

**SERVICES AGREEMENT
ON EXECUTIVE SEARCH**

between

RB Rail AS

and

SIA Executive Search Baltics

No 8/2018-48

Contract registration number:	No 8/2018-48
CEF ¹ Agreement No INEA/CEF/TRAN/M2014/1045990	A34
Procurement Identification No:	RBR 2018/20

Dated 25 July 2018

¹ Grant Agreement under the Connecting Europe Facility (CEF)

SERVICES AGREEMENT

Riga, 25 July 2018

This Services Agreement ("**Agreement**"), inclusive of all of its Annexes hereto, is entered into in Riga, on 25 July 2018 by and between:

RB Rail AS, registration No 40103845025, legal address: K. Valdemāra iela 8-7, Riga, LV-1010, Latvia (the "**Company**"), represented by its Management Board Member Kaspars Rokens and Management Board Member Ignas Degutis, acting on the basis of the Power of Attorney No 9/2018-6 (dated 26/03/2018), on the one side,

and

SIA Executive Search Baltics, registration No 40003443522, legal address: Smilšu iela 18, Riga, LV-1050, Latvia (hereinafter, the "**Contractor**"), represented by its Management Board Member Viesturs Lieģis, on the other side,

each individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

(A) This Agreement is entered into within the framework of the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialize the Rail Baltic / Rail Baltica railway – a new fast conventional double track electrified railway line according to TSI INF P2-F1 criteria and European standard gauge (1435mm) on the route from Tallinn through Pärnu-Rīga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas – Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;

(B) The Company has organized the procurement on "Executive Search Services" identification No RBR 2018/20, ("**Procurement**"), in which the Contractor's procurement proposal to the Customer's assignment for the search of candidates for the joint venture RB Rail AS Chief Executive Officer, Chairperson of the Management Board position in Estonia, Lithuania, Latvia, Finland and Poland ("**Proposal**") was selected as the winning bid;

(C) This Agreement is co-financed from the Connecting Europe Facility (CEF) Agreement No INEA/CEF/TRAN/M2014/1045990.

NOW, THEREFORE, the Parties hereby enter in to this Agreement on the general contractual terms and conditions as follows:

1. SUBJECT MATTER OF AGREEMENT

1.1. The Company assigns, and the Contractor undertakes, in accordance with the terms and conditions of this Agreement, to provide the Service for the purposes of the Global Project with the objective of ensuring provision and performance of all Deliverable ("**Deliverable**") more fully identified in Annex A (*Scope of Service*) attached to this Agreement subject to the terms of this Agreement and the Proposal, and the Contractor accepts such engagement.

1.2. The Contractor shall provide the Services with its own resources, materials and technical means in accordance with the Scope of Service (Annex A), Time Schedule (Annex B) and the Proposal (Annex D).

1.3. The Company undertakes to pay for the Services provided by the Contractor in compliance with the terms and conditions of this Agreement.

2. FEES AND PAYMENT

2.1. In consideration of the Service performed pursuant to this Agreement, the Company shall pay the Contractor a remuneration in the total amount set forth in Annex B (*Fee and Payment Schedule*) ("**Service Fee**") which shall be split into separate instalments and be payable by the Principal to the Contractor according to the Schedule set forth in Annex B (*Fee and Payment Schedule*) and after Deliverable or Milestone is confirmed by the Company and the Contractor by signing the Acceptance Note.

2.2. The Service Fees shall include all and any costs of the Contractor (and its sub-contractors) related to the performance of the Services (including those that have not been expressly provided for in the Proposal),

including, but not limited to work organization expenses, material expenses, transportation and purchase costs, operating expenses, personnel costs, taxes (including social security contributions), other out-of-pocket expenses, the expenses regarding the organisation of the press-conferences, etc.

2.3. The Company shall make the payment of the Fees within thirty (30) days upon signing of the respective Acceptance Note (in according with Section 4 of this Agreement) and receipt of the invoice from the Contractor. The Acceptance Note signed by the Company and the Contractor, confirming the compliance of the Services rendered with the terms and conditions of the Agreement and requirements of the Company, shall constitute a pre-condition for issuing a respective invoice of the Contractor. For the avoidance of any doubt, the Company shall not be required to pay any amount with respect to any invoice in the absence of an Acceptance Note duly signed by both Parties.

