b>Bureau Van Dijk Editions Electroniques S.A.</b>		<b>The Licensee</b>
	EDITIONS ELECTRONIQUES		
	BOULEVARD DE LA LIBERTE 12		
	CHATELAIN		
	S [REDACTED]		
X	.....	X	.....
NAME	<i>RUDOLF CEBELA</i>	NAME	.....
POSITION	<i>GENERAL MANAGER CEE</i>	POSITION	.....
DATE	<i>25.03.2015</i>	DATE	.....

**Bureau Van Dijk Editions Electroniques SA Licence Agreement  
Terms and Conditions**

**LICENCE TERMS AND CONDITIONS**

**IMPORTANT** these terms and conditions together with the Subscription Form govern and form the Agreement between the Licensor and the Licensee relating to the granting of the Licence to the Licensee.

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions:

**"Additional Terms"** means the additional terms and conditions (if any) agreed to by the Licensor and Licensee as set out or referred to in the Subscription Form including any addendum thereto;

**"Affiliate"** means each and any Holding Company or Subsidiary of the Licensee and each and any Subsidiary of a Holding Company of the Licensee;

**"Agreement"** means the agreement between the Licensor and the Licensee, such Agreement being embodied in the Subscription Form, these Terms and Conditions and any Additional Terms;

**"Contractual Year"** means each contractual year commencing on the expiry of the Initial Term and each anniversary thereof;

**"Extended Term"** shall have the meaning ascribed to it in clause 3.2;

**"Intellectual Property Rights"** means all copyright, sui generis database rights, patents, trade marks, service marks, know-how, trade secrets, registered and unregistered design rights, and all other intellectual property rights whether registered or unregistered and all applications and rights to apply for the registration of any of the rights above and all other forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

**"Initial Term"** means the initial term of the Agreement as set out in the Subscription Form;

**"Licensee"** means the person, firm company or other entity to whom the licence in respect of the Product is granted by the Licensor under the terms of this Agreement and whose details are set out in the Subscription Form;

**"Licensor"** means Bureau van Dijk Editions Electroniques SA of Rue Du-Roveray 12, 1207 Geneva, Switzerland;

**"Product"** means the software/computer programmes listed in the Subscription Form and all Updates during the Term, any data, text, information and software or other material and all accompanying written materials provided to the Licensee under this Agreement by any means whatsoever, including, without limitation, on any storage medium now known or hereafter devised including CD-ROM and DVD-ROM or through any means of online communication and delivery (including communication and delivery via the Internet) and includes any Updates specified on the Subscription Form (if applicable);

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**"Subscription Fee"** means the licence fee payable for the Product in respect of the Initial Term as set out on the Subscription Form and payable by the Licensee to the Licensor in accordance with clause 6;

**"Subscription Renewal Fee"** means the licence fee payable by the Licensee to the Licensor on in accordance with clause 6;

**"Subscription Form"** means the subscription form issued in duplicate by the Licensor (accompanied by these Terms and Conditions) identifying the Licensee and containing certain additional terms of the Agreement, one copy of which has been countersigned by the Licensee signifying such agreement;

**"Permitted Sites"** means the Licensee's offices or sites or divisions or departments within the Licensee where the Licensee may use the Product as specified in the Subscription Form; and

**"Term"** means the duration of this Agreement as defined in clause 3.2.

- 1.2 Holding Company and Subsidiary shall be construed in accordance with section 1162 of the Companies Act, as amended.
- 1.3 Clause headings shall not affect the interpretation of this Agreement.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; provided that, between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes faxes but not e-mail.
- 1.11 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.12 Any obligation in this Agreement not to do something includes an undertaking not to permit that thing to be done.

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**2. APPLICATION**

- 2.1 This Agreement sets out the terms and conditions which apply to the supply of all Products to the Licensee at the Permitted Sites during the Term. For the avoidance of doubt, the Licensee shall not and shall procure that none of its employees or consultants or any of its Affiliates or the employees or consultants of any such Affiliates shall use or otherwise exploit the Product outside the Permitted Sites unless such persons have first entered into a separate agreement with the Licensor for use of the Product outside the Permitted Sites. The Licensee shall promptly notify the Licensor of any breach of the terms of this clause 2.

**3. LICENCE, TERM AND DELIVERY**

- 3.1 In consideration of the payment of the Subscription Fee by Licensee to the Licensor the Licensor grants to the Licensee a non-exclusive, non-transferable licence to use the Product during the Term at the Permitted Sites and otherwise as permitted in this Agreement.
- 3.2 This Agreement shall commence on the start date specified in the Subscription Form and shall unless otherwise terminated by the Licensor or the Licensee in accordance with clause 8 continue for the Initial Term. The Term of this Agreement shall automatically extend for one year (the "Extended Term") at the end of the Initial Term and at the end of each Extended Term, unless either party gives written notice to the other, not later than two months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 3.3 If the Licensee continues to use the Product after the end of the Term then it will be deemed to do so on the terms and conditions of this Agreement, save that the Licensor will be entitled to terminate this Agreement on giving to the Licensee one month's written notice of termination and the Licensee shall be liable to pay the Licensor on demand a sum equal to the Subscription Renewal Fee.
- 3.4 The Licence and the Licensee's use of the Product shall at all times be subject to the download limit set out in the Subscription Form. In the event that the Licensee exceeds the said download limit, the Licensee's access to the Product will be suspended until the end of the period to which the download limit applies.

