

AS "LATVENERGO" 2025/29

**"GEOGRĀFISKĀS INFORMĀCIJAS SISTĒMAS TRIMBLE (GIS)
UZTURĒŠANAS PAKALPOJUMA IEGĀDE LAIKA PERIODAM
01.01.2026 - 31.12.2028."**

IT SUPPORT CONTRACT NO. 010000/26-590

Riga,

See the Agreement date in the electronic signature area
(30.06.2026.)

Latvenergo AS (hereinafter referred to as the Customer) Registration number: 40003032949 VAT payer number: LV40003032949 Address: Pulkveza Brieva Street 12, Riga, LV-1230 Credit institution: [...] SWIFT code: [...] Account number: [...] represented by its [...]	and	Trimble Finland Oy (hereinafter referred to as the Contractor) Registration number: 0196634-1 VAT payer number: FI01966341 Address: Hatsinanpuisto 6 02600 Espoo Finland Credit institution: [...] SWIFT code: [...] Account number: [...] represented by its [...]
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hereinafter severally referred to as the "Party" and jointly as the "Parties" agree on the following provisions of the contract (hereinafter referred to as the Contract):

SPECIAL TERMS AND CONDITIONS

1. Subject of the Contract

- 1.1. The Contractor shall provide the Customer with maintenance services for the Geographic Information System TRIMBLE (GIS) (hereinafter - the System) services (hereinafter - the Services), but the Customer shall pay for the Services performed in accordance with the provisions of the Contract. Prices and specifications of the Services are set out in Annexes to the Contract.
- 1.2. The Services include:
 - 1.2.1. Technical maintenance of the System (hereinafter - Maintenance) including updates, corrections, version upgrades, and defect elimination as described in Annex No. 1 – Technical Specification;
 - 1.2.2. Other activities directly related to Maintenance, if expressly provided in this Contract or its Annexes.
- 1.3. The Contract does not cover software development, adaptation, or change request works, except where expressly agreed by the Parties under a separate contractual arrangement.

2. Contract Price

- 2.1. The total Contract Price for System Maintenance shall be determined up to EUR **2 900 000.00 (two million nine hundred thousand euros)** (hereinafter referred to as "The Total Contract Price") and is specified in accordance with Annex No. 3 (Price and Payment Terms).
- 2.2. The Total Contract Price includes:
 - 2.2.1. The maintenance fee for a three-year period (hereinafter referred to as "The Contract Price"); and
 - 2.2.2. The maintenance fee for additional licences as listed in Annex 2 to the Contract, point 1.2.10. "Trimble Unity ADMS licences", if purchased.
- 2.3. The Total Contract Price is exclusive of value-added tax (VAT), as the applicable VAT rate is 0%.
- 2.4. Special provisions of the Contract do not provide for a settlement procedure that differs from the payment procedure defined in the general provisions of the Contract. No prepayment is defined in the Contract.

3. Validity Period of the Contract

- 3.1. The Contract shall enter into force as of the date when signed by both parties and shall remain in force until the obligations of the parties hereunder are fully performed.
- 3.2. The Contractor shall provide the Customer with the Services from January 1, 2026, to December 31, 2028 (inclusive).
- 3.3. The commencement of Services on January 1, 2026, is subject to the Contract being signed and entering into force at the earliest possible date following the receipt of the necessary approvals, including the opinion of the Constitution Protection Bureau (SAB). Should the Contract be signed after January 1, 2026, the Parties acknowledge that the Services shall be deemed to have commenced retroactively from January 1, 2026, to ensure continuity of operations of the Customer.

4. Warranty period

- 4.1. This Contract does not establish a separate warranty period for the Services performed.
- 4.2. Any defects or errors identified in the Software components covered by this Contract, including those arising from maintenance activities, patches, updates, or upgrades provided under the maintenance service, shall be handled in accordance with the service levels and procedures defined in this Contract and its annexes.
- 4.3. Troubleshooting and defect correction shall form part of the recurring maintenance service.
- 4.4. Troubleshooting shall primarily be provided remotely, unless on-site intervention is required for resolution and mutually agreed between the Parties.

