



FRAMEWORK AGREEMENT
ON THE PROVISION OF
INSURANCE RELATED CONSULTATION SERVICES

between

RB Rail AS

("Company")

and

SIA "MARSH"

("Contractor")

RBCR-RBR-AGR_FR-Z-00012

Company's Agreement registration No. 1.19/LV-2025-35-1

Contractor's Agreement registration No. [.]

Procurement procedure identification No. RBR 2025/6

Riga

2025



**Co-funded by
the European Union**

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SERVICE AGREEMENT ON THE PROVISION OF INSURANCE RELATED CONSULTATION SERVICES

This Agreement is entered into in Riga, on the date of the time stamp of the last affixed qualified electronic signature, by and between:

RB Rail AS, a joint stock company registered in the Commercial Register of Latvia with registration No. 40103845025, legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the "Company"), represented by [..], on the one side,

and

SIA "MARSH", a limited liability company registered in the Commercial Register of Latvia with registration No. 40003602206, legal address at Roberta Hirša iela 1, Riga, LV-1045 (the "Contractor"), represented by [..], on the other side,

(the Company and the Contractor referred to as the "Parties" and separately – as the "Party").

WHEREAS:

- (A) this Agreement is entered into under the Rail Baltica 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 commercialise the Rail Baltica railway – a new fast conventional electrified railway line with European standard gauge (1435mm) along the route across the three Baltic States, connecting Warsaw, along with related railway infrastructure, in accordance with the agreed route, technical parameters and time schedule (the "Global Project");
- (B) the Company has organised a procurement procedure "Insurance Related Consultation Services" (identification No RBR 2025/6) (the "Procurement Procedure") where the tender proposal submitted by the Contractor (the "Contractor's Proposal") was selected as the winning bid;
- (C) This Agreement is co-financed from the Connecting Europe Facility funding instrument ("CEF") and other recently signed grant agreements or future grant or financing agreements to be signed;

THEREFORE, the Parties agree as follows:

1. DEFINITIONS, INTERPRETATION AND ORDER OF PRECEDENCE

- 1.1. Definitions. In this Agreement, unless the context requires otherwise, the following definitions shall have the following meaning:
 - 1.1.1. "Acceptance Deed" means a deed of acceptance substantially in the form of Annex E: "Acceptance Deed Form".
 - 1.1.2. "Annex" means any of the annexes enclosed to this Agreement and listed in Clause 1.3 of the Agreement.
 - 1.1.3. "Agreement" means this Agreement together with all its Annexes; whenever in the Agreement there is a reference to the Agreement, it includes a reference to all its Annexes, and reference to specific Annex following the reference to the Agreement is without prejudice to it.
 - 1.1.4. "Applicable Laws" means any legislative act, regulation, decree, order, ordinance, statute, treaty, directive, judgment, or other legislative measure applicable to the Agreement, the Services, the Parties, etc., including but not limited to, Public Procurement Law of the Republic of Latvia.
 - 1.1.5. "Approved Experts" means persons listed in Annex A: "Approved Experts and Approved Sub-Contractors" to the Agreement which meet the requirements referred to in the Procurement Regulations under Clause 8.4. and the Technical Specification under Section 3, and who will perform their tasks in accordance with the requirements of the Agreement (including the Contractor's Proposal).
 - 1.1.6. "Approved Sub-Contractor" any person or organisation listed in Annex A: "Approved Experts and Approved Sub-Contractors" to the Agreement which meets the requirements referred to in

Procurement Regulations and which is in a contractual relationship with the Contractor to provide a part of the Services.

- 1.1.7. "Assignment" means the specific instance of the Service that is procured by the Company in accordance with Clause 4.1 the Agreement.
- 1.1.8. "Assignment Order" means an agreement between the Company and the Contractor for the implementation of an Assignment in accordance with the form (as may be adjusted from time to time by the Company) in Annex D: "Assignment Order Form".
- 1.1.9. "Business day" means any day except Saturday, Sunday and any day which is a public holiday in the Republic of Latvia.
- 1.1.10. "CEF" as defined in the Preamble of the Agreement.
- 1.1.11. "Company" as defined in the above list of the parties to the Agreement.
- 1.1.12. "Company's Representative" person/s indicated in Clause 9.4(a) of the Agreement or other persons who have been authorised to act as the Contractor's representatives in accordance with Clause 9.4 of the Agreement.
- 1.1.13. "Completion Date" as defined in Clause 4.6(a) of the Agreement.
- 1.1.14. "Confidential Information" as defined in Clause 11.1 of the Agreement.
- 1.1.15. "Contractor" as defined in the above list of the parties to the Agreement.
- 1.1.16. "Contractor's Proposal" as defined in the Preamble of the Agreement and enclosed in Annex B: "Contractor's Proposal" to the Agreement.
- 1.1.17. "Contractor's Representative" person/s indicated in Clause 9.4(b) of the Agreement or other persons who have been authorised to act as the Contractor's representatives in accordance with Clause 9.4 of the Agreement.
- 1.1.18. "Corrective Period" as defined in Clause 14.2 of the Agreement.
- 1.1.19. "Cure Period" as defined in Clause 4.3 of the Agreement.
- 1.1.20. "Damages" any cost, claim, damage, demand, loss, expense or liability incurred by the relevant Party.
- 1.1.21. "Defect" means any error, fault, omission, defect or other non-compliance of the Deliverable or the Services with the requirements of the Agreement, the Request for Assignment, the Assignment Order, the Applicable laws or the Good Industry Practice.
- 1.1.22. "Deliverable" means a set of information, material, drawings, records, documents, licenses, other items, performance of various tasks, fulfilment of technical requirement, activities, etc. which the Contractor is required to deliver within the set time period to the Company as part of the provision of the Assignment.
- 1.1.23. "Documentation" means all documents, records, correspondence, and files of the Contractor, its employees, engineers, consultants, Approved experts, etc. created, developed, subsisting or used in relation to the Deliverable and/or the Assignment.
- 1.1.24. "Fees" as defined in Clause 5.1 of the Agreement.
- 1.1.25. "Force Majeure Event" means any event which meets all the following criteria:
 - (a) It is an event that cannot be avoided and whose consequences cannot be overcome;
 - (b) It could not be foreseen at the time when the Agreement was concluded;
 - (c) It was not caused by the act of the affected Party or a person under its control;
 - (d) It makes it impossible to fulfil the obligation arising from the Agreement.

For example, these events could be considered as Force Majeure Events if they meet the criteria defined above (this list is not exhaustive):

- (a) an act of the public enemy or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration, or sabotage;
- (b) an act of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;