**4. INTELLECTUAL PROPERTY**

- 4.1 The Licensee acknowledges that all right, title and interest in and to the Product, including without limitation, any and all Intellectual Property Rights subsisting in or used in connection with, the Product are and shall remain the property of the Licensor or its licensors, as the case may be. The Licensee is permitted to use this material only as expressly authorised by the Licensor pursuant to the terms of this Agreement. The Licensee shall not acquire any rights (including Intellectual Property Rights), express or implied, in the Product by virtue of this Agreement other than as expressly set forth herein.
- 4.2 The Licensee shall not reverse engineer, disassemble, decompile, translate or modify create derivative works of or attempt to derive the source code of the Product or any part thereof without the Licensor's prior written consent.



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**5. PERMITTED USE**

- 5.1 The Product is solely for the internal use of the Licensee at the Permitted Sites and the Licensee may not permit third parties to use the Product without the Licensor's prior written consent and the Licensee acknowledges that such consent may be conditional upon the payment of additional licence or subscription fees.
- 5.2 The Product may not be supplied, sold, rented, sublicensed leased, used, downloaded, accessed, copied, disseminated, distributed, circulated, published, displayed, reproduced or otherwise exploited whether for profit or otherwise, except as set out in this Agreement. The Licensee shall not print out, on any one occasion or in a series of occasions, the data and/or information contained in the Product so as to obtain a printed version of all or a substantial part of such data and/or information. The Licensee shall not and shall procure that none of its employees and consultants nor its Affiliates or employees and/or consultants of its Affiliates use the data and/or information contained in the Product to create a product which (a) competes with the Licensor or any of its licensors or (b) provides the same or substantially similar functionally, content or features to the Product.
- 5.3 The access software in the Product may be copied/stored on hard disk provided that it is only used to access and manipulate the data and text contained in the Product.
- 5.4 The information contained in the Product may be copied/stored on hard disk subject to the condition that:
- 5.4.1 the use made of the information conforms with the permitted use, as detailed in clause 5 above; and
- 5.4.2 access to the information is not made the subject of any payment or provided in return for any other commercial advantage; the information is not exploited in circumstances where it generates a revenue for the Licensee or anyone else, other than the Licensor

**6. PAYMENTS AND RENEWALS**

- 6.1 The Subscription Fee (which is not refundable) is payable annually in advance and is fixed for one year. The Licensee shall pay the Subscription Fee to the Licensor within 30 days of the commencement of the Initial Term.
- 6.2 The Licensor shall, by notice in writing to the Licensee, given not less than three months before the end of the Initial Term and each Contractual Year thereafter during the Term, notify the Licensee of the Subscription Renewal Fee payable in respect of the subsequent Contractual Year.
- 6.3 The Subscription Renewal Fees (which are not refundable) are payable annually in advance on the first day of the relevant Contractual Year and are fixed for one year.
- 6.4 The Subscription Fee, Subscription Renewal Fee and all other sums payable by the Licensee under this Agreement are exclusive of VAT, which the Licensee will pay to the Licensor at the applicable rate from time to time.
- 6.5 Without prejudice to clause 7, in the event that any amount due to be paid by the Licensor to the Licensee remains outstanding for more than two months from the due date for payment, the Licensor reserves the right to suspend the Licensee's

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access to the Product until the Licensee makes payment of all outstanding amounts (including any accrued interest) in full.

- 6.6 If the Licensee fails to pay by the due date any amount payable by it under this Agreement, the Licensor shall be entitled, but not obliged, to charge the Licensee interest on the overdue amount, which shall be payable by the Licensee immediately on demand, from the due date up to the date of actual payment, after as well as before judgement, at the rate of 5% per annum. Such interest shall accrue on a daily basis and be compounded quarterly. The Licensor reserves the right to claim interest under the Late Payment of Commercial Dents (Interest) Act 1998.

**7. TERMINATION**

- 7.1 Without prejudice to clause 7.2, either party may terminate this Agreement by giving to the other not less than two month's written notice, such notice to expire on the last day of the Initial Term or the then current Contractual Year (as the case may be).
- 7.2 Either party may terminate this Agreement at any time on written notice to the other if the other party:
- 7.2.1 is in material or persistent breach of any of the terms of this Agreement and either such breach is incapable of remedy, or the defaulting party fails to remedy the breach within 30 days after receiving written notice requiring it to remedy that breach; or
- 7.2.2 is unable to pay its debts or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 7.3 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if the Licensee undergoes, in the Licensor's opinion, a material change of ownership resulting in a competitor of the Licensor effectively obtaining control of the Licensee. The Licensee shall immediately prior to such change of ownership taking place, inform the Licensor of the fact in writing.
- 7.4 Termination by either party in accordance with the rights contained in this clause 7 shall be without prejudice to any other rights or remedies of that party accrued prior to termination.
- 7.5 On termination for any reason:
- 7.5.1 all rights granted to the Licensee under this Agreement including the Licence granted pursuant to clause 3 shall cease and terminate;
- 7.5.2 the Licensee's access to the Product will be terminated and the Licensee shall cease all activities authorised by this Agreement;
- 7.5.3 the Licensee shall immediately pay to the Licensor any sums due to the Licensor under this Agreement; and