5. Amount of performance security of the Contract

- 5.1. No Contract performance security shall be provided within the framework of the Contract (hereinafter - Contract Performance Security).

6. Procedure of attraction of subcontractors

- 6.1. At the time of entering into the Agreement, subcontractors are not involved in the performance of the Agreement.

7. Additional penalties

- 7.1. Special provisions of the Contract do not provide for additional penalties.

8. Additional terms

- 8.1. The Parties agree on the following additional terms:

8.1.1. Intellectual Property and Licensing

All intellectual property rights in the Software and its versions shall vest in the Contractor. The Customer is granted a non-exclusive, non-transferable licence to use the Software to provide services to its customers and for its own internal business purposes, as well as by its affiliated companies, technical service providers and consultants, strictly in accordance with the terms set forth in this Contract. The Customer shall have the right to make backup copies of the Software for installation, operation and security purposes.

For avoidance of doubt, any references to the Contractor's pre-existing licensing terms or other agreements shall not limit or modify the rights expressly granted to the Customer under this Contract, and all licence conditions applicable to the performance of this Contract shall be contained within this Contract.

8.1.2. Exclusion of Indirect Damages

Neither Party shall be liable for indirect damages, including but not limited to loss of profits, loss of revenue, business interruption, or any consequential damages arising from the execution of this Contract, except as provided by mandatory applicable laws.

8.1.3. Specific Requirements for ICT Critical Infrastructure in the Field of Cybersecurity

- a. Considering that the subject of the Contract is the provision of services to the Customer's Class A information system, the Parties shall be bound by the requirements set out in the General Provisions of the Contract, including the sections titled "General Obligations and Liability of the Parties in the Field of Cybersecurity" and "Specific Requirements for ICT Critical Infrastructure in the Field of Cybersecurity" clauses 3.20, 3.23, 3.24, and 3.26.
- b. In the event that changes are made to the legal acts of the Republic of Latvia during the term of the Contract that affect the security of information and communication technologies or set stricter cybersecurity requirements, the Contractor undertakes to ensure compliance with the aforementioned requirements by the Parties making the necessary amendments to the Contract.

- 8.2. The parties agree to restate and/or supplement the following clauses of the General Provisions:

8.2.1. to restate Clause 2.5. as follows:

"2.5. When accepting any deliverable under this Contract, the Customer shall be entitled to reject the deliverable (or any part thereof), as well as refuse to treat it as accepted, if the work performed

(including any related materials, documentation or software components) does not conform to the Contract or is not fully completed. In such case, the Customer shall prepare a written statement of defects and submit it to the Contractor.

If the Contractor does not provide written comments or objections to the statement of defects within ten (10) business days of receiving it, the statement of defects issued by the Customer shall be deemed accepted and binding upon the Contractor.

The Contractor shall remedy the defects identified in the statement of defects at its own expense. The Parties may consult on the estimated correction times; however, the absence of an agreed correction time shall not limit or delay the Contractor's obligation to remedy the defects, nor affect the penalty provisions of Clause 4.3.

The time required for correcting the defects shall not be considered as an extension of the overall delivery or performance term under the Contract.

For clarity, this clause applies only to acceptance of deliverables such as version upgrades, installation work, configuration work, migration-related tasks, documentation and similar outputs. Error correction and day-to-day support activities are carried out exclusively in accordance with Annex No. 1 – Technical Specification, Section 5 (Helpdesk process)."

- 8.2.2. to restate Clause 3.1.2. as follows:

"3.1.2. bear all risks for accidents with persons of third parties, damage or destruction of materials, equipment or other property (both the Customer's and third persons'), including accidental cases, in connection with authorised on-premises activities performed by the Contractor;"

- 8.2.3. to restate Clause 3.2. as follows:

"3.2. Each Party shall be liable for the direct losses caused to the other Party as a result of its acts or omissions. For the purposes of this Contract, direct losses mean actual and proven financial damages incurred as an immediate and direct consequence of the breach of contractual obligations. Indirect or consequential damages remain excluded in accordance with clause 8.1.2 of the Special Terms. Direct damages shall be recoverable only to the extent they arise from the Contractor's breach of obligations under this Contract and only for damages reasonably foreseeable as a direct consequence of such breach.