- (c) a natural disaster or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
 - (d) nuclear, chemical or biological contamination, epidemic or pandemic (except for COVID-19 pandemic);
 - (e) strike, lockout or other industrial action other than involving the Company or the Contractor.
- 1.1.26. "Global Project" as defined in the Preamble of the Agreement.
- 1.1.27. "Good Industry Practice" means, in relation to the performance of any activity to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably be expected to be exercised by a properly qualified and competent person engaged in carrying out Services or services of a similar size, nature, scope, type and complexity, complying with the Applicable Laws.
- 1.1.28. "Intellectual Property" as defined in Clause 10.1 of the Agreement.
- 1.1.29. "Milestone" means deadline for submission of the Deliverables, or any other term referred to in the Agreement relating to the provision of the Services which either Party is required to comply with.
- 1.1.30. "Objection Notice" as defined in Clause 4.6(b) of the Agreement.
- 1.1.31. "Party" or "Parties" as defined in the above list of the parties to the Agreement.
- 1.1.32. "Person" includes any person, company, body corporate, government, state or agency of a state or any association or partnership (whether or not it is separate legal person).
- 1.1.33. "Procurement Procedure" as defined in the Preamble of the Agreement.
- 1.1.34. "Procurement Regulations" means the main document governing the Procurement Procedure (RBCR-PRC-XX-XX-RGL-Z-00019).
- 1.1.35. "Representatives" as defined in Clause 9.4 of the Agreement.
- 1.1.36. "Right of Partial Acceptance" as defined in Clause 14.8 of the Agreement.
- 1.1.37. "Services" as defined in Clause 2.1 of the Agreement.
- 1.1.38. "Signing Date" means the date on which this Agreement is signed by the Parties as indicated above or, if signed with electronic signature, the date indicated on the timestamp of the last electronic signature affixed to the Agreement.
- 1.1.39. "Technical Specification" means Annex No 1 "TECHNICAL SPECIFICATION" to the Procurement Regulations that is attached to the Agreement as Annex C: "Technical Specification".
- 1.1.40. "Term" as defined in Clause 3.3 of the Agreement.
- 1.1.41. "Terms of Engagement" means additional provisions applicable to the extent they do not conflict with the other provisions of the Agreement and/or Applicable Laws. Terms of Engagement are attached to the Agreement as Annex G: "Terms of Engagement".
- 1.1.42. "Total Value" as defined in Clause 3.2 of the Agreement.
- 1.1.43. "Variations" as defined in Clause 13.1 of the Agreement.
- 1.2. Interpretation.
 - (a) The headings contained in this Agreement shall not be used in its interpretation.
 - (b) References to the singular shall include references in the plural and vice versa and words denoting natural persons shall include any other Persons.
 - (c) References to a treaty, directive, regulation, law or legislative provision shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment of the respective treaty, directive, regulation, law or legislative provision at any time then in force and to all subordinate legislation enacted from time to time.
 - (d) Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, approval or agreement shall be construed such that the relevant consent, approval or agreement shall not be unreasonably delayed or withheld.

- (e) A reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form.
- (f) The words "include" and "including" are to be construed without limitation.
- (g) Unless indicated otherwise, all references to "days" shall mean calendar days.

1.3. Annexes. The Agreement contains the following Annexes:

- 1.3.1. Annex A: "Approved Experts and Approved Sub-Contractors";
- 1.3.2. Annex B: "Contractor's Proposal";
- 1.3.3. Annex C: "Technical Specification";
- 1.3.4. Annex D: "Assignment Order Form"
- 1.3.5. Annex E: "Acceptance Deed Form";
- 1.3.6. Annex F: "Non-disclosure Undertaking Form";
- 1.3.7. Annex G: "Terms of Engagement".

1.4. Order of precedence. In the event of any discrepancy or inconsistency between the documents forming part of this Agreement, the following order of precedence shall apply:

- (a) The body text of the Agreement document (page 1 (one) to 22 (twenty-two));
- (b) Company's explanations (clarifications) in relation to the Procurement Procedure documentation (provided during the Procurement Procedure);
- (c) the Technical Specification;
- (d) other Procurement Procedure related documents with annexes that were prepared by the Company;
- (e) all other Annexes of the Agreement, except those separately listed in this Clause;
- (f) clarifications of the Contractor's Proposal;
- (g) the Contractor's Proposal;
- (h) the Terms of Engagement.

2. SERVICES

- 2.1. Services. The subject matter of this Agreement is various insurance related consultation services indicated in Section 2 of the Technical Specification (the "Services"), which each time before the start of their performance will be further detailed and specified in each respective Request for Assignment and Assignment Order.
- 2.2. On-Demand Basis. Any Services under the Agreement shall be provided on demand basis and under the Agreement the Contractor is not entitled to any fixed (promised) overall value for the Services to be performed.
- 2.3. Framework. The purpose of the Agreement is to define the terms and conditions under which the Contractor may be engaged to provide the Services to the Company. The Agreement is a framework agreement and does not impose an obligation whatsoever on the Company to engage the Contractor to provide the Services. This Agreement entitles the Contractor to be awarded with the provision of the Assignment directly by the Company at the full discretion of the Company.
- 2.4. Scope of the Services. The scope of the Services covers all measures, including those not explicitly listed in the Agreement required for due performance of the Assignments and provision of the Deliverables in accordance with the terms and conditions of the Agreement. When achievement of the above results is not possible without performance of a measure not explicitly listed in the Agreement (including Technical Specification and other Annexes), then performance of such a measure is considered as contractual obligation of the Contractor according to the Agreement. Such measures include, but are not limited to:
 - 2.4.1. interviews with the Company's executives, officers, employees, consultants etc.;
 - 2.4.2. obtaining of data, studies, other information etc. from the Company and the third Persons, if needed;
 - 2.4.3. preparation of necessary documents including reports;
 - 2.4.4. taking other measures required for due provision of the Services and performance of the Agreement.

- 2.5. Assignment Orders. For every Assignment which is entrusted to the Contractor pursuant to Clause 4.1 of the Agreement, a separate Assignment Order will be signed by the Parties. Each Assignment Order together with this Agreement shall form a single agreement between the Parties for the fulfilment of the specific Assignment. The provisions of this Agreement constitute an integral part of each Assignment Order. In the event of any inconsistency between the provisions of this Agreement and the Assignment Order, the Agreement shall prevail.
- 2.6. Cancellation of Assignment Order. The Company is entitled to cancel any Assignment Order or Assignment (entirely or partly) by notifying the Contractor's Representative. If such notice is issued before commencement of the respective Assignment, the Company shall have no liability towards the Contractor with respect to such cancellation. If such notice is issued after the commencement of the respective Assignment, the Parties shall in good faith agree on compensation to the Contractor of the already incurred direct costs and expenses of the Contractor in relation to such already commenced Assignment, and the Company shall pay such compensation when agreed. Such compensation shall not exceed the total amount of the Fee payable with respect to such already commenced Assignment.
- 2.7. Co-operation. The Parties shall cooperate with one another to fulfil their respective obligations under this Agreement. Parties shall endeavour to maintain good working relationships among all key personnel engaged toward provision of the Services.

3. TOTAL VALUE AND TERM OF AGREEMENT

- 3.1. Entry into force and expiry. The Agreement enters into force on the Signing Date and expires once the Parties have fulfilled all of their contractual obligations arising out of this Agreement unless the Agreement is terminated earlier pursuant to the provisions of the Agreement.
- 3.2. Total Value. The total value of that may be spent on the Services is EUR 40 000,00 (forty thousand euros, 00 cents), excluding VAT (the "Total Value"). The Total Value does not in any way bind the Company to procure the Services through this Agreement for the entirety of the Total Value or any other guaranteed amount.
- 3.3. Term. The term of the Agreement is 48 (forty-eight) months starting on the Signing Date or until the Total Value has been reached, whichever comes first (the "Term"). In case the Total Value has not been reached, yet the initial 48 (forty-eight) months term has passed, then the Term can be further prolonged for an additional 1 (one) year, provided that, even in such case, the Total Value may not be exceeded.
- 3.4. Expiry of the Terms. After the expiry of the Term or once the Total Value has been reached, no more new Assignment Orders can be concluded. The Agreement expires once all of the existing Assignment Orders are fully completed by the Contractor and approved by the Company and the Parties have fulfilled their contractual obligations arising out of this Agreement.

