GENERAL AGREEMENT

Riga,

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| **Latvenergo AS**(hereinafter referred to as the Customer) | and | **OIXIO** **AS**(hereinafter referred to as the Contractor) |
| Registration number: 40003032949VAT payer number: LV40003032949 |  | Registration number: 11038974VAT payer number: EE100906538 |
| Address: Pulkveza Brieza Street 12, Riga, LV-1230 |  | Address: Siduri 3, 11912, Tallinn, Estonia |
| Credit institution: SEB Banka AS |  | Credit institution: - |
| SWIFT code: UNLALV2X |  | SWIFT code: HABAEE2X |
| Account number: LV24UNLA0001000221208 |  | Account number: EE442200221001196239 |
| Represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; |  | represented by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting in accordance with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; |

hereinafter severally referred to as the "Party" and jointly as the "Parties" agree on the following provisions of the general agreement (hereinafter referred to as the Agreement):

# SPECIAL PROVISIONS

## Subject of the Agreement

* 1. The Contractor sells and delivers data transmission equipment and software manufactured by ADVA Optical Networking SE to the Customer, by preparing each case of fulfilment as a separate order (hereinafter referred to as the Order(s)), but the Customer shall pay to the Contractor for the Orders fulfilled pursuant to the terms of the Agreement. The Order specification is provided in the annex to the Agreement (Order Specification). The Contractor is not guaranteed specific number of Orders.

## Price of the Goods/Service

* + 1. The order execution price is determined in accordance with the procedure set out in Appendix No. 3. The Order price is inclusive of all taxes and duties, except VAT, as well as other costs, including, but not limited to the costs of materials, products, equipment, works, delivery, and transport related to the fulfilment of Orders. VAT is calculated, specified in invoices and paid in accordance with applicable laws and regulations.
		2. Special provisions of the Agreement do not provide for a settlement procedure differing from the payment procedure defined in general provisions of the Agreement. No prepayment is defined in the Agreement.

## Term of the Agreement

* 1. This Agreement enters in force when signed by both Parties and is valid until complete fulfilment of obligations provided herein.
	2. The Customer shall make Orders from the day of entry of the Agreement into effect to 31st of December 2023 (inclusive). The Contractor shall be obliged to fulfil the Orders if they are placed within the term specified in this paragraph.

## Warranty period

* 1. The warranty period of each fulfilled Order shall be 24 (twenty-four) months from the date of transfer and acceptance of the respective Order.

## Amount of performance security of the Agreement

* 1. Within 20 (twenty) days of signing the Agreement, the Contractor shall submit to the Customer a performance security of the Agreement EUR of 5 000.00 (five thousand euro) (hereinafter referred to as the Performance Security of the Agreement).
	2. Within 20 (twenty) days after granting the right to execute the 1st order over EUR 100 000.00 (one hundred thousand euro) the Contractor must additionally submit the Contract Performance Security (Framework Agreement) in the amount of EUR 20,000 (twenty thousand euros). In the event of the award of any subsequent order, no additional performance security will be required.

## Procedure of attraction of subcontractors

* 1. No subcontractors are attracted under the Agreement.

## Additional penalties

* 1. Special provisions of the Agreement do not provide for additional penalties.

## Additional provisions

* 1. The Parties agree on the following additional provisions:
		1. The Parties agree that the Clauses 2.2, 2.5 and 2.6 of the general provisions of the Agreement are not applicable;
		2. The Parties agree that Clause 3.2 of the general provisions of the Agreement shall be worded as follows:

*"The parties shall be liable for direct losses caused to other Party as a result of their acts / omissions, setting a liability limit of up to 100,000.00 (one hundred thousand euros)."*

* + 1. The Parties agree that Clause 4.2 of the general provisions of the Agreement shall be worded as follows:

*"Penalty invoices, if any, shall be paid within the deadline specified in the invoice, witch is no shorter than 20 (twenty) business days of the date of issuing the invoice."*

## Annexes to the Agreement

* 1. Annex 1 – Order Specification.
	2. Annex 2 – Authorised Persons and Contact Persons.
	3. Annex 3 - Procedure for placing an Oder, fulfilment and transfer and acceptance of an Order.
	4. Annex 4 – IT Security Rules.

## Signatures of the Parties

* 1. By signing these special provisions of the Agreement, the Parties agree to the general provisions of the Agreement and Annexes to the Agreement as appended.
	2. The Agreement, together with its Annexes is signed with a secure electronic signature and contains a time stamp. The Contractor shall send the Agreement signed with a secure electronic signature and containing a time stamp within one working day of signing the Agreement to the Customer's e-mail: kanceleja@latvenergo.lv. The date of signing the Agreement is the date of the last added secure electronic signature and its time stamp.

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| **CUSTOMER** |  **CONTRACTOR** |
| Latvenergo AS  | OIXIO AS |
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