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- 7.5.4 the Licensee shall immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Product then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.
- 7.6 The provisions of clauses 1, 2, 3.5, 4, 6, 7 and 10 to 22 shall survive termination of the Agreement.
8. **WARRANTIES**
- 8.1 Each party to this Agreement represents and warrants to the other that it has, and will retain during the Term all right, title and authority:
- 8.1.1 to enter into this Agreement;
- 8.1.2 to grant to the other party the rights and licences granted in this Agreement; and
- 8.1.3 to perform all of its obligations under the Agreement.
- 8.2 The Licensee undertakes that it shall and shall procure that its employees, consultants and affiliates and the employees and consultants of such affiliates use the Product in accordance with this Agreement.
- 8.3 No warranties, undertakings, conditions or representations are made either express or implied in relation to the Product other than as set out herein and to the extent permitted by law all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the Product and any services provided by the Licensor in respect thereof are excluded.
- 8.4 Without prejudice to the foregoing, the Licensor does not warrant that the use of the Product in accordance with this Agreement will meet the Licensee's data processing requirements or that the use or operation of the Product in accordance with this Agreement will be uninterrupted or error free. If the Licensee finds or suspects any errors in the Product, the Licensee agrees to inform the Licensor of such errors as soon as is reasonably practicable.
- 8.5 The Licensee shall give notice to the Licensor as soon as reasonably practicable upon becoming aware of a breach of warranty and, subject to clause 10 acknowledges that the Licensor may remedy a breach of warranty by doing one of the following:
- 8.5.1 repairing the Product; or
- 8.5.2 replacing the Product; or
- 8.5.3 terminating this Agreement immediately by notice to the Licensee and refunding any of the Subscription Fee or Subscription Renewal Fee, as the case may be, paid by the Licensee for the Contractual Year in which notice of breach was received by the Licensor (less a reasonable sum in respect of the Licensee's use of the Product during the applicable Contractual Year to the date of termination).
- 8.6 The Licensee undertakes to comply with all applicable data protection legislation from time to time applicable to it to the full extent necessary.

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**9. COMPATIBILITY**

- 9.1 The Licensor and its licensors make no warranties or representations either express or implied concerning the present or future compatibility of the Product with any hardware, software or firmware, and reserve the right to change the structure, organisation, formats and functionality of the Product without notice.
- 9.2 The Licensee hereby assumes all liability arising from or in connection with the use of the Product with the Licensee's equipment including, without limitation, interface software, printing capabilities and quality and response times.

**10. LIMITATION OF LIABILITY**

- 10.1 The Licensor does not exclude or limit liability for death or personal injury caused by its negligence.
- 10.2 Although the Licensor has made every effort to ensure the accuracy and completeness of the information contained in the Product, the Licensee acknowledges that it must make its own judgement as to the reliance it places on the information and/or data (including without limitation scores and ratings) derived or obtained from the Product. The Licensee further acknowledges that the content of the Product is not and does not form the opinion or advice of the Licensor. The Licensor makes no warranty or representation, express or implied, regarding the suitability of the Product and any information or data derived or obtained from the Product for the Licensee's purposes. Further the Licensor makes no express or implied representations or warranties that the Product is free of errors and omissions or that the operation of the Product, including the access software contained in the Product, will be uninterrupted or error-free.
- 10.3 Subject to clause 10.1, in the event of any material inherent defect in the Product or any part thereof, the Licensor's liability and the Licensee's exclusive remedy hereunder shall be the replacement of such defective Product or part thereof.
- 10.4 The Licensee shall indemnify, and keep the Licensor fully and effectually indemnified, from and against all actions, claims, losses, liability, proceedings, damages, costs and expenses suffered or incurred by the Licensor (including attorney's fees and expenses) arising out of the use of the Product or any part thereof by the Licensee, otherwise than in accordance with the terms of this Agreement. The Licensee shall notify the Licensor in writing of any claim within 30 days.
- 10.5 Subject at all times to the provisions of clause 10.6, the Licensor shall indemnify the Licensee from and against any loss or liability incurred by the Licensee in connection with any claim made against the Licensee by a third party in respect of the actual or alleged infringement of such third party's Intellectual Property Rights arising out of or in connection with the Licensee's use of the Product.
- 10.6 Subject to clauses 10.1 and 10.7 and without prejudice to clause 10.2, the Licensor's aggregate maximum liability to the Licensee (whether in contract, tort (including negligence) under statute or otherwise) in respect of any and all liability arising out of or in connection with this Agreement shall not exceed a sum equal to twice the applicable Subscription Fee or Subscription Renewal Fee payable by the Licensee in the Contractual Year during which the liability arose.
- 10.7 The Licensor shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

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10.7.1 any economic losses (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings); or

10.7.2 any loss of goodwill or reputation; or

10.7.3 any special or indirect or consequential losses

in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by the Licensee arising out of or in connection with the use by the Licensee of the Product or any other matter under this Agreement.