2.4. The Contractor shall send the invoice to the Company electronically to the following e-mail address: invoices@railbaltica.org. The Company shall review the invoice to verify whether it contains all necessary requisites.

2.5. The Contractor's invoices shall contain the following Contractor's details and details about the Agreement:

Contractor	SIA „Executive Search Baltics“
Registration No	40003443522
VAT payer's No	40003443522
Address	Smilšu iela 18, Riga, LV-1050, Latvia
Name of Bank	Swedbank AS
Bank Code	HABALV22
Bank Account No	LV30HABA0001408046155
Subject:	For provided services according to the Service Agreement No 8/2018-48 (CEF ² Contract No INEA/CEF/TRAN/M2014/1045990, Activity No 34, Activity Manager: Vija Vītola

2.6. The Company reserves the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement or other deduction of any kind if the nature of such set-off, retention, counterclaim, abatement or other deduction arises from this Agreement and the obligations of the Contractor provided herein (i.e. in cases of accrued contractual penalty amounts etc.). If the Company uses the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement or other deduction of any kind, then the Company so notifies to the Contractor no later than on the date of the respective payment stating the amount, the grounds and the basis on the Company uses its right to set-off, retention, counterclaim, abatement or other deduction.

2.7. The Company makes payments in by money transfer to the Contractor's account mentioned in Clause 2.5 of the Agreement. The moment of payment of the invoice corresponds to the date, when the Company gives instructions to the credit institution where it holds its account to transfer the payable amount to the account of the Contractor.

3. OBLIGATIONS OF PARTIES

3.1. The Contractor shall, at all times during the term of effectiveness of this Agreement, act in good faith towards the Company in respect of all matters under the Agreement.

3.2. The Contractor shall:

3.2.1. in performing its obligations under this Agreement, exercise reasonable professional skill, diligence and care as may be expected of a properly qualified and competent person carrying out services of a similar size, nature, type and complexity;

3.2.2. provide the Services in accordance with the Scope of Service (Annex A) and the Proposal, timely and autonomously, in good quality and with such accuracy that one can expect from a decent and proper contractor;

² Grant Agreement under the Connecting Europe Facility

- 3.2.3.ensure that all personnel engaged toward the provision of Services are competent in accordance with relevant industry standards and are qualified to perform their duties efficiently;
- 3.2.4.immediately inform the Company in writing on any circumstances that may delay or interfere with due and timely provision of the Services;
- 3.2.5.provide answers, within the term specified by the Company, to the Company's questions posed in respect of performance of the Services under this Agreement;
- 3.2.6.at all times during the term of this Agreement and in performing the Services, ascertain and comply with all applicable laws;
- 3.2.7.comply, where applicable, with all reasonable requirements and requests of the Company in respect of the Services, not otherwise expressly provided for in this Agreement;
- 3.2.8.remove and rectify, free of charge and within the term specified by the Company, any defects and non-compliances that have been discovered and notified to the Contractor by the Company;
- 3.2.9.to cooperate with the Company, its shareholders and third parties;
- 3.2.10.to comply with EU Visibility Requirements (Section 5 of this Agreement).
- 3.3. The Contractor shall be fully responsible for the proper performance of all its obligations under this Agreement, and any act, failure to act, breach or negligence on the part of its sub-contractors or staff shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Contractor.
- 3.4. The persons involved in the performance of the Agreement by the Contractor whose qualification has been evaluated and accepted by the Company within the framework of the Procurement may be replaced with other persons only upon respective written prior consent of the Company. The Company is entitled to object and refuse its consent to such replacement if the qualification of such person is not equal or better to the qualification of the person who is replaced.
- 3.5. The Contractor agrees that any other activities and obligations undertaken by the Contractor will be managed so as not to materially interfere with the Contractor's obligations to the Company under this Agreement.
- 3.6. The Company shall pay the Service Fee for the Services that have been provided duly in accordance with the terms of this Agreement.
- 3.7. Upon respective request by the Contractor, the Company shall duly provide answers to the Contractor's questions posed in respect of performance of the Services under this Agreement, as well as render the Contractor information required by the Contractor for the provision of the Services under this Agreement, provided that such information is at the disposal of the Company.
- 3.8. The Company shall be entitled at any time to control, at its own expense, the performance of the Agreement by the Contractor.
- 3.9. The Contractor shall perform a repetitive recruitment procedure free of charge in case:
- 3.9.1.the Company has not selected any of the candidates suggested by the Contractor for the vacancy;
- 3.9.2.the recruited candidate refuses to conclude the authorisation agreement or is not signing the authorisation agreement for longer period as one (1) month after the Company has offered he/she to sign the authorisation agreement;
- 3.9.3.the authorisation agreement with the recruited candidate is terminated or recruited candidate refuses authorisation within the twelve (12) months period after signing.
- 3.10. The Company has the rights to participate in the provision of the Services, make recommendations and proposals, give instructions to the Contractor regarding the provision of the Services.

