

CONTRACT Nr. 01R000/25-42

TEC-2 2.energobloka DCS vadības sistēmas modernizācija

Rīga,

**Līgums par TEC-2 2.energobloka DCS vadības sistēmas
modernizāciju**

On ovation DCS upgrade in TEC-2 Unit 2

See the Contract date in the electronic signature area

(29.09.2025.)

Latvenergo AS (hereinafter referred to as the "Employer") Registration number: 40003032949 VAT payer number: LV40003032949 Address: Pulkveža Brieža Street 12, Riga, LV-1230 Credit institution: [...] SWIFT code: [...] Account number: [...] represented by its [...]	and	Emerson Process Management Sp. z o.o. (hereinafter referred to as the "Contractor") Registration number: 012592385 VAT payer number: 5260205977 Address: ul. Konstruktorska 1302-673, Warszawa, Poland Credit institution: [...] SWIFT code:[...] Account number: [...] represented by its [...]
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hereinafter individually referred to as the "Party" and hereinafter jointly referred to as the "Parties" agree as follows:

1. Subject of the Contract

- 1.1. The Contractor undertakes to perform for the Employer ovation DCS upgrade in TEC-2 Unit 2 (hereinafter referred to as the Works), but the Employer undertakes to pay for the Works performed pursuant to the terms of the Contract.
- 1.2. The scope of supply and works are presented in Technical Offer (Annex No. 3).

2. Contract price

- 2.1. The Contract price for the performance of the Works specified in this Contract, which the Employer pays to the Contractor, is set up to EUR 803 000.00 (eight hundred three thousand euro and 00 cents), excluding VAT, and unforeseen works amount to EUR 40 150.00 (forty thousand one hundred fifty euros and 00 cents), excluding VAT, which together constitute the amount of the Contract up to 843 150.00 (eight hundred forty-three thousand one hundred fifty euros and 00 cents), excluding VAT. The scope of the Works is specified in the Contract and for any changes thereto, including unforeseen works, the Employer shall pay the Contractor only if the Parties have included the changes of the scope of such works in a technical deed signed by Project Managers of both Parties. If the Contractor, disregarded the procedure provided for in this Clause, have started and performed the works that are not included in the scope of Works, then the Employer is not obliged to pay for these works subsequently when these works or the necessary works arising from them have been completed, and all these costs must be borne by the Contractor itself.
- 2.2. All the taxes and duties are included in the Contract price and they shall be paid by the Contractor, except value added tax. Value-added tax shall be calculated, indicated in invoices and paid pursuant to the respective valid laws and regulations.
- 2.3. The Employer shall make payments to the Contractor in accordance with the terms of the Contract, the Financial Offer (Annex No.1) and the requirements of regulatory enactments, provided that the Contractor duly fulfils its obligations under the Contract.
- 2.4. Any changes in the Contract price/Contract amount shall be valid only upon written agreement between the Parties.
- 2.5. If the Employer delays any payment the Employer shall pay to the Contractor a penalty/interest for delayed payment. Such penalty/interest for each day of delay is set at 0.10% of the amount of delayed payments excluding VAT, but not more than 10% of the amount of delayed payments excluding VAT. The Contractual Penalty stated in this Clause shall not be calculated in cases, when the Contractor is subject to international or national sanctions, or significant sanctions affecting financial and capital market interests, imposed by a Member State of the European Union or the North Atlantic Treaty Organization, and, therefore, payment transaction is impossible.

3. Components of the Contract

- 3.1. The Contract consists of this document, and it has 8 (eight) annexes, in the event of any discrepancy or contradiction between listed documents, the priority shall be given to this Contract document first and then to annexes in the order in which they are listed:
 - 3.1.1. Annex 1: Financial Offer;
 - 3.1.2. Annex 2: Time Schedule of Works;
 - 3.1.3. Annex 3: Technical Offer;
 - 3.1.4. Annex 4: Emerson Standard Terms and Conditions of Sale;
 - 3.1.5. Annex 5: Emerson Process Management Power & Water Solutions License Agreement, Revision 7;
 - 3.1.6. Annex 6: List of Subcontractors and Works Delegated to Them;
 - 3.1.7. Annex 7: Information for Contractors Performing Works at Latvenergo AS Sites;
 - 3.1.8. Annex 8: Copy of the insurance certificate.

4. Work performance deadline

- 4.1. The Contractor undertakes to perform the Works in accordance with the Time Schedule of the Works (Annex No.2), to start the performance of the Works from the moment of signing the contract and to complete the Works by 31.08.2026. including execution of assembly works, adjustment and inspections from 11.04.2026. until 29.05.2026.