10.8 Without prejudice to the forgoing provisions of this Clause 10, under no circumstances shall any licensor of the Licensor have any liability for consequential damages, including lost profits or lost goodwill, indirect damages, special damages, incidental damages, punitive damages and/or exemplary damages arising out of this Agreement and the aggregate maximum liability of any licensor of the Licensor to the Licensee (whether in contract, tort (including negligence) under statute or otherwise) in respect of any direct loss arising out of this Agreement shall not exceed an amount equal to the amount payable in respect of the Subscription Fee or any Subscription Renewal Fee in any 12 month period of this Agreement.

10.9 Both parties agree and acknowledge that the terms of this clause 10 are fair and reasonable.

**11. TRAINING**

The Licensor shall provide reasonable training in the use of the Product at either party's premises as shall be agreed between the parties, and such further assistance on a helpline as the Licensor in its absolute discretion considers reasonable.

**12. NO AGENCY**

Nothing in this Agreement shall be construed as creating any form of joint venture or partnership between the parties, nor as constituting or appointing one the principal, agent, distributor, franchisor or franchisee of the other.

**13. ENTIRE AGREEMENT**

13.1 This Agreement constitutes the entire understanding between the parties concerning the supply and use of the Product and replaces, supersedes and cancels all previous arrangements, understandings, representations or agreements. The Licensee warrants that in entering into this Agreement it has not relied on any statement, warranty, representation or undertaking except as expressly set out in writing by the Licensor in this Agreement and agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement save that the agreement of the Licensee contained in this clause 14 shall not apply in respect of any fraudulent misrepresentation whether or not such term has become a term of this Agreement.

13.2 No modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties. Unless expressly so agreed, no such modification or agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of

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such modification or waiver, and the rights and obligations of the parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

**14. NO WAIVER**

- 14.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 14.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 14.3 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.
- 14.4 The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

**15. NOTICES**

- 15.1 Any notice or other communication to be given by either party to the other may be sent by either facsimile, email or recorded delivery to the address of the other party as appearing herein or such other address as such party may from time to time have communicated to the other in writing and:
- 15.1.1 if sent by facsimile, shall be deemed to be served on receipt of an error free transmission report; or
- 15.1.2 if sent by recorded delivery, shall be deemed to be served on the date and at the time of signature of the delivery note; or
- 15.1.3 if sent by email, shall be deemed received 24 hours from the time of transmission unless the sender has received notification that such email has not been successfully delivered and in proving transmission, it shall be sufficient to prove that the email was sent to the email address of the receipt set out on the Subscription Form to this Agreement and that dispatch of the transmission from the sender's external gateway was confirmed.

- 15.2 The addresses for delivery of a notice of other communication are:

The Licensor:           Address: Rue Du-Roveray 12, 1207 Geneva, Switzerland  
                          Fax:                    +41 22 735 48 93  
                          Email:                 Rudolf.Cevela@bvinfo.com

The Licensee:           as set out in the Subscription Form.

**16. FORCE MAJEURE**

The Licensor shall be under no liability to the Licensee for, and is excused from, any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including, but not limited to, governmental

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actions, fire, work stoppages, shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of its suppliers or sub-contractors, natural disasters or other acts of God.

**17. NO ASSIGNMENT**

The Licensee may not without the prior written consent of the Licensor assign, sublicense or transfer this Agreement or its rights or obligations under this Agreement, and any attempted assignment, sublicensing or transfer shall be null and void ab initio.

**18. CONFIDENTIALITY AND NON-DISCLOSURE**

18.1 During the Term and for a period of two years thereafter, the parties agree to keep all information received from the other party concerning the business, finances, technology and affairs of the other, and in particular, but not limited to the Product, and regardless of its nature strictly confidential and shall not disclose it to any third party or use it for its own purpose other than in accordance with the terms of this Agreement.

18.2 The provisions of this clause 18 shall cease to apply to:

18.2.1 information that has come into the public domain other than by breach of this clause or any duty of confidence;

18.2.2 information that is obtained from a third party without breach of this clause or any other duty of confidence;

18.2.3 information that is known by either party, in connection with the other party, and which has been disclosed to either party by a third party, other than the Licensor or Licensee or a contractor of either of them and not in breach of any duty of confidence;

18.2.4 information that is trivial or obvious;

18.2.5 information that is required to be disclosed by a government body or court of competent jurisdiction; and/or

18.2.6 information that is disclosed to legal or other professional advisers who are under a duty of confidence.