4. ORDERING, DELIVERY, ACCEPTANCE OF ASSIGNMENT AND RECTIFICATION OF DEFECTS

- 4.1. Ordering of the Services. Fulfilment of each of the Assignment shall be ordered pursuant to the following procedure:
- The Company shall invite the Contractor to submit an offer to carry out the respective Assignment by having its Representative to send an e-mail to the Contractor's Representative specifying the scope of the Services needed, i.e., description of results (Deliverable), information on planned required hours, if relevant, Milestones and any other material issues as may be relevant (the "Request for Assignment");
 - The Request for Assignment shall be deemed received on the same day it is sent to the e-mail address of the Contractor's Representative;
 - Upon receipt the Request for Assignment the Contractor must respond with an offer within 3 (three) Business days after the Request for Assignment is sent. If such term is too short for the Contractor to provide a qualified response, the Contractor must notify the Company in advance and agree on a date by which a response will be provided. The proposal to implement the Assignment should not exceed the proposed prices (hourly rates) under the Contractor's Proposal;
 - Upon receipt of an offer from the Contractor, the Company has the right to request additional explanations, calculations, and other information that the Company deems necessary, and the

- Contractor is obliged to respond to such requests immediately, but not later than within 2 (two) Business days. All the information that the Contractor must prepare in order to make a proper offer to the Request for Assignment, shall be prepared free of charge;
- (e) In case the Company deems it necessary, before or after submitting the Request for Assignment, the Contractor shall ensure that a meeting is arranged to meet the needs of the Company. After each meeting, meeting minutes must be prepared by the Contractor within 3 (three) Business days after meeting if requested by the Company.
 - (f) Once all the information required by the Company is received, the Company, by informing the Contractor in writing via e-mail, shall be entitled:
 - (i) to accept the Contractor's offer and request that the respective Assignment Order is signed. In such case, the Contractor shall not be entitled to withdraw from the bid submitted and the execution of the respective Assignment; or
 - (ii) to cancel specific Request for Assignment upon its sole discretion without giving any reason. In such case, the Company is not obliged to pay the Contractor any contractual penalty, damages or any other payments related to the Request for Assignment.
 - (g) For avoidance of doubt, all decisions related to the Requests for Assignment must be documented in writing (including in electronic format). No verbal agreements will be considered valid. The Contractor may commence provision of the Services only after the Assignment Order is mutually signed.
- 4.2. Language and copies. The Contractor shall ensure that, depending on a need, the Deliverables as well as other Documentation are prepared in high quality English, Latvian, Estonian or Lithuanian language (at the C2 level, based on Common European Framework of Reference for Languages (as explained in <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)) using appropriate terminology, and the Contractor shall in this respect ensure proof reading by a person proficient in the use of the English language and undertake other relevant measures prior to submission of the Deliverables (or their drafts) or the Documentation.
- 4.3. Defects and Cure Period. During and after the provision of the Services concerned: (i) the Company shall notify the Contractor of each Defect found in the performance of the Services within reasonable term after the Defect is identified by the Company; (ii) the Contractor notify the Company of each Defect found in the performance of the Services within 24 (twenty-four) hours after the Defect is identified by the Contractor. The Contractor shall, at the Contractor's cost, remedy all of the Defects within 5 (five) Business day after the Contractor is aware of the existence of the Defects, unless the fulfilment of the relevant Assignment request more rapid action or where the Parties have agreed on a different time limit for the rectification of the Defects (the "Cure Period").
- 4.4. Failure to remedy Defects. In the event of inability or failure by the Contractor to remedy the Defect within the Cure Period, the Company shall be entitled, at the sole and exclusive discretion of the Company, to do any of the following:
- (a) allow the Contractor an additional time period for remedying the Defect, such time period to be determined in the sole discretion of the Company,
 - (b) remedy the Defect at own cost of the Company (including by means of relying on the services of a third Person) and demand reimbursement by the Contractor of costs incurred by the Company,
 - (c) withdraw from the request to provide particular Assignment in connection with which the Defects are noted but not rectified. For the sake of clarity, If the Company exercises the right of withdrawal referred to in this sub-clause, the Company will not be obliged to pay anything for the provision of such Assignment,
 - (d) terminate the Agreement according to Clause 14.1 of the Agreement.
- 4.5. Acceptance of the fulfilment of the Assignments. Upon completing the Assignment (or, if so envisaged under the respective Assignment Order, the part of the Assignment), the Contractor shall issue to the Company a signed acceptance deed substantially in the form of Annex E: "Acceptance Deed Form" to the Agreement (the "Acceptance Deed"). The Acceptance Deed must include information on the Deliverables and, where applicable, adequate supporting Documentation and other information relevant to the Deliverables completed. After receipt of the Acceptance Deed, the Company will conduct a review process indicated in the Clause 4.6 of the Agreement.
- 4.6. Review of the Deliverables. The Company shall review the finalized Deliverable within 5 (five) Business days from the date of receipt of the Acceptance Deed in order to make sure that the respective

Deliverable complies with the requirements of the Agreement and the Company does not have objections against the quality of the delivered Deliverable. After the Deliverable is reviewed, the Company either:

- (a) accepts the Deliverable by signing the Acceptance Deed if no reasons for rejection of the Acceptance Deed exist and deliver the signed Acceptance Deed to the Contractor. The date the Company accepts and signs the Acceptance Deed shall constitute the "Completion Date" with respect to the relevant Deliverable; or
- (b) rejects the Deliverable or the Services and issues to the Contractor a written notice (the "Objection Notice") setting out in reasonable detail any Defect or reason for the rejection, thus initiating the Cure Period and the Defects remedy period pursuant to Clause 4.3.

4.7. Completion of Deliverables after Objection Notice. After the Defects specified by the Company in the Objection Notice have been remedied, the Contractor shall issue to the Company a second signed Acceptance Deed as per the procedure specified in Clause 4.5 of the Agreement and the Company shall perform the review as generally provided for in Clause 4.6, and:

- (a) in the event no further reasons for objection to the second Acceptance Deed exist, then the Defects remedy procedure is concluded and the provisions of Clause 4.6(a) are to be applied; or
- (b) in the event the Company rejects the submitted second Acceptance Deed, it shall give a second Objection Notice, thus simultaneously continuing the Defects remedy procedure with the possibility for the Company, at its own discretion, to exercise its rights under Clause 4.4 of the Agreement.

4.8. Objection Notice and contractual penalty. For the avoidance of any doubt, issuance of the Objection Notice shall not relieve the Contractor from the obligation to pay any contractual penalty in accordance with the provisions of Clause 15.2 or to pay Damages in accordance with the provisions Clause 15.3 of this Agreement.

4.9. No waiver. The Company's review or acceptance of the Deliverables provided or any payments made under this Agreement shall not be interpreted or construed to operate as a waiver of any right or cause for action under this Agreement.

4.10. Meetings. During execution of the Assignment Order, the Company, free of extra charge, shall have a right to convene online meetings with the Contractor to discuss matters relevant to the fulfilment of the Assignment Order. The time of such meetings shall be within the sole discretion of the Company. The Contractor undertakes to act in good faith and reasonably cooperate with the Company with respect to the holding of and participating in any meetings. If requested by the Company, the Contractor shall record meetings (also online meetings) between Parties and prepare meeting minutes within 5 (five) Business days after each meeting. All meeting minutes shall be confirmed by the Company.

4.11. Circumstances affecting performance. Each Party shall have an obligation to promptly notify the other Party in writing of any event or circumstances capable of impeding the proper or timely performance of its respective obligations under this Agreement.