For clarity, any other breaches or claims under this Contract remain subject to the aggregate liability cap defined in Clause 3.2.

The aggregate liability of either Party, arising out of or in connection with this Contract, shall not exceed one hundred percent (100%) of the total annual value of the Contract, whether based on the contract, tort, indemnity, statute, breach of warranty or any other legal or equitable ground. Notwithstanding the above, no limits shall apply in respect of the liability for willful misconduct, gross negligence or damages caused by breach of confidentiality obligations."

- 8.2.4. to supplement Clause 3.6. by adding a paragraph in the following wording:

"3.6. Any indemnification obligations under this clause shall be managed through prior consultations between the Parties before any defense strategy or settlement is agreed. The Contractor may, at its own cost, participate in and lead the defense; however, the Customer shall retain the right to approve any settlement or resolution, taking into account potential financial and reputational impacts. Neither Party shall unreasonably withhold or delay consent during such consultations.

The Customer's right to approve a settlement is exercised in good faith, ensuring that consent is not unreasonably withheld or delayed as stated in the clause.

- 8.2.5. to supplement Clause 3.7. by adding a paragraph in the following wording:

"3.7. General audit/check requirements:

- The performer of the audit shall be bound by strict professional or contractual confidentiality obligations;

- The audit is conducted during normal business hours with reasonable prior notice, ensuring minimal disruption to Trimble's operations;

- The performer may not be a competitor of the Contractor.

This restriction shall not limit the Customer's right to appoint any auditor or controlling authority required by applicable law, funding or supervisory authorities (including European Union or national funding bodies), or the Customer's internal governance, audit or compliance procedures.

- 8.2.6. to restate Clause 4.3. as follows:

"For a failure by the Contractor to meet deadlines for deliverables that have been expressly agreed in writing by both Parties, including Software version deliveries (major or minor), planned releases, migration activities or other deliverables, where such deadlines are confirmed by the Customer in writing (including via approved maintenance plans, delivery schedules, steering group decisions, or written acceptance of proposed timelines), the Contractor shall pay the Customer a penalty of 0.1% (zero point one per cent) of the value of the affected part of the Contract Price, excluding VAT, for each day of delay, but not exceeding 10% (ten per cent) of the value of such delayed deliverable, excluding VAT.

Deadlines contained solely in the Contractor's internal maintenance planning documents shall not be binding unless confirmed by the Customer in writing.

This penalty shall not apply to routine helpdesk services, incident handling, or support actions governed by the Technical Specification, unless a specific delivery deadline has been expressly agreed by the Parties.

The payment of the penalty shall not release the Contractor from its obligation to complete the delayed deliverable in accordance with the Contract."

8.2.7. to restate Clause 8 as follows:

"8.1. All property rights to the Service and its performance, as well as all related preparations and documentation (including but not limited to designs, drawings, specifications, integration documents, architectures, mappings, models, reports, and any other materials created specifically for the Customer within the scope of this Contract) shall, after payment of the relevant Contract Price, belong to the Customer. These items shall not be considered "Software" for the purposes of Clause 8.1.1 of the Additional Terms.

8.2. The Customer shall have the full economic rights to all objects of copyright created as a result of the performance of this Contract, excluding only the Contractor's pre-existing Software, tools, standard methodologies, templates, know-how and proprietary materials as defined in Clause 8.1.1 of the Additional Terms.

The Customer is entitled to use, reproduce, adapt, modify, and provide such created works to its affiliated companies, technical service providers, consultants, auditors and future contractors for operational, maintenance, integration, cybersecurity, procurement, audit and regulatory compliance purposes. Customer's right to provide deliverables and documentation to third parties (including technical service providers, consultants, and future contractors) is strictly subject to such third parties entering into a written non-disclosure agreement (NDA) or being bound by equivalent professional confidentiality obligations.