**19. SEVERABILITY**

In the event that any term, condition or provision contained in this Agreement is determined by any competent authority to be invalid, unlawful or unenforceable such term, condition or provision shall to that extent be severed from the remaining terms, conditions or provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

**20. INFORMATION**

The Licensee hereby acknowledges that the information contained in the Product is supplied by third parties.

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**21. THIRD PARTIES**

No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to it.

**22. APPLICABLE LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of Switzerland and the Licensee submits to the non-exclusive jurisdiction of the Swiss courts.



# REGISTRE DU COMMERCE DE GENÈVE

Extrait avec éventuelles radiations

EXTRAIT DU REGISTRE  
 Report du 07 juillet 1994  
 No réf. 09203/1991  
 N° féd. CH-660-1044991-1  
 IDE CHE-101.976.861

## Bureau van Dijk Editions Electroniques SA

inscrite le 07 novembre 1991  
 Société anonyme



Réf.	Raison Sociale	
1	<del>Bureau van Dijk CD-ROM Diffusion SA</del>	
11	<del>Bureau van Dijk Editions Electroniques SA</del>	
18	Bureau van Dijk Editions Electroniques SA (Bureau van Dijk Electronic Publishing Ltd)	
Siège		
1	Vernier	
8	Genève	
Adresse		
1	<del>chemin des Coquelicots 16</del>	
8	<del>rue du Mont-Blanc 26</del>	
9	<del>rue Charles Sturm 20</del>	
16	rue Du-Roveray 12, 1207 Genève	
Dates des Statuts		
1	10.12.1991 (dern. mod.)	11 13.08.2003
2	20.06.1994 (nouv. stat.)	12 28.10.2004 (nouv. stat.)
7	15.06.1999	18 23.08.2010
8	15.10.1999	
But, Observations		
1	<u>But:</u> distribution d'informations sur supports électroniques, en particulier sur CD-ROM; services ayant trait à l'information, à son traitement, notamment électronique, et à la distribution de produits liés à l'informatique.	
1	<u>Administration:</u> 1 ou plusieurs membres	
21	L'identification sous le numéro CH-660-1044991-1 est remplacée par le numéro d'identification des entreprises (IDE/UID) CHE-101.976.861.	
Organe de publication		
1	FOSC	
12	Communication aux actionnaires: lettre	

Réf.	Capital-actions		
	Nominal	Libéré	Actions
1	CHF 100'000	CHF 100'000	1'000 actions de CHF 100, au porteur
7	CHF 100'000	CHF 100'000	10'000 actions de CHF 10, au porteur
8	CHF 1'750'000	CHF 1'750'000	175'000 actions de CHF 10, au porteur
12	CHF 1'750'000	CHF 1'750'000	175'000 actions de CHF 10, nominatives

Réf.			Administration, organe de révision et personnes ayant qualité pour signer			
Inscr.	Mod.	Rad.	Nom et Prénoms, Origine, Domicile	Fonctions	Mode Signature	
1		m 2	<del>Van Omneslaghe Bernard, de Belgique, à Rhode Saint-Genèses (B)</del>	adm. président-	signature collective à :	
1		m 3	<del>Tavernier Edmond, de Martigny, à Vandoeuvres</del>	adm. secrétaire-	signature collective à :	
1		m 3	<del>Bovet Christian, d'Auboranges, à Genève</del>	adm.-	signature collective à :	
	2	15	<del>Van Omneslaghe Bernard, de Belgique, à Rhode Saint-Genèses (B)</del>	adm. président et délégué-	signature collective à :	
2		10	"Refidar société fiduciaire", succursale, à Vernier	organe de révision-		
	3	m 15	<del>Tavernier Edmond, de Martigny, à Vandoeuvres</del>	adm. vice-président-	signature collective à :	
	3	5	<del>Bovet Christian, d'Auboranges, à Genève</del>	adm. secrétaire-	signature collective à :	
4		6	<del>Dorsaz Bernard, de Genève, à Cologny</del>	adm.-	signature collective à :	
4		13	<del>Liedts Alain J., de Belgique, à de Pinte B</del>	adm.-	signature collective à :	
5		15	<del>Venturi Silvio, de Fully, à Genève</del>	adm.-	signature collective à :	
6		15	<del>Tschanz Pierre-Yves, de Genève, à Senarclens</del>	adm.-	signature collective à :	
10			"Moore Stephens Refidar SA", à Genève	organe de révision		
14		m 15	<del>Carnoy Dominique, de Belgique, à Bruxelles, BEL</del>	adm.-	signature collective à :	
	15		Carnoy Dominique, de Belgique, à Bruxelles, BEL	adm. président	signature individuelle	
15		17	<del>Kreienbühl Reto, de Kriens, à Nyon</del>	adm.-	signature collective à :	
15		19	<del>Mogge Christian, d'Allemagne, à Genève</del>	adm.-	signature collective à :	
	15	m 19	<del>Tavernier Edmond, de Martigny, à Vandoeuvres</del>	adm.-	signature collective à :	
17		19	<del>Dubourdieu Cédric, de France, à Paris, F</del>	adm.-	signature collective à :	
19		20	<del>Tavernier Edmond, de Martigny, à Vandoeuvres</del>	adm.-	signature individuelle	
19		23	<del>Earl of Mornington Arthur Gerald, de Grande-Bretagne, à Reading, GB</del>	adm.-	signature collective à :	
19		23	<del>Etroy Stéphane Roland, de Bâle, à Londres, GB</del>	adm.-	signature collective à :	
20		22	<del>Fournier Adrien, de France, à Genève</del>	adm.-	signature individuelle	
22		m 23	<del>Ferrari Phidias, de Coldrerio, à Genève</del>	adm.-	signature individuelle	
23		m 24	<del>Deconinck Bart Gerard Jules, de Belgique, à Anières</del>	adm.-	signature collective à :	
	23	24	<del>Ferrari Phidias, de Coldrerio, à Genève</del>	adm.-	signature collective à :	
23			<del>Nieuwenburg Kristiaan, des Pays-Bas, à Londres, GB</del>	adm.	signature collective à :	
	24		<del>Deconinck Bart Gerard Jules, de Belgique, à Anières</del>	adm.	signature individuelle	