4. DELIVERY AND ACCEPTANCE OF SERVICES

- 4.1. Within five (5) business days following the completion of the Services, the Contractor shall deliver to the Company the Acceptance Note signed by the Contractor.
- 4.2. The Company shall review the Acceptance Note not later than within ten (10) business days as of the receipt thereof but no earlier as received acceptance from the Supervisory Board of the Company and sign the Acceptance Note thereby confirming the compliance of the Services rendered with the Agreement and

requirements of the Company or raise objections in respect to the Services rendered. The objections must be expressed in writing and communicated to the Contractor by electronic mail or other means of communication.

4.3. The Parties acknowledge that in order the Company could sign the Acceptance Note with respect to any Deliverable, the Deliverable must prior be approved by the Supervisory Board of the Company.

4.4. The Company shall be entitled to refuse to accept the Services or its part if the Company discovers that the Services or its part has not been rendered, has been rendered incompletely or in poor quality or is incompliant with the terms of the Agreement ('Defects').

4.5. Upon discovery of any Defects, or upon receipt by the Contractor of a notification of Defects from the Company, the Contractor shall have three (3) calendar days to remedy free of charge the Defects, irrespective of the nature of such Defects.

5. VISIBILITY REQUIREMENTS

5.1. The Contractor is obliged to comply with the following visibility requirements:

5.1.1. Any reports, brochures, other documents or information connected with Services which the Contractor produces and submits to the Company, any other third person or makes publicly available must include the following:

5.1.1.1. a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltica is co-financed by the European Union's Connecting Europe Facility";

5.1.1.2. (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;

5.1.1.3. the European Union flag;

5.1.2. Requirements set in Sections 5.1.1.1 and 5.1.1.3 can be fulfilled by using the following logo:



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Connecting Europe Facility

5.1.3. If the Contractor shall use this logo, the Contractor shall ensure that elements of the logo will not be separated (the logo will be used as one whole unit) and enough free space around the logo shall be ensured;

5.1.4. The Contractor is obliged to comply with the latest visibility requirements set by the European Union. For that purpose, the Firm shall follow the changes in the visibility requirements on its own. On the date of conclusion of this Agreement the visibility requirements are published on the following website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

6. ON-THE-SPOT VISITS

6.1. By giving a written notice five (5) business days in advance, but in case of an unannounced check without an advance notice, the Company may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.

6.2. On-the-spot visits may be carried out either directly by the authorised staff of the Company or by any other outside body authorised to do so on behalf of the Company. Information provided in the framework of on-the-spot visits shall be treated on confidential basis. The Company shall ensure that any outside body authorised shall be bound by the confidentiality obligation.

6.3. Contractor shall provide to the performer of the on-the-spot visit or any other outside body authorised access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other outside body authorised for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other outside body authorised copying of the information and documents, with due respect to the confidentiality obligation.

6.4. By virtue of Council Regulation (Euratom, EC) No 2185/961 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/20132 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

7. TECHNICAL, LEGAL AND FINANCIAL CHECKS AND AUDITS

7.1. By giving a written notice five (5) business days in advance, but in case of an unannounced check or audit without an advance notice, the Company may carry out technical, legal and financial checks and audits in relation to the implementation of the Agreement.

7.2. Checks and audits may be carried out either directly by the authorized staff of the Company or by any other outside body authorised to do so on Company's behalf.

7.3. Information and documents obtained in the framework of checks or audits shall be treated on a confidential basis. Company shall ensure that its staff and any outside body authorised by the Company be bound by the confidentiality obligation.