5. Scope of Works and procedure of assignment

- 5.1. The scope of the Contractual Works is specified in the Contract. For all additional works and/or materials that are not specified in the Contract the Contractor shall notify the Employer prior to performance of such works and/or delivery of materials. All additional amount of works, materials or services, exceeding Contract price, shall be added to the existing Contract as an Amendment and mutually signed by both Parties. If the Contractor, disregarded the procedure provided for in this Clause, have started and performed the works that are not included in the scope of Contractual Works, then the Employer is not obliged to pay for these works subsequently when these works or the necessary works arising from them have been completed, and all these costs must be borne by the Contractor itself.

6. Warranty defects notification period

- 6.1. 24 (twenty-four) months warranty from the date of signing of the Taking Over certificate but not more than 30 months since equipment delivery date. Details of the trading conditions are included in Emerson's Standard Terms and Conditions of Sale (Annex No.4).

7. Insurance

- 7.1. Annex No. 8 to the Contract constitutes a copy of the Contractor's insurance certificate and it includes Contractor's civil liability insurance. The Contractor declares that the premiums for the above-mentioned insurance have been paid in full. The Contractor undertakes that for the entire duration of the Contract, including the period of warranty obligations, it will maintain insurance coverage at least on the terms indicated in the above-mentioned insurance certificate (for the avoidance of doubt, it may include additional risks in such protection or increase insurance amounts). The Contractor is not obliged to obtain any insurance other than that resulting from the above-mentioned copy of the certificate. The civil liability insurance indemnity limit of the Contractor's civil liability insurance against the Employer shall not be less than the Contract price.

8. Contractor's qualified personnel and subcontractors

- 8.1. The list of subcontractors and the works entrusted to them, if the scope of their Works exceeds EUR 10 000 (ten thousand euro) of the scope of the contractual Works, shall be specified in the Annex to the Contract (Annex No.6). The list of subcontractors (Annex No.6) shall include also subcontractors of the subcontractors, and terms and conditions of Clause 8.5 of this Contract shall apply to them.
- 8.2. The Contractor shall have the right to replace subcontractors or involve additional subcontractors (or its subcontractors), but if the scope of their Works exceeds EUR 10 000 (ten thousand euro) of the scope of the contractual Works, then only upon a prior written Employer's consent. The procedure of subcontractor involvement applied by the Parties shall be specified in Clauses 8.3 to 8.7 of this Contract.
- 8.3. Involving a subcontractor Contractor shall submit to the Employer a written application on replacement of subcontractors or on involvement of additional subcontractors, or amendments to the list of works entrusted to the subcontractors accompanied by a memorandum of agreement with the said subcontractor, as well as documents proving subcontractor's qualification in the amount requested in the Law on the Procurements of Public Service Providers of Latvia and procurement procedure documents.
- 8.4. The Employer shall not approve replacement or involvement of subcontractors in the event of any of the following:

- 8.4.1. the subcontractor offered does not conform with the requirements for subcontractors stipulated by the Law on the Procurements of Public Service Providers of Latvia and procurement procedure documents;
- 8.4.2. the subcontractor has been replaced who served as a basis for the Contractor to prove the conformity of his qualification with the requirements stated in the procurement procedure documents, and the subcontractor offered does not possess as a minimum the same qualification Contractor had referred to when proving his conformity with the requirements stated in the procurement procedure documents, or it complies with the tenderer exclusion provisions stated in the Law on the Procurements of Public Service Providers of Latvia and procurement procedure documents;
- 8.4.3. replacement of subcontractor would require amending the procurement tender in a way that would have affected the choice of proposal in accordance with the proposal assessment criteria stated in the procurement procedure documents, had they been included initially.
- 8.5. The Employer approves replacement of subcontractor, provided that conditions referred to in Clause 8.4 of the Contract do not apply to the new subcontractor, in the following cases:
 - 8.5.1. the subcontractor indicated in the Annex to the Contract (Annex No.6) has submitted a written notice on withdrawal from participation in performance of the Contract;
 - 8.5.2. the subcontractor indicated in the Annex to the Contract (Annex No.6) complies with the tenderer exclusion conditions stated in the Law on the Procurements of Public Service Providers of Latvia and procurement documents;
 - 8.5.3. the scope of Works of the subcontractor to be involved does not exceed EUR 10 000 (ten thousand euro) of the Works under the Contract.
- 8.6. The Employer shall not agree to the attraction of a new subcontractor in case when such changes, if they would have been made in the initial tender, would have influenced the selection of the tender according to the tender evaluation criteria specified in the procurement procedure documents.
- 8.7. If the Employer agrees to the changes applied by the Contractor and the scope of the Works of the subcontractor to be involved exceeds EUR 10 000 (ten thousand euro) of the Contract the Parties shall amend/supplement the Annex to the Contract (Annex No.6) in accordance with Clause 13.1.1 of the Contract.

