

**Maintenance and Services Agreement for TPP-2 Gas Turbines  
(ID Nr. AS "Latvenergo" 2025/16)**

**MAINTENANCE AND SERVICES AGREEMENT  
BETWEEN LATVENERGO AS AND GE VERNOVA GLOBAL SERVICES GmbH**

RIGA, 5th of december, 2025

**PART I**

**GENERAL TERMS OF THE CONTRACT**

**Table of Contents**

1 PARTIES.....	3
2 DEFINITIONS .....	3
3 SUBJECT OF THE CONTRACT.....	7
4 CONTRACT PRICE.....	8
5 CONTRACT TERM .....	8
6 DISPUTE RESOLUTION.....	8
7 CONFIDENTIAL INFORMATION.....	9
8 HEALTH AND SAFETY .....	10
9 SUPPLEMENTAL PAYMENT TERMS.....	10
10 ASSIGNMENT .....	10
11 SITE CONDITIONS AND HAZARDOUS MATERIALS.....	11
12 CHANGES .....	11
13 NOTICES .....	12
14 LAWS, CODES AND STANDARDS.....	12
15 GOVERNING LAW.....	13
16 TAXES AND DUTIES.....	13
17 NO NUCLEAR USE .....	14
18 GENERAL CLAUSES .....	14
19 SANCTIONS .....	15
20 CONTRACTOR'S QUALIFIED PERSONNEL AND SUBCONTRACTORS.....	15
21 PROTECTION OF PERSONAL DATA.....	16
22 CONTRACT SIGNING .....	17
23 APPENDICES (CONFIDENTIAL).....	17

**1 PARTIES**

**LATVENERGO AS**, a company duly organized and existing under the laws of the Republic of Latvia, with company number 40003032949, with its head office situated at Pulkveža Brieža street 12, Riga, Latvia (hereinafter - the **"Owner"**), represented by its [...]

and

**GE Vernova Global Services GmbH**, a company duly organized and existing under the laws of Switzerland, with company number CHE-428.071.776, with its head office situated at Brown Boveri Strasse 8, - 5400 Baden, Switzerland, (hereinafter - **"Contractor"**), represented by its [...], who is acting in accordance with Company Bylaws, and with a registered branch in Latvia **"GE Vernova Global Services GmbH filiāle Latvijā"** with registration number 40203052755, Owner and Contractor hereinafter together referred to as the **"Parties"** or each individually - the **"Party"**.

**2 DEFINITIONS**

Capitalized terms used in this Contract, unless otherwise expressly stated or as set out below:

**"Affiliate"** with respect to a party means an entity (including without limitation any individual, corporation, partnership, limited liability company) controlling, controlled by or under common control with that party.

**"Assumption Violation(s)"** means a violation of one or more of the Assumptions as specified in Appendix J.

**"Assumption(s)"** means the operating conditions specified in Appendix J.

**"Auxiliaries"** means the auxiliary equipment identified as such in Appendix A.

**"Boroscope Inspection"** means periodic boroscope inspection performed in accordance with Appendix C.

**"Competent person"** means a person who has such practical and theoretical knowledge and experience of the lifting equipment to be thoroughly examined which enables them to detect defects or weaknesses and to assess and report on their importance in relation to the safety and use of the lifting equipment. Note (1): The competent person may be a member of the organization's staff or through a third-party, unless otherwise mandated by local/country regulations.

**"Competitor of Contractor"** or **"Competitor"** shall mean any person or entity which (i) is engaged in the manufacture or sale of parts, components or equipment similar to or of a type manufactured or sold by General Electric Vernova Company and its Affiliates (including, without limitation, gas turbines, steam turbines or generators, or parts for gas turbines, steam turbines or generators), or (ii) is engaged in the provision of services similar to any services to be provided by Contractor under this Contract, or (iii) is an Affiliate of a person or entity engaged in any of the activity described in (i) or (ii) in Section 11.1 of the General Terms of this Contract.

**"Contract Performance Manager"** means the individual(s) from time to time identified by Contractor pursuant to Section 3.5 of the Special Terms and Conditions.

**"Contractor Equipment"** means the equipment and other tools and materials more fully defined in Section 7.4 of the Special Terms and Conditions.

**"Contractor Taxes"** means any and all corporate taxes that are measured by net income or profit imposed by any government authority of any country on Contractor, or its subcontractors, due to the performance of or payment for work under this Agreement.

**"Contract Year"** means in principle a twelve (12) months period starting on January 1st and ending on December 31st of the same calendar year with exception of:

- (i) the 1st Contract Year starting on the Contract Effective Date, and
- (ii) the last Contract Year ending at the end of Term.

**"Contractor's Personnel"** means qualified personnel of the Contractor to be provided for performance of Maintenance Services.

**"Covered Unit(s)"** means the two (2) Gas Turbine Units (within the limits set out in Appendix A) installed in the Site. Covered Units are owned and operated by the Owner.

**"Current Part"** means a Part with design that is commercially available from Contractor on the Effective Date.

**"Effective Date"** means the date on which this MSA comes into effect in accordance with Article 5 of the General Terms.

**"Engineering Study"** means system design and/or analysis of equipment, components or systems performed in a Repair Facility or at the Site by personnel using special techniques, instruments or devices with the objective of reporting opinions or recommendations related to the current condition and/or future serviceability of the equipment or system.

**"Excusable Event"** means any excusable event described in Article 14 of the Special Terms and Conditions.

**"Extra Remedial Work"** means Repair of Collateral Damage (as defined in this Agreement) provided by Contractor after the monetary cap described in Section 3.3 of the Special Terms and Conditions has been reached for an Outage.

**"Extra Work"** means goods or services that Contractor provides or performs pursuant to Section 3.4 of the Special

## **Terms and Conditions.**

**"FFH" or "Factored Fired Hours"** means the weighted number of hours that a Gas Turbine Unit is operated consisting of the actual hours of operation adjusted on account of conditions applicable during those hours of operation as per formulae set out in Appendix F.

**"Facility"** means the Covered Units, all the equipment installed in the same buildings as Covered Units and the buildings housing the Covered Units.

**"FS" or "Factored Starts"** means the weighted number of starts that a Gas Turbine Unit is operated consisting of the actual start/stop cycles adjusted on account of conditions applicable during those start/stop cycles as per formulae set out in Appendix F.

**"Gas Turbine Units"** means each 9FB gas turbine and 330H generator set including auxiliaries and control systems installed in the Site (Unit 1 and Unit 2).

**"Hazardous Materials"** means toxic substances, hazardous substances or hazardous wastes, as such terms are defined in any law, statute, ordinance or regulations promulgated by any national, federal, state, provincial, or local government authority of the European Union or the country of the Site.