8.3. After making payment for the goods in full, all property rights relating to the goods, hardware and physical materials shall be transferred to the Customer.

8.4. For avoidance of doubt, nothing in this Section limits the Contractor's ownership of its pre-existing Software, standard operating procedures, methodologies, templates, tools, systems and general know-how as stated in Clause 8.1.1 of the Additional Terms; nor does it limit the Customer's ownership of all deliverables, documentation and works created specifically within the performance of this Contract."

8.2.8. to restate Clause 12.2.1. as follows:

"12.2.1 the Contractor fails to perform the Service or part thereof within 15 (fifteen) business days counting from the next day after expiry of the delivery term specified in the Contract;"

8.2.9. to restate Clause 12.2.2. as follows:

"the Contractor fails to perform any other obligations or duties provided by the Contract and the Contractor has not eliminated such failure within 10 (ten) business days after receipt of the relevant written notice of the Customer;"

8.2.10. to supplement Clause 12.4. by adding a paragraph in the following wording:

"The Contractor shall also have the right to terminate the Contract without liability by written notice to the Customer if the performance of the Contract becomes unlawful due to directly applicable international or European Union sanctions imposed on the Customer and such sanctions objectively prevent further performance of the Contract.

9. Annexes to the Contract

9.1. Annex No. 1 – Technical Specification (System Maintenance Services).

9.2. Annex No. 2 – List of Licences.

9.3. Annex No. 3 – Price and Payment Terms

9.4. Annex No. 4 – Software Delivery.

9.5. Annex No. 5 – Authorised Persons and Contact Persons.

9.6. Annex No. 6 – Cybersecurity Rules.

9.7. Annex No. 7 – Terms and Conditions of Personal data protection.

10. Signatures of the Parties

10.1. By signing these special provisions of the Contract, the Parties agree to the general provisions of the Contract and Annexes to the Contract as appended.

10.2. The Agreement, together with its annexes, is signed with a secure electronic signature and contains a time stamp. The date of signing the Agreement is the date of the last added secure electronic signature and its time stamp. The Agreement is signed with residents of the Baltic States on the AS "Latvenergo" eSigning platform. After

signing, the Employer will upload it from the portal. In case the AS "Latvenergo" eSigning platform is not used for signing the Agreement, the Contractor shall send the Agreement signed with a secure electronic signature and containing a time stamp to the Employer's e-mail address [...] within one working day after signing the Agreement.

CUSTOMER

Latvenergo AS

CONTRACTOR

Trimble Finland Oy

[...]

[...]

[...]

The Technical specification

Annex 1 to the Contract

LICENCES LIST

Annex 2 to the Contract

[...]

Annex 3 to the Contract

Price and Payment Terms

[...]

Annex 4 to the Contract

SOFTWARE DELIVERY

[...]

Annex 5 to the Contract

AUTHORISED PERSONS AND CONTACT PERSONS

Contact persons

[...]

Annex 6 to the Contract

Cybersecurity Rules

[...]

TERMS AND CONDITIONS OF PERSONAL DATA PROTECTION

[...]

GENERAL PROVISIONS

1. Structure of the Contract

- 1.1 The Contract consists of:
 - 1.1.1 Special Terms and Conditions;
 - 1.1.2 General Terms and Conditions;
 - 1.1.3 Annexes.
- 1.2 If any contradictions between the special provisions of the Contract, general provisions of the Contract and/or annexes to the Contract arise when interpreting the content of the Contract, the special provisions of the Contract shall prevail primarily, the general provisions of the Contract shall prevail secondarily, while annexes to the Contract shall prevail in the order, in which they are specified in Clause 9 of the special provisions of the Contract.
- 1.3 The concepts defined in the special provisions of the Contract are used in the general provisions of the Contract and annexes to the Contract.
- 1.4 The procedure for performance of the Contract applicable from the general provisions of the Contract shall be determined in the special provisions of the Contract, and it depends on whether the System Maintenance and/or Adaptation is provided.