7.4. Contractor shall provide to the performer of the check or audit or any other outside body authorised access to all the information and documents, including information in electronic format, which is requested by the performer of the check or audit or any other outside body authorised for the performance of the check or audit and which relates to the implementation of the Agreement, as well as shall allow the performer of the check or audit or any other outside body authorised by it copying of the information and documents with due respect to the confidentiality obligation

8. MAINTENANCE OF RECORDS

8.1. During the term of the Services and during ten (10) years from expiration or termination of this Agreement for any reason whatsoever, the Contractor shall keep and maintain clear, adequate and accurate records and documentation evidencing, to the reasonable satisfaction of the Company, each of the following:

8.1.1.the amount of time (rounded up to thirty (30) minutes) actually spent by personnel of the Contractor and personnel of each sub-contractor toward performance of any of the works forming part of the Services;

8.1.2.the fact that the Services have been and are being carried out in accordance with applicable laws and good industry practices and, to the extent applicable; and

8.1.3.title or license of the Contractor with respect to any object code forming part of or embedded in Contractor's software used in the performance of the Services.

8.2. The period set out in the Section 8.1 shall be longer if there are -going audits, appeals, litigation or pursuit of claims concerning the financing issues. In such cases the records shall be kept until such audits, appeals, litigation or pursuit of claims are closed.

9. VALIDITY, TERM AND TERMINATION OF AGREEMENT

9.1. The Agreement shall enter into force upon signing by both Parties and shall remain in force until due performance of obligations by the Parties.

9.2. The Parties may terminate the Agreement at any time upon signing of the respective mutual written agreement.

9.3. Notwithstanding anything to the contrary contained in this Agreement, a Party may terminate this Agreement immediately upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the following:

9.3.1.an event of Force Majeure has been continuing during more than 60 (sixty) days;

9.3.2.the other Party had passed a resolution for winding-up (other than in order to amalgamate or reconstruct);

9.3.3.breach by the Contractor any of the confidentiality undertakings contained in Section 13;

9.3.4.the other Party is unable to pay its debts and has presented a petition for voluntary bankruptcy;

9.3.5.the other Party had a bankruptcy order issued against it;

9.3.6.the other Party has a provisional receiver or administrative receiver appointed over the whole or a substantial part of its undertaking or assets;

9.3.7.liquidation, insolvency or legal protection proceedings have been initiated with respect to the other Party or the other Party is declared insolvent;

9.3.8.the making by the other Party of a proposal for a voluntary arrangement with creditors; or

9.3.9.the occurrence of any event analogous to the events enumerated under Clauses 9.3.6 – 9.3.8 under the law of any jurisdiction to which the other Party's assets and undertaking are subject.

9.4. The Company is entitled to terminate this Agreement unilaterally with immediate effect upon giving a written notice of termination to the Contractor:

9.4.1.if CEF Co-financing for further financing of the Services are not available to the Company. In such case the Company shall provide explaining, in reasonable detail, the reason for termination and the Company shall pay the Contractor the fees in respect of the Services provided under this Agreement up to the date of the notification of the termination of this Agreement and the Company is not obliged to pay contractual or any other penalty or damages to the Contractor;

9.4.2.upon occurrence of any of the provisions mentioned in the Article 64 of the Public Procurement Law. In such case the Company shall provide explaining, in reasonable detail, the reason for termination and the Company shall pay the Contractor the fees in respect of the Services provided under this Agreement up to the date of the notification of the termination of this Agreement and the Company is not obliged to pay contractual or any other penalty or damages to the Contractor;

9.4.3. if is not possible to execute the Agreement due to the application of international or national sanctions, or European Union or North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market.

9.5. The right to terminate this Agreement shall be without prejudice to any other right of the Company which has accrued prior to or as a result of such termination or to any remedy available to the Company under the terms of this Agreement or in accordance with the law.

9.6. The Company shall be entitled to terminate the Agreement unilaterally by having notified the Contractor in writing ten (10) calendar days in advance also if the Contractor is in breach of its contractual obligations or liabilities, and the Contractor has not eliminated the breach within five (5) days from receipt of respective written notice from the Company, or in other term set by the Company.

9.7. In case of early termination of the Agreement the Parties shall draft and mutually sign a special deed on actual volume and value of Services provided. The Company shall approve the Services to the extent completed and compliant with the Agreement. The Company shall pay to the Contractor for the Services provided on the basis of duly drafted and mutually signed deed. The Company is entitled to withhold from the payment the contractual penalties accrued.

10. FORCE MAJEURE

10.1. Each Party shall be relieved from liability for non-performance of its obligations under this Agreement to the extent that the Party is not able to perform such obligations due to a Force Majeure event.