(1) avec un administrateur domicilié en Suisse

Réf.	JOURNAL		PUBLICATION FOSC		Réf.	JOURNAL		PUBLICATION I	
	Numéro	Date	Date	Page/Id		Numéro	Date	Date	Pa
0		report			1	1407	06.02.1992	19.02.1992	7
2	6957	21.07.1994	04.08.1994	4374	3	3391	23.03.1995	05.04.1995	11
4	10027	27.10.1995	06.11.1995	6085	5	322	09.01.1997	23.01.1997	4
6	9378	17.08.1998	21.08.1998	5795	7	6402	21.06.1999	25.06.1999	4
8	11789	04.11.1999	10.11.1999	7652	9	1139	26.01.2000	01.02.2000	0
10	5750	21.05.2001	28.05.2001	3990	11	9540	25.08.2003	29.08.2003	
12	12865	02.11.2004	08.11.2004	6/2532430	13	1916	11.02.2005	17.02.2005	7/27
14	6518	15.05.2007	22.05.2007	8/3941612	15	12933	09.10.2007	15.10.2007	7/41
16	10197	06.08.2008	12.08.2008	7/4609196	17	12738	06.10.2008	10.10.2008	7/46
18	14419	26.08.2010	01.09.2010	8/5794398	19	9912	21.06.2012	26.06.2012	0/67
20	11103	28.06.2013	03.07.2013	0/954503	21		Complément	19.12.2013	0/72

JOURNAL		PUBLICATION FOSC		Réf.	JOURNAL		PUBLICATION FOSC	
Numéro	Date	Date	Page/Id		Numéro	Date	Date	Page/Id
10678	25.06.2014	30.06.2014	0/1582113	23	16786	08.10.2014	13.10.2014	0/1765297
21198	19.12.2014	24.12.2014	0/1902989					

Genève, le 11 février 2015



Extrait de l'original

Cet extrait est un extrait certifié conforme, signé et muni du sceau du registre, a une valeur légale.

**APOSTILLE**  
 (Convention de la Haye du 5 octobre 1961)

1. Pays: Suisse

Le présent acte public

2. a été signé par M. Thierry Hepp.

3. agissant en qualité de Proposé

4. est revêtu du sceau/timbre de RC, Genève.

5. à Genève

Attesté **11 FEV. 2015**

6. le .....



4563

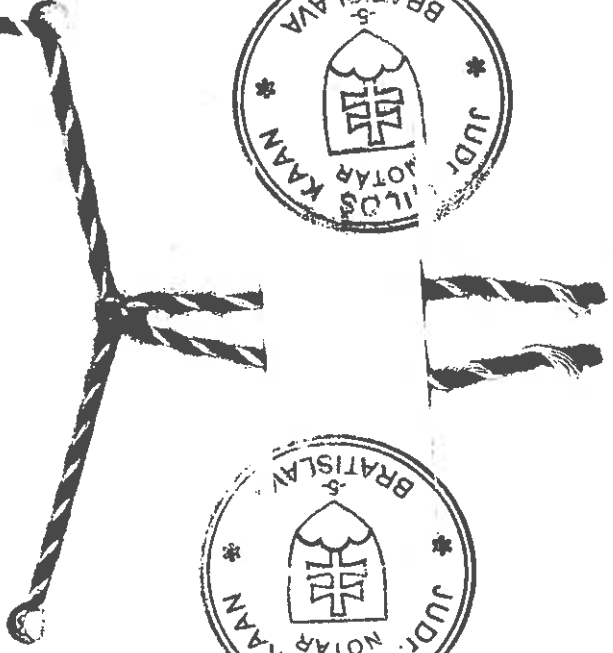
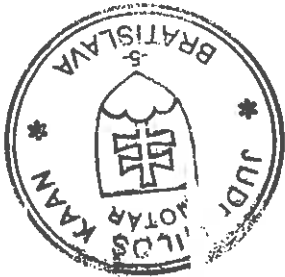


Andrea GIL FERNANDEZ



24-03-2015

Toto je práva kúpna listina, ktorou sa doslova zjeduje a týmto  
z prôpisom pozostávajúca z..... strán  
NOTAR VYKONANÍM UKONU NEOSVEDČUJE  
PRAVDIVOSŤ SKUTOČNOSTI UVAZVANÝCH  
V LISTINE ( § 57 ods.3 Not. Por.).  
V Bratislave.....