**"INCOTERMS 2020"** means the official rules for the interpretation of trade terms as published in 2020 by the International Chamber of Commerce.

**"Indexed"** means prices, fees or rates to be adjusted in accordance with the indexation formulae set out in Appendix N.

**"Inspect Only Components"** means those components identified as such in Appendix A.

**"Inspection Consumables"** means miscellaneous hardware (such as screws, bolts, nuts, gaskets) and lubricants necessary to open and close the Covered Unit during Schedule Inspections. They are further detailed in Appendix I.

**"Inspection Guidelines"** means the inspection guidelines relative to the Covered Units, officially published by the respective OEMs, as they may be revised from time to time. Inspection Guidelines also include Warning Notes and OCM Manuals recommendations.

**"Contract"** and **"MSA"** means this Maintenance and Services Agreement between the Owner and the Contractor, which sets forth the Parties' respective rights, liabilities and obligations in relation to the services provided under this Contract.

**"Maintenance Services"** means together Schedule Maintenance Services and Unscheduled Maintenance Services.

**"Mandatory Spare Parts"** means parts and components for the Covered Unit(s), that Owner must keep and maintain at the Site during the term of this Contract, as identified in Exhibit G.

**"Monitoring s Performance System(s)"** means components, equipment and a system or systems which may be used from time to time by Contractor for monitoring of Facility equipment and/or provision of performance information and/or performance support, generally consisting of hardware, software, and a connection to a source of technical oversight or review.

**"OEM"** means the original equipment manufacturer either of the gas turbine or another equipment of a Covered Unit.

**"OsM Manuals"** means Covered Units' operation and maintenance manuals issued by the OEM thereof. Such manuals may be revised from time to time.

**"Operational Spare Parts"** means spare parts of the Covered Units, which are expected to be necessary to complete corrective maintenance. They relate mainly to auxiliary and control systems.

**"Owner Taxes"** means all taxes, duties, fees, or other charges of any nature (including ad valorem, consumption, excise, franchise, gross receipts, import, export, license, property, sales, stamp, storage, transfer, turnover, use or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related hereto), imposed by any governmental authority in any country. Products exported from the United States of America (US) are presumed to be exempt from Owner Taxes levied within the US.

**"Price List"** means the Appendices of the MSA defining the prices or rates applicable for the parts and services (including rental of tools) that the Owner may order under the MSA.

**"Project Managers"** means respectively Owner's and Contractor's representatives. They are responsible for the execution of the MSA.

**"Power Plant"** or **"Site"** or **"Facility"** means the site of Riga TPP-2 Combined Heat and Power Plant owned and operated by Latvenergo AS.

**"Prudent Industry Practices"** means the exercise of that degree of skill care, competence, diligence, foresight and prudence, and the application of such practices, methods and acts, at a minimum, as would ordinarily be expected in the power generation industry from a prudent owner and/or operator or service provider (as applicable) acting lawfully, reliably and safely in connection with power generation facilities and equipment similar to the Facility and Covered Unit(s).

**"Repair of Collateral Damage"** means Parts and Services to assess and repair Collateral Damage sustained by a Covered Unit.

**"Repair Facility"** means Contractor's or its subcontractor's repair facility where Repair Services are performed.

**"Repair Services"** means repair or refurbishment of parts or components of the Covered Units (including roundtrip shipment, incoming inspection, all repair services performed on site or in

Contractor's repair workshops and related reports and records), executed as per Contractor's repair specifications that may be purchased under the MSA.

**"Routine Maintenance"** means maintenance of a regular, preventive or minor nature, which is performed by the Owner during unit shutdown or during operation, to maintain the Covered Units and Power plant's equipment connected to the Covered Units in good working order on a day-to-day basis, including, but not limited to, painting, inspection, lubrication, calibration, adjustment, minor leak repair, provision of fluids, greases, and resins, cleaning, and replacement of all strainers, cartridges and filters (including inlet air filters), maintenance or replacement of sensors, fuses, thermocouples, gauges, switches, and light bulbs, removal, and installation of operational spares (except as specifically identified in Exhibit B to be part of Contractor's Covered Maintenance during a planned Outage per Section 1.13(a)), removal and installation of parts for Auxiliaries, and other similar preventive, routine or minor work, as would be expected by an operator acting in accordance with Prudent Utility Practices. Routine Maintenance excludes the Scheduled maintenance services and other services that are within the Contractor's scope. For the avoidance of doubts, a Boroscope Inspection is not part of Routine Maintenance.

**"Sanctions"** means (i) any international government imposed economic sanction(s); or (ii) the fact of a Party or its Affiliates being identified in the United States ("U.S.") Department of Treasury's SDN List, or the U.S. Department of Commerce's Entity List in Supplement No.4 to Part 774 of the Export Administration Regulations, or any equivalent list maintained by a member state of the European Union (EU), or NATO or any other relevant national government.

**"Sanctioned Party"** shall mean a person or an entity (i) impacted by any government imposed economic sanction(s); or (ii) identified in the United States ("U.S.") Department of Treasury's SDN List, or the U.S. Department of Commerce's Entity List in Supplement No.4 to Part 774 of the Export Administration Regulations, or any equivalent list maintained by a member state of the European Union (EU), or NATO or any other relevant national government; or (iii) based in, or legal resident of, any country designated by the United States as a "State Sponsor of Terrorism" under The Export Administration Act, The Arms Control Act, or The Foreign Assistance Act.

**"Scheduled Inspections"** means on-site maintenance inspections to be performed by the Contractor on the Covered Units in accordance with a predetermined interval (expressed in FFH, FS or calendar intervals) as per the Inspection Guidelines or TILs.

**"Scheduled Maintenance Services"** means the Services to be carried out by the Contractor as part of a Scheduled Inspection (including outage preparation and post-outage activities).

**"Services"** means the work, services and labor required to be provided by Contractor in accordance with this Contract consisting of (i) services of a Contract Performance Manager, (ii) Technical Advisory Services, (iii) craft labor work for disassembly of a Covered Unit(s), removal and installation of parts and re-assembly of the Covered Unit(s) and (iv) Repair Services.

**"Spare Parts"** means spare parts provided by the Contract under the MSA.

**"Special Tools"** means tools that the Owner shall make available under the MSA. An inventory list of such tools is given in Appendix E. Note: In case additional tools are needed for performance of the Services, the Contractor shall provide them under as Extra Works as per below Article 3 of the Special Terms and Conditions.