2. Procedure for performance of the Contract

(A) Application for services

Maintenance

- 2.1 Maintenance work shall be deemed agreed and handed over to the Contractor for performance on the date of entry into force of the Contract, in accordance with the Annexes to the Contract.

Adaptation

- 2.2 Adaptation works shall be notified in writing and agreed between the authorised persons of the Parties in accordance with the procedures set forth in the Annexes to the Contract.

(B) Performance and Delivery-Acceptance of Services

Maintenance and Adaptation

- 2.3 The Contractor shall perform the Services in accordance with the procedures, terms and other provisions specified in the Annexes to the Contract.
- 2.4 The Services (or parts thereof) shall be deemed completed and delivered to the Customer if the Service Performance Delivery-Acceptance Report has been mutually signed, or in accordance with the procedure specified in the Annexes to the Contract, if it determines otherwise.
- 2.5 When accepting the Service, the Customer shall be entitled to reject the performance of the Service (or part thereof), as well as refuse to pay, if the works provided within the framework of it (incl. materials, equipment) fail to conform to the provisions of the Contract and/or are not fully completed. In this event, the authorised representative of the Customer shall draw up a statement of defects that shall be signed by the authorised representatives of the Parties. If the Contractor's authorised representative does not sign the statement of defects within 3 (three) business days of receiving the notice, the statement of defects prepared by the Customer's authorised person shall be binding upon the Contractor. No later than 10 (ten) business days after the date when the statement of defects has been signed, the Contractor shall eliminate the defects specified in this statement of defects at their own expense and pay a penalty to the Customer for delayed fulfilment of the Service in accordance with Clause 4.3 of the general provisions of the Contract. The term for elimination of the defects indicated in this statement shall not be deemed as an extension of the term for the performance of the Service (or the relevant parts thereof).
- 2.6 Repeated delivery-acceptance of the Service shall take place after the elimination of the faults specified in the statement of defects in accordance with the delivery and acceptance procedure of the Services laid down in the Contract.
- 2.7 If the Service performance result is not useful and/or usable for the Customer due to the delayed Service delivery, the Customer has the right to refuse to accept and pay for the Service (or the specific stage/part thereof).
- 2.8 Interim reports on the Services performed in the previous month (or any other period defined by the Parties) shall not be deemed as Service acceptance document, but shall serve as a basis for issuing a document (invoice) and payment in parts, if the respective interim report has been signed by both Parties.

(C) Settlements

- 2.9 Total Contract Price for Services consists of Maintenance and Adaptation works together; it is determined in the Special Conditions of the Contract in compliance with the works and prices determined in annexes to the Contract. The total Contract Price includes any related costs, including, but not limited to, costs of delivery, installation, articles, equipment, works, transport, and other, as well as any applicable taxes and duties. If the Parties have agreed on

- payment of the Contract Price in separate parts, the stages of Works shall be specified in the annex to the Contract.
- 2.10 The Parties shall issue and send invoices to each other to the e-mail or postal address, if any, of the contact person of the Party specified in the annex to the Contract (Authorised Persons and Contact Persons). Invoices may be issued and delivered at the Order acceptance place during delivery and acceptance of the Order. The Contractor shall ensure its compliance with the requirements of credit and payment institutions for the performance of settlements with the Customer provided for in the Contract (the Customer's credit institution is indicated in the details of the Contract).
- 2.11 Unless special provisions of the Contract provide otherwise, payment for the performance of the Order shall be made by post-payment. Post-payment for the performance of the Service shall be made by transfer to the account of the Contractor's credit institution indicated in the invoice issued by the Contractor, which corresponds to the account of the Contractor's credit institution specified in the Contract. The Customer shall make the payment within 30 (thirty) days of performance of the Service (or its stage), signing of the respective document on delivery and acceptance of the Order or its part (product delivery document, interim report, delivery and acceptance report) by both parties, and receiving the relevant supporting invoice from the Contractor. The date of the payment order of the Customer shall be deemed the date of payment.
- 2.12 If the Parties agree on a Contract Amount payment procedure with partial or full prepayment in the special provisions of the Contract, the Customer shall make prepayments in the amounts and within the deadlines specified in the special provisions of the Contract having received a respective invoice from the Contractor. After full performance of the Service and mutual signing of the relevant document (product delivery note and/or delivery-acceptance report), the Contractor shall submit the Customer an invoice indicating the total amount, the prepaid amount received and the remaining unpaid Contract Price, if any.
- 2.13 If the Contractor receives a prepayment and has not performed the Service in accordance with the provisions of the Contract and as a result of this the performed Service or part thereof is not or cannot be accepted, the Contractor shall pay the value of this Service or its unaccepted part to the Customer. In this event, the Contractor shall issue a credit invoice to the Customer and shall return the received payment for the unfulfilled and/or unaccepted part of the Service within 10 (ten) days of the date set for fulfilment of the Service.