115 Boulevard de Waterloo  
BE - 1000 Brüssel  
Tel. 02/552.27.43  
Fax. 02/552.27.82  
E-mail : cjc-csr@just.fgov.be  
Datum : 02/03/2015  
Unser Aktenzeichen : 20150302-198



Gesehen beim Föderalen Öffentlichen Dienst Justiz zur  
Legalisation der Unterschrift von *Joannes S*  
Brüssel, den **02 MARS 2015**  
Der beauftragte Beamte,  
*LETTELIER JOSIANE* [Redacted]

## AUSZUG AUS DEM STRAFREGISTER

Name : **CARNOY  
DOMINIQUE ALBERT PASCAL MARIE GHISLAIN**

Geburtsdatum : **28/03/1959**

Geburtsort : **LOUVAIN**

Adresse : Avenue de l'Horizon 53  
1150 WOLUWE-SAINT-PIERRE  
BELGIEN

Staatsangehörigkeit: **BELGIEN**

Aktenzeichen : **x**

Motiv : **Ausschreibung**

Anfrage code : **PAR595**

Beantragt durch : **ihn selbst  
BOULEVARD DE WATERLOO 80  
1000 BRUESSEL**

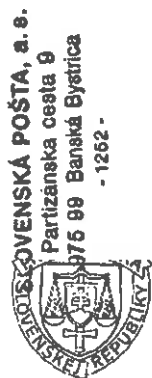


### Keine Eintragung im Strafregister am 02/03/2015

Beglaubigter Auszug übereinstimmend mit den Eintragungen des Zentralstrafregisters,  
Den Leiter des Zentralstrafregisters,

[Redacted Signature]

JOANNES SABINE  
Casier Judiciaire Central  
Central Strafregister



## Register trestov Generálnej prokuratúry Slovenskej republiky

Kvetná 13, 814 23 Bratislava

Číslo žiadosti	Kód RT	Počet	Dátum a čas
9819-20150409-801283-011-1-4	AI03KAEKA2I0	1	09.04.2015 17:10

### Výpis z registra trestov

(§ 10 ods. 1 až 11 zákona č.330/2007 Z. z. o registri trestov)

Výpis sa vydáva na základe žiadosti osoby s nižšie uvedenými údajmi.

#### Žiadateľ (osobné údaje):

Meno:	Rudolf	Miesto narodenia:	Poprad
Priezvisko:	Čevela	Štát narodenia:	Slovenská republika
Podné priezvisko:	Čevela	Štátne občianstvo:	slovenské
Dátum narodenia:	29.12.1962	Číslo OP/pasu:	EA594410
Podné číslo:	621229/6057		
Pohlavie:	Muž		

#### Záznam registra trestov:

Vykázaný počet záznamov: 0

**Nemá záznam v Registri trestov GP SR**

Strana 1 z 1



Poplatok bol uhradený prostredníctvom IOM.

pečiatka a podpis zodpovedného pracovníka



Slovenská pošta, a.s.  
Partizánska cesta 9  
97599 Banská Bystrica  
IČO: 36631124, OR OS BB,  
oddiel Sa, vložka č. 803/S

## Osvedčovací doložka k žiadosti č.: 9819-20150409-801283-011-1-4

### Osvedčovací doložka údaje

Počet listov/strán výstupu: 1/1

Doložka osvedčuje: Výpis z registra trestov

Na základe žiadosti bol vydaný elektronický odpis povinnej osoby podpísaný jej zaručeným elektronickým podpisom podľa zákona 275/2006 Z.z., ktorý bol prevedený do listinnej podoby a opatrený touto osvedčovací doložkou pracoviskom IOM Slovenskej pošty. Listinná podoba výstupu sa doslovne zhoduje s údajmi uvedenými v elektronickom odpise. Osvedčený výstup je zapísaný v evidencii osvedčujúcej osoby pod poradovým číslom: 9819-20150409-801283-011-1-4-1.

Dátum vyhotovenia: 09.04.2015

Miesto vyhotovenia: Bratislava 28

Čas vyhotovenia el. odpisu: 17:19:24

Meno zamestnanca Slovenskej pošty, a.s.:  
Monika Sztranyovszká

POŠTA, a. s.  
Partizánska cesta 9  
97599 Banská Bystrica  
IČO: 36631124

Podpis osvedčujúcej osoby  
a odtlačok pečiatky

Печат с текст:  
„СЛОВЕНСКА ПОЩА“ АД  
ул. „ПАРТИЗАНСКА ЦЕСТА“ № 9  
975 99 БАНСКА БИСТРИЦА

Превод от словашки език

Бюро по съдимост към Генералната прокуратура на Словашката република  
ул. „Кветна“ № 13, 814 23 Братислава

Молба №	Код RT	Екз. №	Дата и час
9819-20150409-801283-011-1-4	A103KAЕКА210	1	09.04.2015 в 17:10 ч.