4.12. Impediments and delays. If timely performance of the Services is affected due to impediments or delays caused by the Company or any third Persons engaged by the Company:

- (a) the Contractor shall promptly notify the Company of the circumstances and probable effects of such impediment or delay on the performance of the Services (if not notified in timely manner, the Contractor shall lose its right to make any claim in this respect); and
- (b) the Parties shall in good faith discuss such allegation of the Contractor, and, if agreed, the duration of the Services (including the term for delivery of any pending Deliverable) shall be extended by the number of days directly affected by such impediment or delay.
- (c) the Company shall not be obliged to pay contractual or any other penalty, damages, or compensation to the Contractor.

5. FEE AND PAYMENTS

5.1. Fees. In consideration of the provided Services and subject to signing of the Deed of Acceptance, the Company undertakes to pay the Contractor a fee in the amount set forth in the Assignment Orders (the "Fee"). The amount of particular Fee is to be calculated on the basis of hourly rates which do not exceed the hourly rate specified by the Contractor in the Contractor's Proposal. The Assignment Order

may specify whether the Fee is paid upon full or partial completion of the Assignment Order, whether the Fee is split into separate instalments or is paid as a single lump sum payment, etc.

- 5.2. VAT. The Fees exclude value added tax (“VAT”) that will be charged at the rate applicable by the Applicable Laws at the time of invoicing.
- 5.3. Compliance with tax obligations. It is acknowledged and agreed by the Parties that the Fees shall include all taxes and duties payable by the Contractor in the consequence of provision of the Services, except VAT. The Contractor shall, at the sole cost and expense of the Contractor, comply with the obligation to pay all taxes and duties relevant to the provision of the Services in accordance with Applicable Laws. In addition, the Contractor shall assume all risks associated with the payment or obligation to pay such taxes and duties, if any. The Contractor assumes all risks associated with the possible increase in the amount of payable taxes or duties.
- 5.4. All-inclusive. Unless otherwise agreed in the Assignment Order, the Fee shall always be the all-inclusive consideration for the duly provided Services, i.e., the Fee shall include reimbursement of all and any expenditure incurred by the Contractor toward performance of any steps, actions or measures contemplated in accordance with this Agreement and/or Assignment Order (including, without limitation, meetings with the Company, travel costs if needed, necessary materials, programs used, personnel, office facilities etc.). The Contractor agrees and acknowledges that it shall have no right to request reimbursement by the Company of any additional expenditure whatsoever as may have been incurred toward provision of the Services contemplated by this Agreement unless reimbursement of such additional expenditure has been explicitly identified in the Agreement or agreed between the Parties in writing in the respective Assignment Order.
- 5.5. Payments, costs, and commissions. Payment of the Contractor's invoices will be made in euro by bank transfer within 30 (thirty) days after the compliant invoice is received, provided that Services for which invoice is issued are accepted by the Company. The Company shall reject the invoice or at any point suspend the payment deadline if: (i) the Services for which invoice is issued are not accepted by the Company, (ii) invoice supporting documents are missing, (iii) the invoice is incorrect, or (iv) the Company has to make further checks to verify details of the invoice. In such case the Company must notify the Contractor of the suspension and the reasons for it. After the reason for suspending the payment deadline is rectified, the suspension will be lifted, and the remaining payment period will resumed. Each Party shall bear its own costs, fees, commissions and expenses incurred in connection with the transfer of any funds under this Agreement to the other Party.
- 5.6. Invoice details. The Contractor's invoices shall contain the following details:

The Contractor's firm name:	SIA “MARSH”
The Contractor's Registration No:	40003602206
The Contractor's VAT payer No or indication that the Contractor is not a VAT payer:	LV40003602206
The Contractor's legal address, city, Zip code, country:	Roberta Hirša iela 1, Rīga, LV-1045
Legal name of the Contractor's Bank:	[.]
Bank SWIFT Code:	[.]
Bank Account No IBAN:	[.]
The Company's name and VAT No:	RB Rail AS LV40103845025
Subject:	For provided services according to Assignment Order No [●]
Specific information for the Company:	Name of the Company's Representative and, if requested by the Company, CEF references and/or any other information related to the provision of the Services.

- 5.7. Invoicing. Each invoice must state the amount of Fee payable, brief description of the Services provided and information on the completion time of the Services provided. The Contractor shall send the invoice to the Company electronically to the following e-mail address: [..]. In case payment for the

Services will be made from more than one financing source, and upon the Company's request, the Contractor shall issue separate invoices corresponding to the amounts financed from the financing source as indicated by the Company. The Parties agree to recognize as valid and payable invoices prepared electronically without the "signature" part of the details area.

- 5.8. Set-offs. The Company shall have the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement, or other deduction of any kind that arises from this Agreement and from the obligations of the Contractor provided herein. 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 notifies the Contractor no later than on the due date of the respective payment stating the amount, the grounds and the basis for the use of the right to set-off, retention, counterclaim, abatement or other deduction or other right.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. Certain representations and warranties of the Parties. Each Party represents and warrants to the other Party, as of the Signing Date, as follows:
- (a) it has full power 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;
 - (b) it has read this Agreement, understands it and agrees to be bound by it;
 - (c) it has entered into this Agreement with the aim of attaining all of the objectives and performing in all material respects all of the obligations and commitments herein set forth;
 - (d) it has entered into this Agreement without having any intention or goal whatsoever to violate the Applicable Laws, its own articles of association, other constitutional documents, laws or agreements of any kind to which it is a party to;
 - (e) it is not bankrupt and is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, it is not in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws of the country where it is registered and submits its tax accounts; and
 - (f) it has entered into this Agreement of its own volition and in good faith.
- 6.2. Certain representations and warranties of the Contractor. The Contractor represents and warrants to the Company, as of the Signing Date, as follows:
- (a) it has all requisite qualification, skills and competence to perform the Services on the terms and conditions of this Agreement;
 - (b) it holds and will hold for the entire term of the Agreement all requisite accreditations, recognitions, licenses, permits, approvals and consents necessary under the Applicable Laws to enable performance by the Contractor of the Services;
 - (c) it has all requisite ability to ensure the highest quality of the Services;
 - (d) it will assign competent and duly qualified personnel to carry out the Services according to the highest professional standards and the Good Industry Practices;
 - (e) it is not deemed to be a person associated with the Company in the light of the Applicable Laws;
 - (f) it has been registered as a VAT payer in Latvia;
 - (g) The Contractor is aware that the applicable laws of Latvia prescribe certain instances when payments to non-residents are subject to a withholding tax (for instance, in case of management and consultancy services), and the Company will be obliged to make such withholdings with the following exception. No withholdings will be made if the Contractor (before the Company will be obliged to make any payment under the Agreement) will provide all necessary information and documents (including, where relevant, a residence certificate confirmed by the competent authority of the Contractor's country of residence and the Latvian State Revenue Service) allowing to make an exemption from such withholding pursuant to the terms of the applicable laws of Latvia and international conventions or agreements between Latvia and the Contractor's country of residence;

- (h) it is compliant with all of the requirements of the “Supplier and Sub-Contractor Code of Conduct”¹ and “Supplier’s Declaration”² and will continue to be compliant with all such requirements during the term of this Agreement;