9. Procedure of acceptance of works/goods and payment

[...]

10. Contractual penalty for delay in performance of Works

- 10.1. If the Contractor has not completed the Works by the deadline set in Clause 4.1 of this Contract, the Contractor shall pay the Employer a Contractual Penalty of 0.10% of the delayed part of the Contract price for each day of delay due to its sole and its subcontractors or suppliers fault, thus no more than 10% of the Contract price. The Employer is entitled to withhold the calculated Contractual Penalty when making the payments specified in the Contract.
- 10.2. The payment of the Contractual Penalty for delay shall not release the Contractor from further fulfilment of the Contract.
- 10.3. Notwithstanding any other provisions of the Contract the sum of all contractual penalties payable to the Employer on any grounds under the Contract shall not exceed 10% of the Contract price.

11. Termination of the Contract

[...]

12. Protection of personal data

In order to ensure compliance with laws and regulations, including the circulation of necessary information, and to respect the legitimate interests of the Parties, the Parties have the right to process personal data obtained from the other Party complying with regulatory requirements for the processing and protection of such data, including, but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

- 12.1. The Employer in accordance with the principles of customer personal data processing developed by the Employer and uploaded on its website (available at www.latvenergo.lv/dati) processes the personal data of the Contractor's representatives and/or contact persons, employees or employers of subcontractors for the following purposes, but not only: Ensuring of the pass system, provision of access to the area specified for the Works in the Contract, maintenance of occupational safety registration and accounting logs, and maintenance, use, including publication, and preservation of the documentation necessary for the performance of the Contract (incl. the Technical Design, Work Performance Project, documentation necessary for the performance of construction works), verification of personnel qualifications, provision of security at the sites of Latvenergo AS.
- 12.2. A Party disclosing the personal data to the other Party for processing shall be responsible for ensuring the legal basis for the processing personal data of the respective data subjects, notifying the data subjects and by complying

with other requirements under the General Data Protection Regulation regarding the disclosure of personal data to the other Party. The Party obtaining personal data within the scope of fulfilment of the Contract shall be deemed the controller of the obtained personal data and shall be responsible for further compliance of the processing of these personal data with the requirements of regulatory enactments.

13. Additional terms

13.1. The Parties agree on the following additional terms:

- 13.1.1. By mutual agreement the Parties are entitled to make amendments to the Contract. Any amendment to the Contract shall be made in writing and signed by both Parties. Any amendments or supplements become an integral part of the Contract.
- 13.1.2. The Parties agree that deeds and other Contract performance documents shall be signed with a secure electronic signature in Asice format in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
- 13.1.3. The Contractor shall indicate in the invoice for delivery of the goods: a) the combined nomenclature (CN) code (8 digits), the gross weight and net weight (in kg) of the goods (if the good contains accumulator, it's weight has to be indicated separately); b) the type of each packaging material (paper/cardboard, wood, plastic, polystyrene, aluminium, carbon steel) and weight (in kg), information mentioned in subsections a) and b) shall be indicated for each item of the invoice.
- 13.1.4. The Contractor shall confirm that it is familiar with and agrees that, in connection with the requirements of the national security regulatory enactments of the Republic of Latvia, the Contractor and its employee/s may be denied access or the already issued permit/access to the generation and administrative facilities of Latvenergo AS may be cancelled. In the event that this permission/access to a particular employee is denied or revoked, the Contractor undertakes to replace the respective employee with another suitably qualified employee as soon as possible, but not later than within 1 (one) month, and does not make any claims against the Employer, nor does it demand reimbursement of the losses incurred in relation to such a change of employee. If the replacement of an employee cannot be done within this term, the Parties have the right to agree on an extension of the Contract term for a period during which the Contractor, objectively proving the circumstances, undertakes to replace the employee, or the Parties agree to terminate the Contract.
- 13.1.5. Parties agree to replace the wording of the Clause 12 "Limitation of liability" of "Emerson Standard Terms and Conditions of Sale" (Annex No.4) as follows and confirm that the clause prevails over other arrangements of the Contract:
"Notwithstanding any other provisions of the Contract and its Annexes, except to the extent prohibited by applicable law, the liability of each Party shall not exceed the Contract price, and Parties are responsible only for direct losses caused to the other Party resulted from its act or omission. None of the Party shall be liable for any indirect losses to the other Party, for example, but not limited to loss of profit, production losses, capital losses related to interruption of production. Limit of liability for direct losses as well as the exemption from liability for indirect losses as set out in this Clause shall not be applied to if losses arise as a result of willful misconduct of the Party."
- 13.1.6. Parties agree to replace the wording of the Clause 17.6 of "Emerson Standard Terms and Conditions of Sale" (Annex No.4) as follows:
"The Contract is concluded, interpreted and fulfilled in compliance with laws and regulations of the Republic of Latvia. If any provision of this Contract loses its force due to changes in laws and regulations, other clauses of the Contract shall remain valid and in this case the Parties shall be obliged to adjust the Contract to requirements of the existing laws and regulations. Each party, at its option, has the right to claim its receivables with regard to the performance of the Contract in the general courts of, at claimant's option, either Contractor's or Employer's domicile in compliance with its laws and regulations."