### Свидетелство за съдимост

(по § 10, ал. 1 до 11 от Закона за Бюрото по съдимост, обнародван в ДВ на СР под № 330/2007)

Свидетелството се издава по молба на лицето със следните данни:

#### Молител (лични данни):

Име:	Рудолф	Месторождение:	Попрад
Фамилия:	Чевела	Държава:	Словашка република
По баща:	Чевела	Гражданство:	словашко
Дата на раждане:	29.12.1962	Л.к./паспорт №:	EA594410
ЕГН:	621229/6057		
Пол:	мъжки		

#### Данни от Бюрото по съдимост:

Брой осъждания: 0

Съгласно данните в Бюрото по съдимост  
към Генералната прокуратура на Словашката република

**ЛИЦЕТО НЕ Е ОСЪЖДАНО.**

Страница 1 от 1

Подписът не се чете

Печат с държавния герб и текст:

ГЕНЕРАЛНА ПРОКУРАТУРА НА СЛОВАШКАТА РЕПУБЛИКА  
БЮРО ПО СЪДИМОСТ  
БРАТИСЛАВА

Таксата е платена чрез ЮМ.

Печат и подпис на длъжностното лице



„СЛОВЕНСКА ПОЩА“ АД  
ул. „Партизанска цеста“ № 9  
975 99 Банска Бистрица  
ИН: 36631124, Търг.рег. в РС Банска Бистрица  
книга: Са, ф.д. № 803/5

## Заверка за вярност към молба № 9819-20150409-801283-011-1-4

**Заверка на верността на данните:**

Брой листове/страници: 1/1

**Заверка на документ: Свидетелство за съдимост**

В отговор на молбата Ви е издадено удостоверение, подписано от съответното длъжностно лице с помощта на квалифицирания му електронен подпис съгласно Закона, обнародван в ДВ на СР под № 275/2006. Хартиената форма на удостоверението е изготвена и заверена в ИОМ на „Словенска поща“ АД, като това е вписано в Регистъра за заверки на лицето, извършило заверката, под № 9819-20150409-801283-011-1-4-1.

**Дата:** 09.04.2015

**Място:** Братислава 28

**Точен час:** 17:19:24

**Служител на „Словенска поща“ АД**  
Моника Страниовска

*Подписът не се чете*

*Печат с текст:*

*„СЛОВЕНСКА ПОЩА“ АД  
ул. „ПАРТИЗАНСКА ЦЕСТА“ № 9  
975 99 БАНСКА БИСТРИЦА*

**Печат и подпис на лицето,  
извършило заверката**

*Печат с текст:*

**„СЛОВЕНСКА ПОЩА“ АД**  
ул. „ПАРТИЗАНСКА ЦЕСТА“ № 9  
975 99 БАНСКА БИСТРИЦА

*Печат с текст:*

**„СЛОВЕНСКА ПОЩА“ АД**  
ул. „ПАРТИЗАНСКА ЦЕСТА“ № 9  
975 99 БАНСКА БИСТРИЦА

## PREKLADATEĽSKÁ DOLOŽKA

Preklad listiny: Výpis z registra č. A103KAЕКА210 zo slovenského -jazyka do bulharského jazyka v rozsahu 3 str. som vypracovala ako prekladateľka zapísaná v Zozname znalcov, tlmočníkov a prekladateľov, ktorý vedie Ministerstvo spravodlivosti Slovenskej republiky v odbore *Slovenský jazyk - bulharský jazyk*, evidenčné číslo prekladateľa 970903.

Prekladateľský úkon je zapísaný pod poradovým číslom 101/2015 prekladateľského denníka č. 1/2015.  
Za prekladateľský úkon a vzniknuté náklady účtujem podľa vyúčtovania na základe dokladu č. 101/2015.

Bratislava, 13.04.2015 r.



Prekladateľ: ..... (podpis)  
Mgr. Eli Vanyova Kanova

\*\*\*

## ДЕКЛАРАЦИЯ НА ПРЕВОДАЧА

Подписаният/та: маг. Ели Ваньова Канова, в качеството си на заклет/съдебен преводач, включен под № 970903 в Регистъра на вещите лица и преводачите на Министерството на правосъдието на Словашката република, със специалност *Словашки език - български език*, удостоверявам верността на извършения от мен превод от словашки на български език на прилож. документ: Свидетелство за съдимост № A103KAЕКА210.

Преводът се състои от 3 стр. и е записан под № 101/2015 в Регистъра за преводи № 1/2015.  
За извършения превод и възникналите разходи таксувам съгласно документ № 101/2015.

Братислава, 13.04.2015 г.



Преводач: ..... (подпис)  
маг. Ели Ваньова Канова