**"Storage Conditions"** means the conditions under which the Owner shall store Covered Units' spare parts and Special Tools on the Site in accordance with the Contractor's recommendations as defined in Appendix K. Spare parts and tools are to be stored protected from humid and the extremes of hot and cold weather conditions and preferably under safe control by the management of the Power Plant to ensure that the spare parts are in functional condition and available when needed.

**"Thorough Examinations and Inspections"**

Thorough examinations must be performed by a Competent Person, drawn up to suit the operating conditions of each specific item of lifting equipment and type of accessory Examination plans protocols must include:

- a) A detailed schedule of checks, appropriate examination techniques and testing requirements
- b) Details of any inspections to be performed between thorough examinations.
- c) Details of pre-use checks, in-service inspections and thorough examinations for equipment and accessories that are seldom used or have been out of service for extended periods of time Any new lifting equipment or accessory, that has not been used before, must be accompanied by a test certificate / declaration of conformity, which confirms that it has undergone a thorough examination

(not more than 12 months previously, 6 months for equipment used to lift people, mobile cranes and telescopic hydraulic gantry systems) and specifying the SWL, prior to first use.

In buildings where passenger lifts / elevators are installed, the owner of the building must ensure that the passenger lift is safe to use and that it receives periodic thorough examinations and inspections, in accordance with local regulations.

**"Technical Advisory Services"** means engineering and technical advice and guidance, based upon Contractor's then current standard practices, with respect to the Covered Unit(s) or the Parts.

**"Technical Information Letter"** or **"TIL"** means any written Technical Information Letter, Service Bulletin or Marine C Industrial Service Letter applicable to the Owner's Covered Unit(s) mandating an inspection or a repair or replacement of components or parts of the Covered Unit(s) which is issued to Owner by Contractor or any Affiliate of Contractor.

**"Term"** means the period as described in Article 5 of the General Terms.

**"Time and Material Rates"** means (i) Contractor's hourly rates for Technical Advisory Services in accordance with Appendix M, adjusted in accordance with Appendix N, applied to the number of hours of such services including travel time plus (ii) reasonable travel and living expenses (including standard per diems, if applicable) plus (iii) the published or standard price of Parts manufactured by Contractor (for example, as published in the parts edge-web application) as in effect at the time the Parts are shipped, plus (iv) the price of parts, materials and subcontracted labor and services, including craft labor, purchased by Contractor, as shown by invoices for the same, together with a markup of twenty five (25%) percent of such invoices, plus (v) the then-applicable price for any Repair Services.

**"Unscheduled Maintenance Services"** means Maintenance Services performed by the Contractor under an Unscheduled Outage and ordered by the Owner as Extra Work, unless pursuant to Contractor's warranty obligations (in which case Unscheduled Maintenance Services shall be carried out at the Contractor's cost).

**"Unscheduled Outage"** means Covered Unit's outage for performance of corrective maintenance, which can be categorized as:

- (i) deferred corrective maintenance: which is not immediately carried out after fault detection but is delayed in accordance with given rules; or
- (ii) immediate corrective maintenance: carried out without delay after a fault has been detected to avoid unacceptable consequences

**"Upgraded Part"** means a Part with upgraded design compared to that of the Current Part, which results in a new Part number.

### 3 SUBJECT OF THE CONTRACT

For each Covered Unit, from the Maintenance Start Date applicable to such Covered Unit and for the Term, the Contractor shall provide the following:

Item	Gas Turbine Unit 1
Covered Maintenance	<input checked="" type="checkbox"/>
Repair of Collateral Damage	<input checked="" type="checkbox"/>
Extra Work	<input checked="" type="checkbox"/>
Contract Performance management	<input checked="" type="checkbox"/>
Monitoring & performance System	<input checked="" type="checkbox"/>
Technical Advisory Services	<input checked="" type="checkbox"/>

Item	Gas Turbine Unit 2
Covered Maintenance	<input checked="" type="checkbox"/>
Repair of Collateral Damage	<input checked="" type="checkbox"/>
Extra Work	<input checked="" type="checkbox"/>
Contract Performance management	<input checked="" type="checkbox"/>
Monitoring & performance System	<input checked="" type="checkbox"/>
Technical Advisory Services	<input checked="" type="checkbox"/>

As well as guaranteed performances set out in Appendix L:

Guarantee	Gas Turbine Unit 1
Scheduled Outage Duration	<input checked="" type="checkbox"/>
On site Mobilization	<input checked="" type="checkbox"/>

Guarantee	Gas Turbine Unit 2
Scheduled Outage Duration	<input checked="" type="checkbox"/>
On site Mobilization	<input checked="" type="checkbox"/>

#### 4 CONTRACT PRICE

The Contract Price is set up to 50 553 731,00 EUR (fifty million five hundred fifty-three thousand seven hundred thirty one *euro*, 00 cents). The Contract Price stated above is indicative. The costs under this Contract consist of various rates that depend on the number of operating hours of the respective turbine – and the indicated amount has been calculated based on historical load data and projected future turbine load. Payments arising from the Contract shall be made in accordance with the procedures set forth in the Contract.

#### 5 CONTRACT TERM

The term of the MSA (the “Term”) shall commence on December 8th, 2025 (the “Effective Date”) and shall expire (unless otherwise terminated in accordance with the MSA) upon Ten (10) years from the Effective Date. The conditions under which either Party is entitled to terminate the Contract prior to the term specified in this Article are set forth in the Special Terms and Conditions.

#### 6 DISPUTE RESOLUTION

All disputes arising in connection with this Contract shall be settled, if possible, by negotiation of the Parties. If the matter is not resolved by such negotiations, either Party may, by the giving of written notice, cause the matter to be referred to a meeting of appropriate higher management of the Parties. Such meeting shall be held within ten (10) business days following the giving of the written notice.