10.2. A Force Majeure event shall include natural disasters, war, and any type of war operations, siege, epidemic, and other circumstances of extraordinary nature, which are beyond reasonable control of the Parties and which the Parties could not foresee during fulfilment of the Agreement.

10.3. Each Party shall at all times, following the occurrence of a Force Majeure event:

10.3.1.take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;

10.3.2.resume performance of its obligations affected by the Force Majeure event as soon as practicable and use reasonable endeavours to remedy its failure to perform.

10.4. Upon the occurrence of a Force Majeure event, the affected Party shall notify the other Party as soon as reasonably practicable and in any event within three (3) business days of it becoming aware of the relevant Force Majeure event.

10.5. The affected Party shall notify the other Party as soon as practicable once the performance of its affected obligations can be resumed (performance to continue on the terms existing immediately prior to the occurrence of the Force Majeure event).

11. NOTICES, COMMUNICATION AND REPRESENTATIVES

11.1. All notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be deemed given if delivered personally, or by courier service, or mailed by registered or certified mail (return receipt requested), postage prepaid, or by electronic mail to the addresses of the Parties indicated in this Agreement.

11.2. Either Party shall be entitled to change its address for purposes of this Section 11 by notice to the other Party. A notice of a change of address shall be effective only upon receipt thereof.

11.3. Each Party shall appoint an officer, employee or individual to serve as its representative towards supply or receipt of the Services with full authority to act on its behalf in connection with this Agreement (the "Representatives"):

11.3.1. The Company: Vija Vitola, e-mail: vija.vitola@railbaltica.org;

11.3.2. The Contractor: Viesturs Lieģis, e-mail: viesturs.liegis@amrop.com

11.3.3. Any restriction placed by either Party on its Representative's authority shall be notified to the other Party in writing in order to be effective. The Representatives may delegate their authority by notice in writing specifying the identity of the delegate and specifying the scope of authority so delegated.

12. LIABILITY

12.1. If the Contractor fails to perform or deliver any of the Services in accordance with this Agreement (including the terms and condition of Annex A), or the Proposal and such failure of the Contractor is not attributable to the Company and its fault, the Contractor shall pay the Company a contractual penalty in the amount of 1 % (one per cent) of the total Service Fee for the Services per every day of delay or breach of the Agreement. The total amount of the contractual penalty per each occurrence of delay or breach cannot exceed ten per cent (10%) of the total Service Fees for the Services.

12.2. If the Company fails to make payments that are due under this Agreement, the Company shall pay to the Contractor a contractual penalty in the amount of 1 % (one per cent) of the outstanding amount for each business day of delay, but not exceeding ten per cent (10%) (ten per cent) of the sum of the delayed payment.

12.3. Payment of the contractual penalty shall not release the Parties from due performance of their obligations under this Agreement and applicable statutory laws.

12.4. The Parties are reciprocally liable for breaches of obligations under this Agreement and the damages caused to the other Party.

12.5. Notwithstanding anything to the contrary set forth in this Agreement, in no circumstances shall the Contractor or Company be liable to one another for any loss of production, loss of profit, loss of revenue, loss of contract, liability incurred under other agreements (with the exception of costs paid by the Company to contractors appointed by the Company in relation to the Services or the Global Project) or any indirect or consequential loss arising out of or in connection with this Agreement. The Contractor's total liability for the Services carried out under this Agreement shall in no circumstances exceed EUR 500 000,00 (five hundred thousand euros).

12.6. The Company requires joint and several liabilities for the execution of the Agreement between the Contractor and a person on whose capabilities the Contractor is relying (mentioned in the Annex E *List of Approved Persons and Staff on Whose the Contractor Relies on*).

13. CONFIDENTIALITY

13.1. 'Confidential Information' means in relation to the Company all information of a confidential nature relating to the Company which is supplied by the Company (whether before or after signing this Agreement) to the Contractor, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, computer files, memoranda and other documents which contain or otherwise reflect or are derived from such information, but excludes information which:

13.1.1 the Company confirms in writing is not required to be treated as confidential; or

13.1.2 the Contractor can show that the Confidential Information was in its possession or known to it (by being in its use or being recorded in its files or computers or other recording media) prior to receipt from the

Company and was not previously acquired by the Contractor from the Company under an obligation of confidence; or

13.1.3 was developed by or for the Contractor at any time independently of this Agreement.