- 13.1.7. If, within the framework of the Contract, the Contractor delivers goods or provides services that include the delivery of significant information technology-related services, software or equipment, the Contractor shall ensure during the term of the Contract that (except for the case where the opinion of the competent state security authority has been received for the conclusion of the Contract):
 - a. it is registered in a member state of NATO, the European Union or the European Economic Area;
 - b. the true beneficiary of the Contractor is a citizen of a member state of NATO, the European Union or the European Economic Area, or a non-citizen of the Republic of Latvia;
 - c. the manufacturer of the software or equipment used to provide the Services is a legal entity registered in a member state of NATO, the European Union or the European Economic Area, or a natural person who is a citizen of the Republic of Latvia, a citizen of a country of NATO, the European Union or the European Economic Area.
- 13.1.8. The Contractor shall immediately notify the Employer if the Beneficiary of the Contractor has changed.
- 13.1.9. The Contract is immediately terminated if any of the restrictions mentioned in Clause 13.1.11 above apply to the Contractor and the competent national security authority has not approved the continuation of the Contract.
- 13.1.10. In the event that, during the term of the Contract, changes are made to legal acts that affect the security of information and communication technologies or determine stricter cyber security requirements, the Contractor undertakes to ensure compliance with the aforementioned requirements, with the Parties making the necessary amendments to the Contract (if applicable).
- 13.1.11. By signing the Contract, the Parties declare that international sanctions or national sanctions, or sanctions affecting the interests of a major financial and capital participant or market of a Member State of the European Union or a Member State of the North Atlantic Treaty Organization and will take all necessary actions to ensure that the Parties' cooperation with their subcontractors does not create any additional Sanction risks for the other Party, including but not limited to ensuring cooperation of the Parties with such subcontractors, whose member or shareholder structure is clear and verifiable.
- 13.1.12. The Party shall immediately notify the other Party in due course if it has established a breach of Sanctions in relation to the performance of the Contract in its own or its subcontractors' activities or any relation of the Board or Council members, direct or indirect members, shareholders, beneficial owners with the Sanctions, or the prosecution or punishment of the Party itself or the above-mentioned persons related to it in the European Union due to money laundering, terrorism or its financing, violations of the movement of goods of strategic importance.
- 13.1.13. At the request of the Employer, in order to ensure that the Employer can verify the compliance with the Sanctions, no later than within 5 (five) working days, unless the Parties have agreed on another term, the Contractor is obliged to provide the Employer with:
 - a. information based on verifiable facts (for natural persons - name, surname, year of birth, country of citizenship; for legal persons - name, country of registration, registration number) about members of the Contractor's board or council, direct or indirect members, shareholders, beneficial owners or persons who otherwise effectively control the Contractor;
 - b. information or documents regarding the country of origin of the goods and/or materials required for the performance of the Contract, their manufacturer, delivery route, if such goods and/or materials are subject to import, export or transit restrictions according to the legislation of the European Union during the term of the Contract or were subject to such restrictions 12 (twelve) months prior to the conclusion of the Contract.

14. Responsible persons and authorisations specified in the Contract

- 14.1. The Employer assigns the following responsible persons for the performance of the Contract:
 - 14.1.1. Employer's Project Manager – [...];
 - 14.1.2. Employer's Technical Supervisor – [...]
- 14.2. The Employer is entitled to unilaterally replace the responsible persons of the Employer mentioned in Clause 14.1. of this Contract by sending a written notice to the Contractor.
- 14.3. The Contractor assigns the following responsible persons for the performance of the Contract:
 - 14.3.1. Contractor's Project Manager – [...];
 - 14.3.2. Contractor's Work Manager - [...].
- 14.4. The deed on taking over the disassembled equipment and materials during the performance of the Works, which are not re-used in assembly, shall be signed by the Contractor's Work Manager and the Employer's Technical Supervisors.