If the matter is not resolved within twenty (20) business days after the date of the notice referring the matter to appropriate higher management, or such later date as may be mutually agreed upon, then (a) any dispute as to whether a specific action on the part of Contractor or on the part of Owner is required in accordance with Prudent industry Practices may be submitted to non-binding expert determination and (b) all other disputes may be submitted to nonbinding mediation upon the mutual agreement of the Parties. In the event of expert determination, the Parties shall agree at the time of the dispute on the expert and on the professional body or institution from which the expert shall be selected. The expert shall not be of Latvian citizenship and shall be appointed by the mutual agreement of the Parties. The expert shall issue his opinion in writing in English language within 30 days of the referral of the matter to him. The expert fees shall be shared equally by the Parties. In the event of mediation, mediator fees shall be shared equally by the Parties. If (a) the matter is not resolved through such mediation (or within twenty (20) business days after the date of the notice referring the matter to appropriate higher management, or such later date as may be mutually agreed upon, if there is no mediation), (b) the Parties fail to agree on the identity of the expert within twenty (20) business days after the date of the notice referring the matter to appropriate higher management or such later date as may be mutually agreed upon, or (c) one of the Parties disagrees with the expert opinion, then the dispute shall be finally settled by arbitration without recourse to common or commercial courts. Each Party shall have the right by giving notice to the other Party to refer a dispute or controversy to arbitration at any time after the time described in the previous sentence. The notice shall identify the name and address of the arbitrator appointed by the Party giving notice and the points of dispute. Within thirty (30) days after receipt of such notice, the other Party shall give notice to the first Party of the appointment and name and address of the second arbitrator. Within sixty (60) days after appointment of the second arbitrator, the two (2) arbitrators so appointed shall appoint a third arbitrator as chairman of the arbitration tribunal. If any appointment is not made within the time specified, then the President of the International Chamber of Commerce shall have the power, on the request of either Party, to make such appointments. The arbitration shall be conducted in the English language, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration shall be held in Stockholm, or such other location as mutually agreed upon by the Parties. In arriving at their decision, the arbitrators shall consider the pertinent facts and circumstances and be guided by the terms and conditions of this Contract; and, if a solution is not found in the terms of this Agreement, the arbitrators shall apply the Governing Law of the Contract as defined in Article 19 of the General Terms (Governing Law). Both Parties shall have the right to present documentary evidence, witnesses and to cross-examine witnesses. The decision of the arbitrators shall be final and binding upon both Parties and may be entered in any court having jurisdiction thereof. Neither Party shall seek recourse to a law court or other authorities to appeal for revisions of such decision. Each Party shall be liable for its own attorneys' fees and other litigation expenses. International Chamber of Commerce and arbitrator fees and expenses for the arbitration shall be shared equally. On request of either Party, a transcript of the hearings shall be prepared and made available to the Parties. Notwithstanding the foregoing, each Party shall have the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, in order to seek and obtain a restraining order or injunction, but not monetary damages, to enforce the confidentiality provisions set forth in Article 8 of the General Terms (Confidential Information). Monetary damages shall only be available in accordance with procedures set out in Article 6 of the General Terms (Dispute Resolution).

## **7 CONFIDENTIAL INFORMATION**

Information, suggestions, or ideas transmitted in connection with performance hereunder are not to be regarded as secret or submitted in confidence except in accordance with this Article 7.

Any information disclosed by either Party in connection with this Contract and designated in writing, by label, stamp or other written communication by the disclosing Party as "confidential" or "proprietary" at the time of disclosure (or within ten (10) days after verbal disclosure) shall be treated as "Confidential Information" subject to this Article 8. It is agreed that all prices, and this Contract and all drafts hereof, shall always be considered Contractor's Confidential

Information. The recipient Party agrees (i) to treat such Confidential Information as confidential and not disclose it to third parties other than Contractor Affiliate entities (except any Owner Affiliate that is a Competitor of Contractor or is a Sanctioned Party, as defined in Article 2 "Definitions" of the General Terms of this Contract) as necessary for performance of this Contract, (ii) to restrict the use of such Confidential Information to matters relating to the recipient Party's performance of this Contract, and (iii) to restrict access to such information to employees of the recipient Party and Contractor's Affiliate entities whose access is necessary in the implementation of this Contract, and (iv) that each Party may disclose Confidential Information to its legal advisors, auditors and accountants who agree in writing to maintain the confidentiality of such Confidential Information commensurate with the protections provided under this Article 7. All copies of written Confidential Information will be returned to the disclosing Party upon request (i) except to the extent that an item of such information is designated to be retained by the recipient Party pursuant to a specific provision of this Contract, and (ii) Contractor may retain one copy of Owner Confidential Information until such time as all its liability under this Contract terminates.

The foregoing restrictions do not apply to Confidential Information which: (i) is, or becomes, publicly known other than through a breach of this Article 7 or other illegal or wrongful act; (ii) is in possession of the recipient Party prior to receipt from the disclosing Party, or (iii) is independently developed by the recipient Party, provided that the person or persons developing the same have not had access to such Confidential Information from the disclosing Party under this Contract, (iv) is furnished to others by the disclosing Party without restrictions similar to those herein on the right of the receiving Party to use or disclose, or (v) must be disclosed pursuant to requirements of law or valid legal process, provided that the Party intending to make disclosure in response to such requirements or process shall promptly notify the disclosing Party in advance of any such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information, (vi) must be published in accordance with the applicable laws and regulations of the Republic of Latvia regulating the publication of procurement documentation, with the exception of information identified by Contractor as "Commercial Secret", which information shall be treated as Confidential Information. The confidentiality obligations set forth in this Article 7 with respect to an item of Confidential Information shall expire upon the later of (a) two (2) years following expiration or earlier termination of this Contract or (b) four (4) years from the disclosure of such item of Confidential Information.

Nothing herein, however, is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.

## **8 HEALTH AND SAFETY**

Owner will take necessary precautions for the safety of Contractor's personnel at the Site. This includes, but is not limited to, provision for review by Contractor of, and instruction by Owner on Owner's safety practices, proper and safe handling and disposal of hazardous substances and protection of Contractor's personnel from exposure thereto, energization/ de-energization of all power systems (electrical, mechanical and hydraulic) using a safe and effective lock-out tag procedure, and conducting periodic safety meetings.

The Owner does not reimburse costs if the Contractor's or its subcontractor's employees have acted with gross negligence or deliberately failed to comply with safety instructions, including the Owner's instructions for work at the Site.

Contractor may, from time to time, conduct safety audits to ensure safe conditions exist and make recommendations to Owner concerning the same. Neither the conduct nor non-conduct of safety



audits, nor the making of any recommendation by Contractor, shall relieve Owner of the responsibility for providing a safe working environment.

If Contractor's personnel require medical attention, local Owner facilities will be made available to Contractor's personnel for the duration of such needs.

If, in Contractor's reasonable opinion, security or safety of personnel or the safe execution of work is, or is apt to be, imperiled by security concerns, local conditions, war (declared or undeclared), armed conflict or threatened conflict, civil unrest or riots, terroristic acts or threats, threat to safety or well-being of the Facility or Facility personnel or Contractor's persons or interests, Contractor may remove some or all of its personnel from the Site and/or suspend performances of all or any part of its Services and/or evacuate its personnel. In the event of an evacuation, Owner shall assist in said evacuation. Any of the foregoing shall be an Excusable Event. Operation of Owner equipment at the Site, including the Covered Unit(s), is the responsibility of the Owner. If Owner requires or permits Contractor's personnel to operate Owner equipment at the Site, Owner shall indemnify and save Contractor, its employees and agents, harmless from expense and liability (including reasonable attorneys' fees) incurred by or imposed upon Contractor, its employees and agents, based upon injury to persons (including death) or damage to property resulting from operation of Owner equipment at the Site by Contractor's Personnel. Contractor shall comply with reasonable health and safety requirements established from time to time by Owner at the Facility, provided, however, that if Owner imposes unusual or new requirements, or requirements that materially impact Contractor's costs or performance, the Parties will negotiate appropriate amendments to this Contract to address such impact, including an equitable adjustment in price and payment terms.