13.2. Subject to the provisions of Clauses 13.1 and 13.3, the Contractor shall:

13.2.1 at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other person; and

13.2.2 procure that its affiliates and the respective officers of the Contractor and its affiliates as well as their employees and agents shall keep confidential and not disclose to any person any Confidential Information, except with the prior written consent of the Party to which such Confidential Information relates.

13.3. Notwithstanding anything to the contrary set forth in accordance with Clauses 13.1 and 13.2, the Contractor shall, without the prior written consent of the Company, be entitled to disclose Confidential Information:

13.3.1 that is reasonably required by the Contractor in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, contractor, agent, officer, sub-contractor (of any tier) or adviser to the extent necessary to enable the Contractor to perform its obligations under this Agreement;

13.3.2 to its lenders or their professional advisers, any rating agencies, or its insurance advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;

13.3.3 to the extent required by applicable law or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;

13.3.4 to register or record any necessary consents and to affect any property registration that may be required;

13.3.5 in order to fulfil its license obligations or assist in the planning or execution of other maintenance, renewal or enhancement projects; or

13.3.6 to the extent Confidential Information has become available to the public other than as a result of any breach of an obligation of confidence; provided that any such disclosure is made in good faith.

13.4. Whenever disclosure is permitted to be made pursuant to Clause 13.3, the Contractor shall require that the recipient of Confidential Information be subject to the same obligation of confidentiality as that contained in this Agreement.

13.5. If this Agreement is terminated for whatsoever reason, the Contractor shall have an obligation to do all of the following:

13.5.1. return to the Company all of the Confidential Information then within the possession or control of the Contractor; or

13.5.2. destroy such Confidential Information using a secure and confidential method of destruction.

13.6. The Contractor shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.

13.7. For the avoidance of doubt, the Company and any of the Beneficiaries and Implementing Bodies (Annex F) shall have the right to publish any of the documents, information or data provided by the Contractor to the Company during provision of the Service.

13.8. The Parties acknowledge and agree that a breach of the provisions of this Clause 13 may cause the owner of Confidential Information to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Contractor agrees that the owner of Confidential Information that is disclosed in breach of Clauses 13.1., 13.2, 13.4 or 13.6 may be entitled to specific performance of those provisions to enjoin a breach or attempted breach thereof and to any other remedy, including, inter alia, damages and injunctive relief, awarded by a court of competent jurisdiction.

14. Processing of Data

14.1. Within the framework of the Agreement, Amrop processes personal data of employees-natural persons and personal data of candidates issued by the Client.

14.2. Controller of Candidates' personal data is Amrop. If the Client transfer Amrop personal data of employees so that Amrop includes them in the range of candidates, Amrop is the controller of personal data. If the Client transfer personal data of employees for the purpose of employees' assessment or other purposes not related with selection of candidates, Amrop is the processor, but Client – the Controller.

14.3. Answers to questions that have arisen for client's employees in relation to the processing of data of natural persons at Amrop, are solved by the Client. Amrop is not obliged to provide answers to the requests of data subjects if not special request is received from the Client.

14.4. Data of natural persons which are processed by Amrop, and the roles, purposes and grounds of processing are set in Table 1 to this Agreement.

14.5. If the Client refuses to provide such data of natural persons which are required for conclusion or performance of this Agreement, Amrop may refuse to conclude this agreement with the Client.

14.6. Amrop processes the data of clients' employees in accordance with Client's instructions and upon its assignment. If Amrop has a statutory obligation to process personal data, it shall inform the Client about this obligation in Table 1 to this Agreement.

14.7. Amrop ensures that its employees and other persons who access personal data of Client's employees in Amrop assignment comply with the confidentiality liabilities referred to in article 13 of this Agreement.

14.8. When processing the personal data of Client's employees, Amrop shall comply with such technical and organizational requirements that are reasonable with the aim of performance of this Agreement and privacy degree of personal data of Client's employees.

14.9. Amrop is entitled to involve third parties in processing personal data of Client's employees. Amrop is obliged to ensure that the Subprocessors of personal data of Client's employees comply with the provisions of this Agreement.

14.10. Amrop shall cooperate with the Client in implementation of General Data Protection Regulation as to data of Client's employees as far it is permitted by the form of personal data available to Amrop and information provided by the client.