3. Liability of the Parties

- 3.1 Until the Service is completely fulfilled and delivered, the Contractor shall:
- 3.1.1 bear all the risk for complete or partial destruction of the Service;
 - 3.1.2 bear all risks for accidents with persons, damage or destruction of materials, equipment or other property (both the Customer's and third persons'), also including an accidental case;
 - 3.1.3 be liable for compliance with the requirements of labour safety, fire safety, environmental protection as well as other applicable laws and regulations regulating the performance of such Service.
- 3.2 The Parties shall be liable for direct losses caused to the other Party as a result of their acts/omissions.
- 3.3 The Customer shall be entitled to withhold, on a no contestation basis, any applicable penalties and/or inflicted direct losses from the Contract Performance Security, if any, and/or withhold the amount of the penalty and/or direct losses by the way of set off by reducing the amount of payment to be made to the Contractor, and/or issue a penalty invoice to the Contractor.
- 3.4 The Contractor guarantees and ensures, but the Customer has the right, within the framework of the Contract, to monitor constantly good quality, functional operation, safe use, compliance of the Service performance with the manufacturer's technical documentation, standards determined in the Republic of Latvia, the provisions of this Contract and the Order Specification, a quality certificate and/or certificate of conformity and regulatory enactments of the Republic of Latvia.
- 3.5 The Customer shall have the right to issue binding instructions to the Contractor regarding matters related to the proper performance of the Services in accordance with the terms of the Contract.
- 3.6 If the performance of the Service by the Contractor results in an intellectual property infringement and a claim is brought against the Customer, the Contractor undertakes to cover all the costs and direct losses resulting from the Customer's efforts to refute these claims. The Contractor shall also cover all expenses and indemnify any losses awarded to the third parties. Upon agreement with the Customer, the Contractor, at its own cost, may provide the Customer with the right to continue to use the result of the performed Service, to replace or alter it in a manner not creating the intellectual property infringements.
- 3.7 In the Customer's approved politics it is determined that the Customer's employees and cooperation partners, including the Contractor and its subcontractors, shall observe high ethics standards in their operations. According to the politics, in the case if the Customer has fundamental suspicions about corrupt or fraudulent actions in relation to fulfilment of the Contract, the Customer is entitled during the performance of the Service and within 365 days after the termination of the Contract, to require information and/or to carry out an audit/check in relation to fulfilment of the Contract. The Customer selects the performer of the audit/check and pays for its services. The information gained as a result of the audit/check shall be deemed confidential and shall not be disclosed to third persons. The Customer ensures that the auditor observes the terms of the Contract regarding confidentiality. The Contractor's duty is to incorporate the requirements stipulated herein in the contracts that the Contractor concludes with the

subcontractors to ensure the fulfilment of this Contract. If the Customer establishes that the Contractor or its subcontractors do not cooperate with the Customer in fulfilling this clause, then the Customer has the right to unilaterally terminate the Contract with one month's written notice.