7. CONTRACTOR’S OBLIGATIONS AND COVENANTS

- 7.1. Standard of performance. Without prejudice to the requirements prescribed elsewhere under the Agreement, the Contractor shall:
- 7.1.1. ensure that all actions taken by the Contractor, the Services provided, and the Deliverables transferred comply with:
 - (i) the specifications and requirements contained in the Agreement and Procurement Regulations;
 - (ii) the Applicable Laws;
 - (iii) reasonable requirements, comments or specific instructions of the Company as well as the requirements under the agreements in relation to or binding to the Company (including, but not limited to CEF, inter-governmental agreements, etc.);
 - (iv) to the extent not being contrary to any of the above, the terms and conditions contained in the Contractor’s Proposal;
 - (v) the Good Industry Practices.
 - 7.1.2. carry out the Services and develop and provide the Deliverables in a conscientious, diligent, expeditious, proper, workmanlike and impartial manner;
 - 7.1.3. use its best efforts, skill and experience in provision of the Services and development of the Deliverables;
 - 7.1.4. allocate qualified and suitable key personnel devoting such time as is reasonably required to fulfil the Contractor’s duties hereunder;
 - 7.1.5. ensure that whenever required under this Agreement, the Applicable Laws or upon receipt of a separate request from the Company, the Deliverables, presentation materials etc. under or in relation to this Agreement features logos or other requisites pertinent to the Global Project, including, without limitation, reference to the fact that the Global Project is financed under the auspices of CEF;
- 7.2. Maintenance of records. During the term of the Services and for a period of 10 (ten) years (or, at the Contractor’s discretion, longer) 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, that the Services have been carried out in accordance with the Agreement. In case of on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case of correction of systemic or recurrent errors, irregularities, fraud or breach of obligations, the records shall be kept and maintained longer.
- 7.3. Access to documentations. At all times during the term of the agreement, the Company’s representative or auditor shall have access to all documentation related to the Services provided. This access shall be continuing and survive the termination of this Agreement for either cause or convenience. The documentation shall be kept accessible in a generally recognized format for a period of 10 (ten) years from the date of expiration or termination of this Agreement. All records forming part of such Documentation shall be available to the Company’s auditor, or expert appointed by the Company during the abovementioned period of time.
- 7.4. Right to sub-contractors and staff. In carrying out the Services, the Contractor may rely only on the services of the Approved Sub-Contractors and the Approved Experts. In this respect:
- 7.4.1. The list of the Approved Sub-Contractors and the Approved Experts indicated in Annex A: “Approved Experts and Approved Sub-Contractors” to the Agreement may, from time to time,

¹ “Supplier and Sub-Contractor Code of Conduct” can be found here: https://www.railbaltica.org/wp-content/uploads/2024/04/RBGL-RBR-STN-Z-00003_1.0_Suppl.Sub-Contr.Code-of-Conduct.pdf

² “Suppliers Declaration” can be found here: https://www.railbaltica.org/wp-content/uploads/2024/04/RBGL-RBR-TPL-Z-00005_1.0_Supplier-Declar.Template.pdf

be modified or supplemented always subject to a prior written consent of the Company and in accordance with the terms and subject to the criteria contained in the Applicable Laws.

- 7.4.2. The Contractor shall have an obligation to notify the Company in writing of any changes to Approved Sub-Contractor or the Approved Experts data occurring during the term of this Agreement and of the required information for any new Approved Sub-Contractors or the Approved Experts which it may subsequently engage toward provision of the Services.
- 7.4.3. The Contractor shall obtain a prior written consent of the Company for the replacement of each Approved Sub-Contractor or each Approved Expert or involvement of any additional persons. Review and evaluation of the replacement of Approved Sub-Contractors or Approved Experts shall be carried out, and the consent or refusal to give consent shall be rendered by the Company in accordance with Applicable Laws (in particular, Article 62 of the Public Procurement Law of the Republic of Latvia).
- 7.4.4. The Contractor shall retain the complete responsibility for the proper performance of all of its obligations under this Agreement, and any act, failure to act, breach, or negligence on the part of any of its Approved Sub-Contractors or the Approved Experts or other Persons involved by the Contractor shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Contractor itself.
- 7.4.5. The Contractor shall be responsible for the work of the Approved Experts and ensure that the Company has free access to the Approved Experts during the Company's working hours with response time being reasonable.
- 7.4.6. The Contractor shall ensure that all Approved Experts are fully available with respect to the Services until the end of the Service provision. The Contractor shall ensure that the Approved Experts participate in provision of the Services, including during preparation of Deliverables and the meetings with the Company as requested by the Company from time to time.
- 7.4.7. The Contractor must replace any Approved Experts involved in the performance of the Service if requested by the Company and supported by the reasons such as repeated careless performance of duties, incompetence or negligence, non-fulfilment of obligations or duties stipulated in the Agreement, as well as other reasons prescribed under the Agreement.
- 7.5. No conflicting activity. Except with the Company's knowledge and express written permission, the Contractor shall not engage in any activity or accept any employment, other agreement, interest, or contribution that would reasonably appear to compromise the Contractor's professional judgment and performance with respect to the provision of Services and/or the Global Project. In performing the Services, the Contractor shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Services is compromised for reasons involving economic interest, political or national affinity, family, or emotional ties or any other shared interest.
- 7.6. Information furnished by Company. The Contractor shall be entitled to rely on the accuracy and completeness of information furnished by the Company. The Contractor shall provide prompt written notice to the Company if the Contractor becomes aware of any errors, omissions, or inconsistencies in the information provided by the Company or in the preparation of the Deliverables or provision of the Services.
- 7.7. Reporting. Unless the Parties agree otherwise during the performance of the Agreement, the Contractor shall:
 - (a) use reasonable endeavours to provide any information and status updates as may be reasonably requested by the Company at any time; and
 - (b) report on any changes to the Annexes of this Agreement which the Contractor considers may be needed in order to fulfil the objectives set out in the Agreement (in any case, any change to the above-mentioned documentation can be made only pursuant to this Agreement, if agreed by Parties, and, if the proposed changes are compliant with the Applicable Laws).
- 7.8. NDU. After the Signing Date, the Company will have the right to request that the persons involved in the execution of the Services on the Contractor's side sign the non-disclosure undertaking substantially in the form of Annex F: "Non-disclosure Undertaking Form" to the Agreement prior to any information is handed over to such persons, and it will be the Contractor's responsibility to ensure that such non-disclosure undertaking are signed and submitted to the Company.

8. COMPANY'S OBLIGATIONS AND COVENANTS

- 8.1. Supply of information. Unless otherwise provided under this Agreement, the Company shall, in a timely manner, provide to the Contractor any information as may reasonably be requested by the Contractor for the purposes of the Services, provided that the Company is in possession of such information.
- 8.2. Review of Documentation. The Company shall examine Documentation as may be submitted by the Contractor for review by the Company toward completion of the Services.
- 8.3. Decisions. On all matters properly referred to it in writing by the Contractor, the Company shall give its decision in writing so as not to delay the provision of Services and within a reasonable time.