14.11. Amrop provides the Client with all applicable information about the performance of personal data protection measures prescribed in this Agreement as to Client's employees. The Client can perform the audit of personal data protection measures of Amrop once a calendar year at its account.

15. GOVERNING LAW AND RESOLUTION OF DISPUTES

15.1. Any disagreements or disputes arising between the Parties concerning performance of the liabilities as per the Agreement shall be resolved by way of mutual negotiations. The agreement between the Parties shall be documented in writing.

15.2. Should the Parties fail to reach an agreement, any disputes shall be settled in the courts of the Republic of Latvia according to the laws of the Republic of Latvia.

16. MISCELLANEOUS PROVISIONS

16.1. All documentation forming part of the Deliverables developed under this Agreement is and shall become the property of the Company regardless of whether the Service or Deliverable is produced or finally accepted. It is acknowledged and agreed by the Parties that the Company is permitted to reproduce the drawings and distribute the prints and other data in any forms in connection with the use or disposition of the documentation without incurring obligation to pay any royalties or additional compensation whatsoever to the Contractor.

16.2. The Company shall acquire legal title to and ownership in the intellectual property in all documentation Deliverable to the Company under this Agreement as of the moment of delivery by the Contractor to the Company of the Acceptance Note, together with the Deliverable and documentation forming part of the Deliverable of this Agreement; provided, however, that the Company has paid the Service Fee or other consideration payable under the terms of this Agreement with respect to the relevant part of the Service or Deliverable. For the avoidance of any doubt, such title and ownership shall confer upon the Company, without limitation, each of the following:

16.2.1.the right to reproduce the documentation, or any part thereof, and distribute copies of the documentation or any part thereof;

16.2.2.the right to modify, amend and supplement the documentation, or any part thereof;

16.2.3.the right to licence the documentation, or any part thereof, for use by others; and

16.2.4.the right to transfer ownership in the documentation, or any part thereof, to others.

16.3. It is acknowledged and agreed by the Parties that consideration for the transfer of ownership in the intellectual property shall be forming part of Service Fee and no additional royalty, fee or other consideration of any kind shall be payable by the Company to the Contractor or any third party in consideration of the transfer of ownership in the intellectual property in any documentation.

16.4. Each Party warrants to the other Party that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on its behalf has been duly authorized and empowered to enter into such agreement. Each Party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

16.5. The Contractor shall not without the prior written consent of the Company assign any of the rights or benefits from the Agreement, provided that the consent by the Company shall not be unreasonably withheld or delayed. Neither Party shall assign any of the obligations under the Agreement without the prior written consent of the other Party.

16.6. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under applicable laws, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

16.7. No waiver by either Party of any default by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default, irrespective of the character of such default. No failure or delay by either Party in exercising any of its rights, power or privileges under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by that Party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

16.8. The Annexes to this Agreement shall constitute an integral part of this Agreement. In the event of any discrepancies between this Agreement and any of the Annexes, the terms of this Agreement shall prevail. In the event of any discrepancies between this Agreement or its Annexes and the Proposal, the terms of this Agreement (or its Annexes) shall prevail. In the event of any discrepancies between the Annexes, the terms of the Proposal shall prevail.

16.9. If the final day of a time period referred to in this Agreement is Saturday, Sunday or a holiday prescribed by law of Republic of Latvia, the following working day shall be considered the final day of the time period.

16.10. The Agreement may be amended by written agreement between the Parties. Amendments and supplements to the Agreement shall be valid only when they have been prepared in writing and signed by the Parties; they shall be enclosed to this Agreement and become an integral part of it. If any of the provisions of the Agreement become void, it shall not affect other provisions of the Agreement.

16.11. The Parties shall timely notify the changes of billing details, legal addresses or representatives.

16.12. This Agreement, and all of the Annexes hereto, constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior and contemporaneous drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

16.13. No amendment to or variation of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both Parties.

16.14. This Agreement has been signed in two (2) identical copies, one copy for the Company and one for the Contractor.

Annex A – Scope of Service, nine (9) pages;

Annex B – Fee and Payment Schedule, on one (1) page;

Annex C – Time Schedule, on one (1) page

Annex D – Proposal of the Contractor, on nine (9) pages;

Annex E – List of Approved Persons and Staff on Whose the Contractor Relies on one (1) page;

Annex F – Beneficiaries and Implementing Bodies, on one (1) page;

Annex G – Contractor declaration, on two (2) pages.