- 3.8 By signing the Agreement, 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 (hereinafter - Sanctions) 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.
- 3.9 The Party shall immediately notify the other Party in due course if it has established a breach of such 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.
- 3.10 At the request of the Customer, in order to ensure that the Customer 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 Customer with:
- 3.10.1 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;
- 3.10.2 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.
- 3.11 The Contractor acknowledges and agrees that in accordance with the requirements of the national security legislation of the Republic of Latvia, the Contractor and its or its subcontractors' employee(s) may be denied or revoked the already issued permit/access to the generation and administrative facilities of Latvenergo AS. 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 Customer, 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 Agreement 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.
- 3.12 The Contractor shall ensure that citizens of the Russian Federation and the Republic of Belarus will not be involved in the performance of the Contract, unless the involvement of relevant persons has been previously agreed with the Customer as an exception. At the same time, the Contractor shall ensure that the goods and/or materials originating in the Russian Federation or the Republic of Belarus will not be used in the performance of the Contract, unless stricter restrictions are not applied by the Special provisions of the Contract. Within the scope of the Contract, software, its components or other deliverables of the Contractor provided for in accordance with the subject of the Special provisions of the Contract shall also be considered as goods.
- 3.13 The Contractor undertakes to ensure the traceability of the supply chain of the goods and/or materials and their components necessary for the performance of the Contract. Within 5 (five) working days upon the request of the Customer, the Contractor is obliged to submit to the Customer information or documents regarding the country of origin of the goods and/or materials or their components necessary for the performance of the Contract, the manufacturer and delivery routes. If the Contractor is not able submit the requested information or documents within the specified period, or if the Customer determines that the clause 3.12 of the General Provisions of the Contract has been breached, or the requirements contained in the Special provisions of the Contract have been violated in relation to the Contractor, its beneficial owner or the manufacturer of the software and equipment used to provide the Services, the Customer has the right to terminate the Contract in accordance with section 12 of the General provisions of the Contract.

General Obligations and Liability of the Parties in the Field of Cybersecurity

- 3.14 The Parties undertake to comply with and ensure the fulfilment of obligations under the Contract in accordance with the applicable legal and regulatory acts in the field of cybersecurity, including the National Cybersecurity Law of the Republic of Latvia and the Cabinet of Ministers Regulation No. 397 of 25 June 2025 "Minimum Cybersecurity Requirements" (hereinafter – the "Regulations"). The Contractor shall be responsible for implementing appropriate technical and organizational measures to protect information, information systems, and data against unauthorized access, damage, or disclosure, and to ensure their confidentiality, integrity, and availability.
- 3.15 The Contractor undertakes to immediately inform the Customer if, during the performance of the Contract, any

restriction referred to in the Regulations becomes applicable to the Contractor or a subcontractor engaged in the execution of the Contract, including the following:

- 3.15.1. The Contractor is a legal person registered in the Russian Federation, the Republic of Belarus, or a country that has been recognized by the European Parliament or the Parliament of the Republic of Latvia as supporting terrorism;
- 3.15.2. The Contractor, its shareholder, equity holder, or beneficial owner (where the beneficial owner can be identified in accordance with the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing) is a citizen of a country referred to in clause 3.15.1 of the General Terms;
- 3.15.3. The Contractor's board or supervisory board consists of individuals who are citizens of a country referred to in clause 3.15.1 of the General Terms;
- 3.15.4. A citizen of a country referred to in clause 3.15.1 of the General Terms is involved in the execution of the Contract;
- 3.15.5. The manufacturer of an information and communication service or resource specified in the subject matter of the Contract is a legal entity registered in or a citizen of a country referred to in clause 3.15.1 of the General Terms.
- 3.16 The Contract shall be terminated with immediate effect pursuant to clause 12.3 of the General Terms if the Contractor or a person or subcontractor involved in the execution of the Contract is subject to any of the restrictions set out in clause 3.15 of the General Terms.
- 3.17 Under the Contract, the Contractor shall be responsible for providing all information, documents, or audit records requested by the Customer within the deadlines specified by the Customer.
- 3.18 The Contractor shall promptly inform the Customer of any cyber incidents (including personal data breaches) or cyber threats, as well as vulnerabilities identified in the provided Service or software delivered under the Service, the measures taken to address them, the planned resolution timeframes, and shall take all actions necessary to mitigate or eliminate the cyber incident or threat.
- 3.19 Upon the expiry of the Contract term, the Contractor is obliged to delete and destroy all Customer data from its information system resources, unless the Contract is extended or provides otherwise. Upon request from the Customer, the Contractor shall provide confirmation of the deletion of the Customer's data.