9. COMMUNICATION

- 9.1. Main principles. Communication under the Agreement (e.g., information, requests, submissions, formal notifications, day-to-day communication, etc.) must:
 - (a) be carried out in high quality English (verbal communication skills not lower than the C1 level and written English language skills at the C2 level, based on Common European Framework of Reference for Languages (as explained in <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>));
 - (b) be primarily made in writing (including electronic form);
 - (c) be primarily carried out between the Representatives as specified in Clause 9.4 or otherwise notified to each other;
 - (d) as far as reasonably possible, bear the Agreement's number.
- 9.2. Presumption of receipt. Notices, declarations, invoices etc. shall be deemed received:
 - (a) if delivered by hand, on the first (1) Business day following the delivery day;
 - (b) if sent by post, on the fifth (5) Business day after the date of posting;
 - (c) if sent by e-mail, the same Business day if sent prior to 17:00 o'clock and the next Business day if sent after 17:00 o'clock (Eastern European Time); communication by e-mail is deemed made when it is sent by the sending Party to the receiving Party, unless the sending Party receives a message of non-delivery.
- 9.3. Exchange over internet. For the purposes of the performance of the Agreement, the Parties may agree that information (including Documents and Deliverables, etc.) may be exchanged electronically over the internet, always complying with the IT security requirements, if any, determined by the Company. Notwithstanding the above, if the Company deems it necessary, the Company shall have unilateral rights to determine that the exchange of all or part of information must take place only by using the Company's IT infrastructure and in such case the Contractor shall be obliged to comply with the requirements and provisions applicable to the use of such IT infrastructure.
- 9.4. Representatives. The Company and the Contractor shall appoint an officer, employee or individual to serve as its representative toward the implementation of the Agreement and supply or receipt of the Services with full authority to act on its behalf in connection with this Agreement (this, inter alia, includes authorisation to request or confirm provision of the Services, transfer and receive information about Deliverables, sign the Acceptance Deed and the Objection Notice), without the right to conclude amendments to the Agreement (the "Representative"). Any restriction placed by either Party on its Representative's authority shall be notified to the other Party in writing to be effective. The Representatives may delegate their authority by notice in writing specifying the contact information of the delegate and specifying the scope of authority so delegated. Each Party may replace or remove any Representative by notifying in writing the other Party immediately, but not later than 1 (one) Business day after the replacement or the removal of the respective Representative. The initial Representatives are:
 - (a) the authorised representatives of the Company for the Agreement fulfilment issues and procedures are:
 - 1) [.];
 - 2) [.].
 - (b) the authorised representatives of the Contractor for the Agreement fulfilment issues and procedures are:

- 1) [.];
- 2) [.]

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Intellectual property. All intellectual property rights created, developed, subsisting during provision of the Services (the "Intellectual Property") is and shall become the property of the Company as of the moment of creation regardless of whether the respective Deliverable, Documentation etc. is produced or finally accepted.
- 10.2. Copyright waiver. The Company may use any Deliverable (or its draft) or Documentation in any manner the Company sees useful. This, among other things, means that the Company may reproduce and disclose or transfer the rights to any of the Deliverables or Documentation to any of its cooperation partners or other Global Project stakeholders without any approval of the Contractor and/or author and without incurring obligation to pay any royalties or additional compensation whatsoever to the Contractor and/or author.

For the sake of clarity, the Company shall also be entitled to combine any Deliverable (or its draft) or Documentation produced by the Contractor and can use them with other deliverables produced by other persons, however the Contractor undertakes liability solely for the intellectual property created by the Contractor.
- 10.3. No additional royalty. It is acknowledged and agreed by the Parties that consideration for the transfer of ownership in the Intellectual Property shall be forming part of the Fee and no additional royalty, fee or other consideration of any kind shall be payable by the Company to the Contractor or to any third party in consideration of the transfer of ownership in the Intellectual Property.
- 10.4. Other Contractor's representations and warranties. The Contractor represents and warrants that:
 - (a) it owns all intellectual property rights required for the purposes of completing its obligations under this Agreement and in all Deliverables and other Documentation deliverable by or on behalf of the Contractor under this Agreement and that, to the extent any intellectual property in any Documentation is not owned by the Contractor, it has obtained all requisite consents from owner(s) of all such intellectual property to fulfil all of the obligations undertaken by the Contractor under this Agreement and has fully discharged all obligations with respect to payment of any royalties or fees;
 - (b) that no Deliverable, Documentation and information deliverable to the Company under the terms of this Agreement will infringe any existing intellectual property of any third party.
- 10.5. Contractor's liability. In the event, any of the representations or warranties contained in this Section 10 prove to be untrue or inaccurate, the Contractor undertakes, at its own cost and expense, to indemnify the Company and defend and settle any claim raised by any third-party against the Company alleging infringement of its intellectual property in the Documentation and information. In the event a court of competent jurisdiction resolves in a binding judgment that the Deliverable, Documentation and information, or any part thereof, infringe Intellectual Property of any third party, the Contractor shall, at its own cost and expense, procure for the Company the right of continued use of the Deliverable, Documentation and information, or part thereof infringing intellectual property of a third party.

11. CONFIDENTIALITY

- 11.1. Confidential Information. "Confidential Information" means, in relation to the Company, all information relating to the Company and its affiliates which is supplied by the Company (whether before or after the date of this Agreement) to the Contractor, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, memoranda and other documents and information which contain or otherwise reflect or are derived from such information, but excludes information which:
 - (a) the Company confirms in writing is not required to be treated as confidential; or
 - (b) 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 or its affiliates under an obligation of confidence.

For the avoidance of doubt, the Confidential Information, inter alia, includes information that:

- (i) will be created within implementation of the Agreement;
- (ii) will be received from the Company irrespectively whether it is specified as "Confidential"; "Limited Access Information" etc.

In case of doubt, whether respective information is confidential, the Contractor will process and handle it as Confidential Information until the Company confirms otherwise.

11.2. Undertakings with respect to Confidential Information. The Contractor shall:

- (a) at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other Person; and
- (b) procure that its affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any Person any Confidential Information except with the prior written consent of the Company.

11.3. Permitted disclosure. The Contractor shall, without the prior written consent of the Company, be entitled to disclose Confidential Information:

- (a) 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, agent, officer, Approved Sub-Contractor, Approved Experts to the extent necessary to enable the Contractor to perform its obligations under this Agreement and whose involvement the Contractor could reasonably expect;
- (b) to the extent required by the Applicable Laws 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; or
- (c) 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.

11.4. Obligations of recipients. Whenever disclosure is permitted to be made pursuant to this Section 11, the Contractor shall require that the recipient of Confidential Information be subject to the same obligation of confidentiality as that contained in this Agreement as far as reasonably possible.

11.5. Obligations on termination or expiry of Agreement. If this Agreement is terminated for whatsoever reason or it expires or the Company so requests, the Contractor shall:

- (a) return to the Company all of the Confidential Information then within the possession or control of the Contractor; or
- (b) destroy such Confidential Information using a secure and confidential method of destruction.

11.6. No press release. Save as required by the Applicable Laws, the Parties shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.

11.7. Remedies. The Parties acknowledge and agree that a breach of the provisions of this Section 11 may cause the owner of Confidential Information to suffer irreparable Damages 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 11.2, 11.4 or 11.6 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.

12. FORCE MAJEURE

12.1. Effects of Force Majeure Event. Subject to the requirements set forth in accordance with Clauses 12.2 and 12.3, each Party shall be relieved from liability for non-performance of its obligations under this Agreement (other than any obligation to pay) to the extent that the Party is not able to perform such obligations due to a Force Majeure Event.

12.2. Action on becoming aware of Force Majeure Event. Each Party shall at all times, following the occurrence of a Force Majeure Event:

- (a) take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the Force Majeure Event as soon as practicable and use reasonable endeavours in accordance with Good Industry Practice to remedy its failure to perform; and
 - (b) not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to any failure to comply with its obligations under Clause 12.2(a).
- 12.3. Notification requirements. 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 10 (ten) Business days of it becoming aware of the relevant Force Majeure Event. Such notification shall give sufficient details to identify the particular event claimed to be a Force Majeure Event and shall contain detailed information relating to the failure to perform (or delay in performing), including the date of occurrence of the Force Majeure Event, the effect of the Force Majeure Event on the ability of the affected Party to perform, the action being taken in accordance with Clause 12.2(a) and an estimate of the period of time required to overcome the Force Majeure Event. The affected Party shall provide the other Party with any further information it receives or becomes aware of which relates to the Force Majeure Event and provide an update on the estimate of the period of time required to overcome its effects.
- 12.4. Notification of resumed performance. The affected Party shall notify the other Parties 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).
- 12.5. Mitigation of effects of Force Majeure Event. As soon as practicable after the notification specified pursuant to Clause 12.3, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to the Services to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

13. VARIATIONS

- 13.1. Variations. Notwithstanding any provisions in this Agreement to the contrary, whenever the Company or the Contractor reasonably consider that a variation to the Agreement (the “Variations”) is necessary, the Company and the Contractor shall negotiate in good faith on the terms of the intended Variations. For the avoidance of doubt, no Variation shall be effective unless and until concluded in writing by the respective Parties.
- 13.2. Variations scope. The Company and the Contractor may agree on Variations in case such Variations are permitted under Applicable Laws (including Public procurement law of Latvia).
- 13.3. Variations fee. Fee for additional services as a result of Variations, if any, shall be determined taking into account the calculations and fees under the Technical Specification and the Contractor’s Proposal. Furthermore, such fee shall be consistent with the market practice and proportionate to the Fee for the Services with similar scope under the Agreement, if any. Variations not resulting in additional services or works, including Variations related to the timeline of the provision of the Services, shall not result in additional fees or compensation of costs.