## **G SUPPLEMENTAL PAYMENT TERMS**

### **G.1 Nonfulfillment**

In addition to its other rights, if Owner fails to fulfill any of the payment conditions in this Agreement, becomes generally unable to pay its debts as they become due, or Owner or any entity issuing a guaranty of Owner's performance sustains a material deterioration of its financial condition, Contractor may suspend performance, delivery and/or the application of any Guaranteed Performance Commitment and/or thereafter require full or partial payment in advance. Any cost incurred by Contractor in accordance with such suspension (including storage costs) shall be payable by Owner upon submission of Contractor's invoices.

The Owner is not liable for failure to fulfill payment obligations if Sanctions have been imposed on the Contractor and therefore payment cannot be made.

### **G.2 Repair Services Lien**

If Repair Services are performed at the Repair Facility, Contractor shall be entitled to all rights of retention and lien available as a matter of applicable law.

## **10 ASSIGNMENT**

### **10.1 Assignment to Affiliates**

Contractor shall have the right to transfer, in whole or in part, by way of assignment or novation to any Contractor Affiliate, its rights and/or obligations under this Contract provided that the transferee Contractor Affiliate has the legal, financial and technical capability to perform the Contract. Owner agrees to execute such subsequent documentation, including a consent to such transfer releasing assignor from obligations under this Agreement, as may be necessary to effectuate the assignment or novation.

However, the Owner agrees to the novation of the Contract and substitution of the Contractor as a party only if such novation occurs in accordance with the provisions of the Law on the Procurements of

Public Service Providers of Republic of Latvia, which define the cases when the Contractor can be replaced with another company.

In the event of any such assignment to an Affiliate, Contractor shall provide a guaranty to Owner of the obligations of the transferee company arising from the transferred work. The guaranty will be in the form attached hereto as Appendix P.

Owner shall have the right to transfer, by way of assignment or novation to an Owner Affiliate, this Contract in its entirety, provided that the transferee Owner Affiliate has the legal, financial and technical capability to perform the Contract and is not a Competitor of Contractor or a Sanctioned Party, and that such a transfer would not cause Contractor to be in violation of any laws or regulations. Contractors agree to execute such subsequent documentation, including the consent to such transfer releasing assignor from obligations under this Agreement, as may be necessary to effectuate the assignment or novation.

In the event of any such assignment to an Affiliate, Owner shall provide a guaranty to Contractor of the obligations of the transferee Owner Affiliate. The guaranty will be in the form attached hereto as Appendix P.

## **10.2. No Assignment**

Except as set forth in Section 10.1, neither Party may transfer or assign, in whole or in part, any of its rights or obligations under this Contract without the express written consent of the other Party. Any transfer or assignment, or attempted transfer or assignment, in contravention of this Section 10.2, whether by operation of law or otherwise, shall be null and void. For purposes of this Section 10.2, a sale or transfer of all or a controlling interest in a Party, in whatever form such interest may be held, sold or transferred, shall be deemed to be a transfer and assignment subject to this Section.

Nothing in this Section 10.2 shall restrict Contractor from subcontracting portions of its work, provided that Contractor shall remain responsible to Owner for performance of subcontracted scope.

## **11 SITE CONDITIONS AND HAZARDOUS MATERIALS**

Prior to Contractor commencing each work event at the Site, Owner shall (i) provide documentation that identifies any existing contamination of Site property and the presence of any Hazardous Materials in or about the Facility, and (ii) allow Contractor, at its option, access to the Site and Facility to perform a Site evaluation, including without limitation, a review of applicable documents and visual examination of the Site and Facility and Covered Units, provided, however, the conduct or non-conduct of any such evaluation shall not give Contractor any responsibility or liability respecting Site conditions. Responsibilities and liability respecting Site conditions shall be in accordance with the other provisions of this Agreement.

Contractor shall inform the Owner if any of the following conditions are encountered in the course of Contractor's work: (i) conditions at the Site differing materially from those disclosed by the Owner, or (ii) previously unknown physical conditions at the Site differing from those ordinarily encountered and generally recognized as inherent in the work of the character provided in this Contract. Owner shall promptly investigate the conditions described above.

If any such condition causes an increase in Contractor's cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment in price and time of performance shall be made.

If, at the Site, Contractor encounters Hazardous Materials which require special handling and/or disposal, Owner shall immediately take all steps required to legally eliminate such hazardous conditions so that Contractor's work under this Contract may safely proceed. If any such Hazardous Materials cause an increase in Contractor's work, or cost of, or the time required for performance of work under this Contract, additional work and cost shall be charged as Extra Work and an equitable adjustment shall be made in any schedule. Owner agrees to properly dispose of all Hazardous Materials produced or generated in the course of Contractor's work at the Site. Owner shall indemnify and hold Contractor harmless for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to the presence of any Hazardous Materials which are: (i) present on the Site prior to the commencement of the applicable Contractor work event, or (ii)

improperly handled or disposed of by Owner, or (iii) brought on to the Site or produced or released thereon by parties other than Contractor or its subcontractors under this Contract.

## **12 CHANGES**

Each Party may, from time to time, propose changes in the scope of parts and/or services to be provided by Contractor under this Contract, which changes will be subject to mutual agreement of the Parties. Contractor will advise Owner if any proposed change will result in a change in the price or payments, anticipated schedule of performance or Guaranteed Performance Commitment, or have other impacts upon the terms or performance of this Contract. Neither Party shall be obligated to proceed with any change until the Parties have agreed upon its effect and signed a written amendment or change order document describing the change in scope, schedule or price, and other provisions as needed.

## **13 NOTICES**

All notices required or desired to be given pursuant to this Contract shall be in writing and shall be delivered by:

- personal in-hand delivery,
  - sent by facsimile transmission,
- sent prepaid by recognized delivery service (such as Federal Express), or
- sent electronically if signed via DocuSign with a standard electronic signature (SES), addressed as follows:

### **If to Owner**

Latvenergo AS  
Pulkveža Brieža iela 12, Rīga, Latvija, LV-1230  
Attention: [...] (Owner's Contact Person)  
E-mail: [...]  
Facsimile No.: [...]  
Telephone No.: [...]  
Mobile No.: [...]