15. Actions in cases of critical epidemiological situations

- 15.1. The Parties shall be responsible for and undertake to comply with all measures established in the Republic of Latvia and the Employer's sites in in the event of a critical epidemiological situation (hereinafter – epidemiological situation), if such occurs and such measures are established. The Employer's representative introduces the other Party with the restrictions set by the Employer's company in relation to the epidemiological situation.
- 15.2. Each Party shall bear the costs incurred by it in connection with the restrictive measures imposed by the epidemiological situation and compliance with them.
- 15.3. The Parties shall not be liable to each other for any delay or non-fulfilment of liabilities if the Party acted with due professional diligence and is therefore not responsible for any delay or non-fulfilment of liabilities due to spread of the epidemiological situation or restriction measures that have entered into force after the date of Contractor's tender submission or conclusion of this Contract, including, the Party shall not impose late payment interest, contractual penalties to the other Party and shall not demand compensation for losses or other costs caused by the above reasons.
- 15.4. The Party affected by the epidemiological situation is obliged to inform the other Party immediately about the delayed deadlines for the fulfilment of obligations and the planned deadlines for the performance of the Works and/or the circumstances of non-fulfilment of obligations.
- 15.5. The Party affected by the epidemiological situation shall, at the request of the other Party, demonstrate the circumstances set out in the notification, including that the cause of the delay or non-fulfilment of liabilities is the epidemiological situation and that it has acted with due professional care to prevent the delay or non-fulfilment of liabilities.
- 15.6. In the event if due to the spread of the epidemiological situation or measures related to its restriction, the Parties are unable to continue to fulfil their obligations, the Parties agree to have the right to terminate the Contract. A party shall also have the right to terminate the Contract unilaterally if due to the spread of the epidemiological situation or measures related to its restriction for the other Party it is impossible to continue fulfilling the obligations under the Contract for more than 90 (ninety) days.

16. Addresses and communications of the Parties

- 16.1. The exchange of information between the Parties within the framework of the Contract shall take place electronically by sending information to the other Party's Project Manager's e-mail address specified in the Contract, but:
 - 16.1.1. notices related to changes in the scope of Works, Contract amount, Work performance deadlines and subcontractors, or related to replacement of the Work Manager, Project Manager or the Occupational Health and Safety Coordinator must be prepared in writing, sent electronically to the other Party's Project Manager's e-mail address specified in the Contract, signed with a secure electronic signature recognized in the Republic of Latvia or otherwise the originals must be handed over in person or sent by registered mail;
 - 16.1.2. deeds and other Contract performance documents shall be signed with a secure electronic signature recognized in the Republic of Latvia or drawn up in accordance with the provisions of the Contract.
- 16.2. The document or information is considered to be notified on the next working day after sending the e-mail to the Project Manager's e-mail address, if the original is an electronic document or delivered in person or sent by registered mail, in case of disagreement the document or information will be deemed to be notified within the time limits specified in the applicable law. Within the communication between the Parties a response shall be provided not later than within 10 (ten) working days from the day when the Party has received the notification from the other Party.
- 16.3. In case of changes in the legal status of any of the Parties, representation rights of employees of any Party, or any details of the Parties specified in the Contract, including credit institution (bank account) current accounts, phone numbers, email addresses, registered addresses and so on, the Party shall inform the other Party in writing immediately. If the Party fails to comply with provisions of this Clause, it shall be deemed that the other Party has completely fulfilled its obligations by using the information about the other Party, which is provided in the Contract. The provisions included in this Clause shall also refer to the representatives of the Parties and their details referred to in the Contract.
- 16.4. All notifications sent by one of the Parties to the other must be sent to the address specified in the Contract, unless otherwise specified by the receiving Party.

17. Signatures of the Parties

17.1. By signing this Contract, the Parties also agree to the Annexes provided as selected in Clause 3 of the Contract.

17.2. The Contract, together with its Annexes is signed by secure electronic signature which contains a time stamp. The Contractor shall sign the Contract by secure electronic signature containing a time stamp and the signed Contract shall be sent to the Employer's e-mail: [...]@latvenergo.lv within one working day and the Employer shall sign the Contract by secure electronic signature containing a time stamp and the signed Contract shall be sent to the [...] The Contract signing date is the date of the last added secure electronic signature containing a time stamp.

Latvenergo AS

CONTRACTOR

Emerson Process Management Sp. z o.o.

Dokument

[...]

[...]

[...]

[...]

Ar [...] tiek apzīmēta informācija, kas nav izpaužama trešajām pusēm