14. TERMINATION OF THE AGREEMENT

- 14.1. Termination for material breach. Subject to the provisions of Clause 14.2, either the Company or the Contractor shall be entitled to terminate this Agreement upon giving a written notice of termination to the other Party in the event of material breach by the Party of any of its obligations under this Agreement. The written notice of termination shall contain an itemized description of the breach. For the purposes of this Clause 14.1 an event of material breach shall, among other things, include any of the following:
 - (a) commitment by a Party of any persistent or material breach of this Agreement (which shall include failure to pay an amount of at least EUR 8,000 due to the other Party or perform any part of the Services valued at least EUR 8,000);
 - (b) failure by the Contractor to duly address any of the matters raised in the second Objection Notice given by the Company in accordance with Clause 4.7(b);

- (c) failure by any Deliverable to conform to any of the material requirements to such Deliverable contained in the Agreement, provided that such failure is not capable of being remedied upon receipt of the rejection in accordance with Clause 4.6(b);
 - (d) failure by the Company, as applicable, to make any payment to the Contractor in accordance with this Agreement within at least 30 (thirty) Business days from the date of payment falling due;
 - (e) any of the representations or warranties given by either Party under Clause 6.1 or any of the declarations, representations or warranties given by the Contractor under Clause 6.2 or the Supplier's Declaration proves to be untrue.
- 14.2. Corrective Period. In the event of a material breach by either Party of its obligations under this Agreement, the non-breaching Party shall allow the breaching Party 14 (fourteen) days for the corrective action or submission of a corrective action plan (the "Corrective Period"). The Corrective Period shall be counted from the date of receipt by the breaching Party of a written notice of breach. Should no satisfactory corrective action be taken, or acceptable corrective action plan provided by the breaching Party, the non-breaching Party shall have the right to terminate the Agreement. It is acknowledged and agreed by the Parties that the provisions of this Clause 14.2 shall not apply with respect to any of the events listed in Clause 14.3 of the Agreement. In addition and for the avoidance of any doubt, the application of the Corrective Period under this Clause 14.2 shall be without prejudice to and shall not relieve either Party from the obligation to pay any contractual penalty in accordance with the provisions of Clause 15.2 of the Agreement or to pay Damages incurred by the other Party in accordance with the provisions of Clause 15.3 of the Agreement. To clarify, the Corrective Period is not applied where the breach of the Agreement is related to Defects and Acceptance procedures as referred to in Clauses 14.1(b) and 14.1(c) as in these cases the purpose of the Corrective Period is fulfilled by the Cure Period and its prior application.
- 14.3. Parties' right to terminate immediately. Notwithstanding anything to the contrary contained in this Agreement, the Company and the Contractor 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:
- (a) breach by the other Party of Clause 17.1 of the Agreement;
 - (b) an event of Force Majeure has been continuing during more than sixty (60) days;
 - (c) the other Party had passed a resolution for winding-up (other than in order to amalgamate or reconstruct);
 - (d) the other Party is unable to pay its debts and has presented a petition for voluntary bankruptcy;
 - (e) the other Party had a bankruptcy order issued against it;
 - (f) liquidation, insolvency or legal protection proceedings have been initiated with respect to the other Party or the other Party is declared insolvent;
 - (g) the occurrence of any event analogous to the events enumerated under above paragraphs (d) - (f) under the law of any jurisdiction to which the other Party's assets and undertaking are subject.
- 14.4. Company's right to terminate immediately. The Company may terminate this Agreement immediately upon giving the Contractor a written notice of termination explaining, in reasonable detail, the reason for termination, if:
- (a) CEF co-financing for further financing of the Services is not available to the Company fully or partly;
 - (b) breach by the Contractor of any of the confidentiality undertakings contained in Section 11 or the undertakings under Clause 7.4;
 - (c) it is not possible to execute the Agreement due to the application of international or national sanctions, or the European Union or the North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market or in other cases where the performance of the Agreement is not recommended by state security authorities;
 - (d) as a result of change in the beneficiaries of the Contractor, the continuation of the Service provision is prohibited under Applicable Laws.
- 14.5. Termination according to Public Procurement Law. The Agreement can be immediately terminated by the Company upon giving the Contractor a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the provisions mentioned in the Article

64 of the Public Procurement Law of the Republic of Latvia. In such a case, the Company shall pay the Contractor the Fee in respect of the Services already provided under this Agreement up to the date of the notification of the termination of this Agreement, but the Company shall have no other liability in this respect (including, but not limited to not being obliged to pay contractual or any other penalty or Damages to the Contractor).

- 14.6. Right to terminate without a reason. The Company may at any time terminate this Agreement by submitting a written notice to the Contractor 30 (thirty) days prior. For avoidance of doubt, in this case the Company is not obliged to pay contractual or any other penalty, damages or compensation to the Contractor.
- 14.7. Consequences of termination. Upon expiration or termination of this Agreement, the obligations of the Parties set forth in this Agreement shall cease, except with respect to the following:
 - (a) any obligations arising as a result of any antecedent breach of this Agreement or any accrued rights; and
 - (b) the provisions stipulated in accordance with Clauses 7.2, 7.3, Section 10, Section 15, Section 11, Section 16 and Clause 17.1 which shall survive the termination or expiry of this Agreement and continue in full force and effect along with any other Clauses of or Annexes hereof which are necessary to give effect to the Clauses specifically identified in this Clause 14.7(b).
- 14.8. Partial Acceptance. Notwithstanding anything in this Agreement to the contrary and in the event of termination of this Agreement, the Company shall have the right, in the sole discretion of the Company, to partially accept any part of the Assignments delivered to the Company under this Agreement (the "Right of Partial Acceptance"). The Company shall notify the Contractor of its intention to exercise the Right of Partial Acceptance in the termination notice given in accordance with the Agreement, specifying, in reasonable detail, the part of the Assignments which the Company would like to partially accept. In the event of receipt of such notice, the Contractor shall reasonably cooperate with the Company in order to ascertain transfer to the Company of ownership in the result(s) of such Assignments and determination of the amount of consideration payable by the Company.
- 14.9. Company's obligation to pay. Except in the event of termination by the Company occurring as a result of violation by the Contractor of Clause 17.1 of the Agreement or termination by the Company according to Clause 14.4 (b) and 14.4(c) of the Agreement, in the event this Agreement is terminated for any reason prior to completion of the Services, the Company shall have an obligation to pay the Contractor the documented costs reasonably and properly incurred by the Contractor with respect to the Services received up to the date of termination if the Company is reasonably able to use the result of such Services (where the results of unfinished Services are not unusable, or where their completion would not entail disproportionate costs). This Clause does not apply to the part of the Services accepted pursuant to Clause 14.8 of the Agreement. The "costs" for the purposes of this Clause shall include:
 - (a) salaries for the Approved Experts and other personnel in the direct employ of the Contractor in the performance of the Services or relating to the Services (including related benefits and taxes for items such as social security and other benefits for the labour and employees),
 - (b) payments to the Approved Sub-Contractors with respect to actually provided Services,
 - (c) sales, use, gross receipts or other taxes related to the Services, imposed by any governmental authority, to the extent that the Contractor is responsible for such taxes,
 - (d) costs of any data processing services used in connection with the performance of the Services required under this Agreement.
- 14.10. No obligation to pay costs incurred prior to acceptance. Notwithstanding anything set forth in this Agreement to the contrary including, without limitation, under Clause 14.9 of the Agreement, the Company shall have no obligation to pay any of the costs incurred by the Contractor with respect to the Services (or part of the Services) not deemed as having been accepted by the Company.
- 14.11. No prejudice to other rights. The right to terminate this Agreement shall be without prejudice to any other right of either Party which has accrued prior to or as a result of such termination or to any remedy available to either Party under the terms of this Agreement or in accordance with the Applicable Laws.