### **With a copy to (only if the original notice is sent in hard copy)**

Rīga TPP-2  
Acone, Salaspils novads Rīgas rajons, Latvija, LV-2119  
Attention: Rīga TPP-2  
Facsimile No.: [...]

### **If to Contractor**

GE Vernova Global Services GmbH,  
Brown Boveri Strasse 8, 5400 Baden, Switzerland. Attention: Customer Portfolio Manager  
E-mail: [...]  
Telephone No: [...]

### **With a copy to**

GE Vernova Global Services GmbH,  
Brown Boveri Strasse 8, 5400 Baden, Switzerland.  
Attention: [...]  
E-mail: [...]  
Telephone No: [...]

Such notices shall be deemed to have been given:

- when delivered in the case of in-hand delivery,
- on the date shown by a facsimile transmission report or confirmation in the case of successfully completed facsimile transmission,

- on the date of delivery in the case of delivery service, and
- on the date indicated in the DocuSign completion certificate, provided that the notice has been signed using DocuSign and successfully delivered to the e-mail address specified above, and no delivery failure notification has been received. The date of signature shall not be considered the date of notice unless the notice is delivered on the same date.

Either Party may modify its address or its designated contact person for notices by advance written notice to the other Party delivered in conformance with this Article 13. Such modification may be made by unilateral notice.

#### **14 LAWS, CODES AND STANDARDS**

The prices set forth in this Contract are based on Contractor's manufacture and delivery of the Parts and performance of the Services and Digital Solutions pursuant to (i) its manufacturing processes and procedures and quality assurance program, (ii) those portions of industry specifications, codes and standards (including but not limited to international standards like ISO, ASTM, NFPA etc), in effect as of the date of Contractor's proposal to Owner which Contractor has deemed applicable to the Parts and Services and Digital Solutions, (iii) applicable laws, rules, regulations executive branch and/or Presidential Orders or similar governmental orders with mandatory effect, Presidential Proclamations, U.S. National Security Directives, or similar legal requirements, in any jurisdiction that impact Contractor's performance in effect on the date of Contractor's proposal to Owner ("Applicable Laws"), (iv) the Assumptions, (v) the ownership of Owner, and (vi) the expected ability of Owner to fully perform the financial, technical and other terms of this Contract.

In the event of (a) any change in industry specifications, codes, standards, laws, rules, regulations described or Applicable Laws in above (ii) or (iii) after the date of Contractor's proposal which affect the Contractor's

performance, or (b) any failure to meet or change in, after the Contract Effective Date, any of the conditions described in above (v) or (vi), the price will be equitably increased to reflect additional costs to be incurred by Contractor and reasonable adjustments will be made to delivery and performance dates, the Guaranteed Performance Commitment, financial and payment terms, and other provisions as appropriate.

Notwithstanding the foregoing paragraphs, no modification in price will be made as a result of any general change in the manufacturing facilities of Contractor resulting from the imposition of any requirements by any national, federal, state or local governmental entity.

All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations of the United States of America (US), United Kingdom (UK), EU, Switzerland (CH) and any other applicable trade control laws and regulations and any amendments thereof. Owner hereby agrees that it shall not transship, re-export, divert or otherwise make or allow any disposition of US origin goods, software or other material or technical data, or the direct product thereof, supplied by Contractor under this Contract, to any country other than the country in which the Facility is located, except as may be permitted by such US laws and regulations. Owner hereby certifies that the equipment, materials, services, technical data, software or other information or assistance furnished by Contractor under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by the Owner or by any entity acting on Owner's behalf.

Owner's material violation of the 4th clause of this Article 14, including the obligation not to re-export, is a material breach pursuant to Section 5.2.4 of the Special Term and Conditions ("TERMINATION DUE TO OWNER'S DEFAULT").

#### **15 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Latvia without regard to its choice of laws rules (the "Governing Law").

The ruling language of the Contract shall be English, regardless of any translations that may be made for the convenience of the Parties.

The United Nations Convention on Contracts (CISG) shall not apply to the part of the Contract to which it may be applicable.

## **16 TAXES AND DUTIES**

Contractor shall be responsible for and shall pay directly all Contractor Taxes. If Owner deducts or withholds Contractor Taxes, Owner shall furnish within one (1) month to Contractor accurate official receipts from the appropriate governmental authority for each deducted or withheld amount of Contractor Taxes.

Owner shall be responsible for, and shall pay directly, all Owner Taxes. All payments due and payable by Owner to Contractor hereunder shall be made in the full amount of the price specified in this Agreement, free and clear of all deductions and withholding for Owner Taxes.

If Owner deducts or withholds Owner Taxes, Owner shall pay additional amounts to Contractor to cause the amounts actually received by Contractor, net of deducted or withheld Owner Taxes, to equal the full amount of the specified prices, and shall provide to Contractor within one (1) month, along with such payments, accurate official receipts from the appropriate governmental authority for deducted or withheld Owner Taxes. If Contractor is required to pay Owner Taxes, Owner shall, promptly upon presentation of Contractor's invoice for such Owner Taxes, pay to Contractor in EURO an amount equal to the EURO equivalent of such Owner Taxes (calculated at the exchange rate in effect at the time when payment of such Owner Taxes was made as published by the European Central Bank on the day before the payment date).

If Owner intends to claim any exemption from taxes or duties related to this Contract or its performance, Owner agrees to furnish without charge evidence of tax or duty exemption acceptable to the taxing or customs authorities.

Furthermore, if Owner arranges for export shipment, Owner agrees to provide Contractor, without charge, an export bill of lading.

## **17 NO NUCLEAR USE**

The parts and services provided and performed hereunder are not intended for application (and shall not be used) in connection with any nuclear installation or activity and Owner warrants that it shall not use the parts or services for any such purpose, or permit others to use the parts or services for any such purpose.

If, in breach of the foregoing, any such use occurs, Contractor, its affiliates, suppliers and subcontractors, shall have no liability for any nuclear or other damage, injury or contamination, and Owner shall indemnify Contractor, its affiliates, suppliers and subcontractors of every type and tier, against any such liability, whether arising as a result of breach of contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability or otherwise.

## **18 GENERAL CLAUSES**

Except as provided in the Articles entitled "Limitations of Liability" and "No Nuclear Use", the provisions of this Contract are for the benefit of the Parties hereto and not for any other or third party.

Notwithstanding anything to the contrary, Contractor shall have the right, in its discretion, to gather and use data and information concerning Parts, Covered Unit and Facility performance, so long as Contractor does not disclose to any party not a Contractor Affiliate an identification of the Owner in connection with a particular item of data or information.

Owner and Contractor are each independent of the other and nothing in this Contract is intended, or shall be deemed, to create a partnership or joint venture of the Parties. No modification, amendment, rescission, waiver or other change shall be binding on a Party unless agreed in writing by that Party. This Contract is the result of mutual negotiation of the Parties and represents the entire agreement between the Parties. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

The invalidity in whole or in part of any portion of this Contract shall not affect the validity of the remainder of this Contract and in such a case of invalidity the Parties shall endeavor in good faith to modify the invalid provisions so as to carry out as nearly as possible the original intent of the Parties in

a legally enforceable manner. To the maximum extent permitted by the law, the rights and remedies set forth in this Contract are the exclusive rights and remedies of each Party with respect to this Agreement, its performance or breach with the express exclusion of any other remedy set forth under the law or otherwise. The language of this Agreement, and all documents, materials and training, if any, to be supplied by Contractor under this Contract shall be English. Owner represents that it is the sole owner of the Covered Unit(s), Facility and Site. In the event that there is an additional or different owner of all or any portion of the Covered Unit(s), Facility, or Site, in addition to any other rights of Contractor, Owner shall indemnify and hold harmless Contractor from any and all claims, suits, losses and expenses (including attorneys fees) brought against or incurred by Contractor by, or on account of, any such additional or different owner. Should Owner's insurers, legal successors or affiliated companies assert any claim against the Contractor, Contractor's affiliated companies or subcontractors beyond the contractually agreed limitations and exclusions, the Owner shall indemnify the Contractor, Contractor's affiliated companies or subcontractors against such claims on first demand. Article and Section headings are for convenience and shall not be given effect in interpretation of this Agreement. Where the context requires, words importing the singular shall include the plural and vice versa. References to any law or regulatory provision shall also include any amendment to such law or regulation. A reference to a consent or approval not being unreasonably withheld also includes an agreement that the consent or approval will not be unreasonably delayed. Subject to liability time limitations contained herein, the following Articles and Sections shall survive termination of the Contract: Section 5.2 of the Special Terms and Conditions (Termination and Suspension Rights), Section 8.2 of the Special Terms and Conditions (Owner's Insurance, to the extent of the waiver of subrogation), Article 9 of the Special Terms and Conditions (Warranty), Article 11 of the Special Terms and Conditions (Limitations of Liability), Article 6 of the General Terms (Dispute Resolution), Article 7 of the General Terms (Confidential Information), Clause 5 of Article 8 Health and Safety of the General Terms, Section 9.2 of the General Terms (Repair Services Lien), Article 10 of the General Terms (Assignment), Article 11 of the General Terms (Site Conditions and Hazardous Materials), Article 12 of the Special Terms and Conditions (Indemnification), Article 13 of the Special Terms and Conditions (Intellectual Property and Patents), Article 14 of the Special Terms and Conditions (Excusable Events), Article 13 of the General Terms (Notices), Article 14 of the General Terms (Laws, Codes and Standards), Article 15 of the General Terms (Governing Law), Article 16 of the General Terms (Taxes and Duties), Article 17 of the General Terms (No Nuclear Use) and Article 18 of the General Terms (General Clauses), provided, however, that in the event of a termination by Contractor on account of Owner's Default or Insolvency, Owner's warranty and guarantee rights under Article 9 of the Special Terms and Conditions (Warranty) and Owner's rights under Article 13 of the Special Terms and Conditions (Intellectual Property and Patents) shall also terminate. The Parties agree that documents related to the performance of this Contract, including but not limited to Delivery and Acceptance Certificates, performance certificates and other confirmations or notices, may be signed using DocuSign with a standard electronic signature (SES). Any such document signed via DocuSign shall have the same legal force and effect as if signed in wet-ink form, provided that the individual signing is duly authorised and the DocuSign completion certificate is retained as evidence of execution.

## **1G SANCTIONS**

### **1G.1. Compliance**

By signing the Contract, the Parties confirm that they will comply with Sanctions in the performance of the Agreement, and will take all necessary steps to ensure that the Parties' cooperation with their subcontractors does not create any additional Sanctions risks for the other Party, including, but not limited to, ensuring the Parties' cooperation with such subcontractors whose structure of participants or shareholders is clear and verifiable.

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.

Each Party represents, warrants, and covenants that, it has complied with, will comply with, and will cause its Affiliates, related parties and representatives to fully comply with all: (a) applicable Laws and regulations to the extent such Laws and regulations are mandatorily applicable to the scope of the Contract; (b) Laws regarding antibribery or kick-backs, illegal payments and gratuities, anti-money laundering, anti-fraud regulations and related books and records requirements and/or similar practices (including the Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 and any other applicable local anti-bribery laws) in the performance of any activity directly or indirectly related to the Contract; and (c) applicable antitrust and competition Laws and regulations in connection with this Contract activities.

Each Party represents that (i) it will not engage any third party, sales representative, agent or consultant in connection with the Project without the prior written consent of each of the Parties, and (ii) it will disclose to each other the use of any sales representative, agent or consultant before the signing of the Contract."

### **1G.2. Provision of Information**

At the request of the Owner, in order to ensure that the Owner can verify the compliance with the Sanctions, no later than within 30 (thirty) working days, unless the Parties have agreed on another term, the Contractor is obliged to provide the Owner 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;
- 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.

### **1G.3. Origin and Traceability**

The Contractor ensures that goods and/or materials originating in the Russian Federation or the Republic of Belarus will not be used in the performance of the Contract.

The Contractor shall ensure supply chain traceability of goods and/or materials, and their components, which are required to be used for the fulfilment of the Contract. No later than within 20 (twenty) days after the request of the Owner the Contractor shall provide to the Owner information or documents on the country of origin of goods and/or materials, or their components, required to be used for the fulfilment of the Contract, their manufacturer and delivery routes.

## **20 CONTRACTOR'S QUALIFIED PERSONNEL AND SUBCONTRACTORS**

### **20.1. Qualified personnel**

In case if the Contract has been concluded as a result of a procurement procedure where the qualification of personnel was evaluated, the list of such personnel and the justification for their qualifications shall be indicated in Appendix Q. The Contractor ensures compliance of the qualification of the personnel included in Appendix Q throughout the duration of the Contract, changes to the list of qualified personnel are possible only with the prior written permission of the Owner. The Owner shall not agree to the change of the personnel indicated in Appendix Q in cases when the offered personnel does not meet the requirements brought forward for the personnel in the procurement procedure documents or it does not have at least the same qualification and experience as for the personnel specified in Appendix Q.