15. LIABILITY

- 15.1. Liability of Parties. The Contractor shall be liable to compensate Damages incurred by the Company arising out of or in connection with this Agreement and pay contractual penalty set forth in accordance with Clause 15.2 if a breach of any of the obligations of the Contractor under this Agreement is established against the Contractor. The Company shall be liable to pay the contractual penalty set forth in accordance with Clause 15.2.3 if a breach of payment obligations of the Company under this Agreement is established against the Company.
- 15.2. Contractual penalty.
- 15.2.1. In the event the actions and/or inactions of the Contractor result in a failure by the Contractor to meet any of the Milestones, the Company shall be entitled to claim from the Contractor a contractual penalty in the amount of 0.1% (zero point one percent) from the Total Value each day of delay, provided that the total amount of the contractual penalty payable by the Contractor under this Clause 15.2.1 shall not exceed 10% (ten percent) of the Total Value.
- 15.2.2. For each breach of provisions included in Clauses 4.1, 4.10, 7.4 and 7.7 of the Agreement by the Contractor, the Company shall be entitled to request the Contractor to pay a contractual penalty in the amount of EUR 500 (five hundred euros, 00 cents) for each day during which the infringement is not remedied.
- 15.2.3. In the event of failure by the Company to pay any amount in accordance with Section 5 of this Agreement, the Contractor shall be entitled to request the Company to pay a contractual penalty in the amount of 0.1% (zero point one percent) from the delayed amount for each day of delay, provided that the total amount of such contractual penalty payable by the Company under this Clause 15.2.3 shall not exceed 10% (ten percent) of the delayed amount.
- 15.2.4. The contractual penalties shall be applied upon the sole discretion of the entitled Party under the Agreement considering the material consequences of the infringement.
- 15.2.5. Payment of the contractual penalty shall not release the Party from performance of any of its obligations under the Agreement. The contractual penalty applied in accordance with Clauses 15.2.1- 15.2.3 of this Agreement shall be deducted from the overall damage claim of the Company for the same breach.
- 15.3. Compensation for Damages. Notwithstanding of and without prejudice to any contractual penalty payable in accordance with Clause 15.2 of the Agreement, in the event it is established that either Party is liable to the other Party with respect to any breach of its respective obligations under this Agreement, the liable Party shall compensate the other Party for any Damages incurred as a result of such breach, subject to the following terms:
- (a) the amount of compensation shall be limited to the amount Damages suffered as a result of the breach(es), but not otherwise; and
- (b) if either Party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by the liable Party shall be limited to that proportion of liability which is attributable to the breach by the liable Party.
- 15.4. Attribution of Damages. Any Damages suffered by either Party shall, for the purposes of Clause 15.3 of the Agreement, be reduced to the extent that the Damages are caused by or contributed to by the other Party's own negligence or breach of its obligations under this Agreement.
- 15.5. No Release. Payment of any contractual penalty under the Agreement does not release the respective Party from fulfilment of its obligations (including, does not release from the obligation to compensate Damages).

16. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 16.1. Governing law. This Agreement shall be governed by and construed in accordance with law of the Republic of Latvia.
- 16.2. Resolution by amicable means. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement through good faith debate, discussion, and negotiating prior to submitting them to mediation or other legal proceeding.
- 16.3. Venue for resolution of disputes. Should the Parties fail to settle such disputes, controversies or claims within 2 (two) months by amicable negotiations, the Parties may submit all their disputes arising out

of or in connection with this Agreement to the exclusive jurisdiction of courts of general jurisdiction of the Republic of Latvia.

- 16.4. Language. The Parties hereby represent and warrant that the English language is understandable for both Parties in accordance with Article 8(1)(a) of the Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents) and repealing Council Regulation (EC) No 1348/2000.

17. MISCELLANEOUS PROVISIONS

- 17.1. Conflict of interest, corruption and fraud. Notwithstanding any penalties that may be enforced against the Contractor under the Applicable Laws, or the laws of other jurisdiction(s), the Contractor shall be deemed to have committed a breach under this Agreement and the Company shall be entitled to terminate this Agreement immediately and without any regard to the provisions of Clause 14.2, if it is shown that the Contractor is guilty of:
- (a) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
 - (b) misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Company, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.
- 17.2. Personal data. For the purpose of execution of this Agreement, the Parties might transfer to each other certain personal data, such as data on employees of the Parties, data on suppliers, the Global Project stakeholders' employees, etc. The Party transferring to the other Party certain personal data shall be responsible for informing and obtaining the consent of the data subject for the processing of the personal data, if needed. The Parties acknowledge that for the purpose of the Agreement the Parties will be considered as independent controllers. In this respect each of the Party undertakes:
- (a) to process the personal data to the minimum extent necessary;
 - (b) not to infringe any rights of the data subjects;
 - (c) to apply proper organizational and technical measures ensuring the compliance with the requirements of the Applicable law;
 - (d) to ensure the compliance with other requirements of the statutory law governing the protection of personal data.
- 17.3. Damages covered by insurance. To the extent any Damages are actually covered by any insurance, the Parties waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance current as of the date of this Agreement.
- 17.4. Relationship of Parties. The relationship between the Contractor and the Company under this Agreement is that of independent contractor. The Contractor (or the Approved Sub-Contractors or Approved Experts) is not an employee of the Company, is not carrying out the regular business of the Company and is not subject to the same employment regulations as are applicable to employees of the Company. Each of the Parties shall be solely and entirely responsible for their own acts and the acts of their employees. No benefits, special considerations, or employer/employee-type provisions are provided by the Company to the Contractor, its employees, its consultants, or the employees of such consultants.
- 17.5. Severability. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under the Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.
- 17.6. Successors and assigns. The Parties each bind themselves, their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither Party shall assign or transfer its respective interest in the Agreement without written consent of the other Party, if not directly provided otherwise under the Agreement.

- 17.7. Amendments and Variations. No amendment to or Variation of this Agreement shall be effective unless made in writing by duly authorized representatives of both Parties, if not provided otherwise herein. The Agreement can be amended in compliance with the provisions of Article 61 of the Public Procurement Law of the Republic of Latvia.
- 17.8. Entire agreement. This Agreement, and the Annexes hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 17.9. Execution. This Agreement is executed as an electronic document.

For and on behalf of the Company:

For and on behalf of the Contractor:

[.]

[.]

[.]

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A QUALIFIED ELECTRONIC SIGNATURE
AND CONTAINS TIME STAMP*