## 20.2. Subcontractors

20.2.1 By involving subcontractors in the fulfilment of the Contract, the Contractor bears full responsibility for work performed by the subcontractors, for compliance with the deadlines of work performed by the subcontractors, for losses incurred, as well as shall pay to the subcontractors.

20.2.2. Owner shall not be liable for Contractor's obligations assumed towards subcontractors or third parties in order to ensure performance of the Contract or in relation to the Contract.

20.2.3. Provisions of the sub-contracts concluded by the Contractor must not contradict to the provisions of Contract as well as the requirements of regulatory enactments and the procurement procedure, if the Contract has been entered into as a result of the procurement procedure.

20.2.4. 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 Appendix Q.

20.2.5. The list of subcontractors (Appendix Q) shall include also subcontractors of the subcontractors, and terms and conditions of Section 20.2 shall apply to them.

20.5.6 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 Owner's consent.

20.5.7 The Owner shall take decision to either allow or refuse replacement of subcontractor or qualified personnel, or involvement of new subcontractors in performance of the Contract in the shortest possible time, however, no later than within 5 (five) working days from the date of receipt of all the relevant information and documents required for evaluation of the subcontractor or qualified personnel.

20.5.8 By involving a subcontractor in accordance with the requirements of the Law on the Procurements of Public Service Providers of Republic of Latvia, the Contractor shall submit to the Owner 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 Republic of Latvia and procurement procedure documents.

20.5.9 The Owner shall not approve replacement or involvement of subcontractors in the event of any of the following:

a. the subcontractor offered does not conform with the requirements for subcontractors stipulated by the Law on the Procurements of Public Service Providers of Republic of Latvia and procurement procedure documents;

b. 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 Republic of Latvia and procurement procedure documents;

c. 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.

20.5.10 The Owner approves replacement of subcontractor, provided that conditions referred to in Section 20.5.9 do not apply to the new subcontractor, in the following cases:

a. the subcontractor indicated in the Appendix Q has submitted a written notice on withdrawal from participation in performance of the Contract;

b. the subcontractor indicated in the Appendix complies with the tenderer exclusion conditions stated in the Law on the Procurements of Public Service Providers of Republic of Latvia and procurement documents;

c. the scope of Works of the subcontractor to be involved does not exceed EUR 10 000 (ten thousand euro) of the scope of the works under the Contract. If the Owner agrees to the changes applied by the Contractor and the scope of the works of the subcontractor (or its subcontractors) to be involved exceeds EUR 10 000 (ten thousand euro) of the scope of the Contract or in case specified in Section 20.1 the Parties shall amend/supplement the relevant Appendix in writing.



## 21 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).

The Owner in accordance with the principles of customer personal data processing developed by the Owner and uploaded on its website (available at <https://latvenergo.lv/en/personas-datu-apstrades-principi/klientu-personas-datuapstrades-principi>) 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, verification of personnel qualifications, provision of security at the sites of Latvenergo AS.

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.

## 22 CONTRACT SIGNING

This Contract shall be executed using DocuSign with a standard electronic signature (SES). By signing this Contract

through DocuSign, each Party confirms its intention to be legally bound and acknowledges that this Contract shall have the same legal force and effect as if signed in wet-ink form.

Each Party shall ensure that the individual signing on its behalf is duly authorised. The DocuSign completion certificate generated upon execution shall constitute sufficient evidence of signature, execution, and the date and time of signing.

For the avoidance of doubt, unless mandatory law requires the use of a qualified electronic signature, the Parties expressly agree that the use of a standard electronic signature via DocuSign is valid and enforceable for the execution of this Contract and any amendments thereto. Nothing in this Article prevents the Parties from using a qualified electronic signature (QES) in the future, provided that both Parties have the mutual need and technical capability to do so, and any document executed using QES shall have the legal effect prescribed under Regulation (EU) No 910/2014 (eIDAS).

The date of execution of this Contract shall be the date on which the last Party signs the Contract, as evidenced by the DocuSign completion certificate, and this date shall be deemed the signing date of the Contract unless expressly stated otherwise in the Contract.

## 23 APPENDICES (CONFIDENTIAL)

- 1.1. PART II. SPECIAL TERMS AND CONDITIONS
- 1.2. APPENDIX A - COVERED UNITS
- 1.3. APPENDIX B - MAINTENANCE PLAN
- 1.4. APPENDIX C - SCOPE OF WORK AND DOR
- 1.5. APPENDIX D - MONITORING AND PERFORMANCE SYSTEM
- 1.6. APPENDIX E - SPECIAL TOOLS
- 1.7. APPENDIX F - FFH AND FS CALCULATION

- 1.8. APPENDIX G - CAPITAL SPARE PARTS LISTS AND PRICES
- 1.9. APPENDIX I - INSPECTION CONSUMABLES LISTS AND PRICES
- 1.10. APPENDIX J - ASSUMPTIONS
- 1.11. APPENDIX K1 - TECHNICAL SPECIFICATIONS FOR UTILITIES
- 1.12. APPENDIX K2 - GEK28156\_Q
- 1.13. APPENDIX K3 - GEK103616\_F
- 1.14. APPENDIX L1 - GUARANTEED SCHEDULED INSPECTIONS DURATIONS
- 1.15. APPENDIX L2 - ON SITE MOBILIZATION GUARANTEE
- 1.16. APPENDIX L3 - AVAILABILITY GUARANTEE
- 1.17. APPENDIX L4 - DEGRADATION GUARANTEE
- 1.18. APPENDIX M - MAINTENANCE SERVICES PRICES
- 1.19. APPENDIX N - PRICE ESCALATION
- 1.20. APPENDIX P - FINANCIAL AND ADMINISTRATIVE DOCUMENTS
- 1.21. APPENDIX Q - QUALIFIED PERSONNEL AND SUBCONTRACTORS
- 1.22. APPENDIX R - LOTO PROCEDURE

<b>CONTRACTOR OWNER</b> <b>GE Vernova Global Services GmbH</b> Company No. CHE-428.071.776 VAT No: CHE-428.071.776 Legal address: Brown Boveri Strasse 8, - 5400 Baden, Switzerland Bank: [...] IBAN: [...] Account No: [...]  Printed name: [...] Title: [...] By: <i>(signed electronically)</i>	<b>OWNER</b> <b>Latvenergo AS</b> Company No: 40003032949 VAT No: LV 40003032949 Legal address: Pulkveža Brieža street, Riga, Latvia, LV- 1230 Bank: [...] SWIFT: [...] Account No: [...]  Printed name: [...] Title: [...] By: <i>(signed electronically)</i>   Printed name: [...] Title: [...] By: <i>(signed electronically)</i>
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## PART II

[...]

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

[...] indicates information that is not to be disclosed to third parties.