Specific Requirements for ICT Critical Infrastructure in the Field of Cybersecurity

- 3.20 If the subject of the Contract is the provision of services to the Customer's Class A information system (within the meaning of the Regulations), the Contract may only be concluded upon receipt of an opinion from the Constitution Protection Bureau.
- 3.21 If the subject of the Contract is the purchase of technical resources for the Customer's Class A information system, the Contract shall be concluded only with a Contractor who (also applying to the relevant technical resource manufacturer) meets the following conditions:
Legal entity:
 - 3.21.1. Is registered in a NATO member state, a European Union member state, a member state of the European Free Trade Association (EFTA), or a NATO Indo-Pacific (IP4) partner country;
 - 3.21.2. Its management board and supervisory board consist of individuals who are citizens of NATO, EU, EFTA, or IP4 countries;
 - 3.21.3. Its beneficial owner is a citizen of a NATO, EU, EFTA, or IP4 country (if the beneficial owner can be identified in accordance with the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing);
 - 3.21.4. Its shareholders and equity holders are legal persons registered in NATO, EU, EFTA, or IP4 countries, or natural persons who are citizens of those countries.*Natural person:*
 - 3.21.5. Is a citizen of a NATO, EU, EFTA, or IP4 country.
- 3.22 Clause 3.21 of the General Terms shall not apply if the shareholder or ultimate controlling person of the Contractor is a public person of the Republic of Latvia as defined in the Law on the Structure of Public Administration, or if the Constitution Protection Bureau has issued an opinion allowing the conclusion of the Contract as an exception.
- 3.23 The Contractor shall immediately notify the Customer's contact person specified in the Contract if, during the term of the Contract, any changes occur in relation to the Contractor or the respective technical equipment manufacturer regarding its registration country, beneficial owner, shareholders, equity holders, board, or supervisory board.
- 3.24 If the subject of the Contract involves the development of an information system for the Customer, modifications to an existing information system, maintenance of an information system, or servicing of IT resources, the Contractor shall ensure that, before the conclusion of the Contract, the Customer is provided with a list of individuals involved in the execution of the Contract, indicating each person's name, surname, personal ID number, and position/specialization in connection with the Contract. The Contractor shall also provide justification for the involvement of each individual and confirmation that consent has been obtained for a background check by the Constitution Protection Bureau. If changes are planned in the personnel involved in the Contract during its term, the Contractor shall notify the Customer's contact person in advance and provide confirmation that consent has

been obtained for a background check by the Constitution Protection Bureau. Upon receipt of such notification, the Customer shall submit the list of persons for approval to the Constitution Protection Bureau. The Customer shall inform the Contractor in writing whether and to what extent the list has been approved.

- 3.25 The Contract shall be terminated with immediate effect pursuant to clause 12.3 of the General Terms if the Contractor or the relevant technical equipment manufacturer does not meet any of the requirements set out in clause 3.21 of the General Terms and the Constitution Protection Bureau has not approved the continuation of the Contract as an exception.
- 3.26 The requirements laid down in clauses 3.21 and 3.24 of the General Terms, as well as the notification obligations in clauses 3.23 and 3.24, shall also apply to subcontractors engaged by the Contractor in the execution of the Contract.

4. Penalties

- 4.1 The payment of the penalty shall not release the Parties from the fulfilment of their obligations stipulated herein and the award of direct losses.
- 4.2 Penalty invoices, if any, shall be paid within the deadline specified in the invoice, which is not shorter than 10 (ten) business days of the date of issuing the invoice.

Contractor's penalties

- 4.3 For a failure to respect the deadline under the Contract (also including the Service performance deadline), the Contractor shall pay a penalty of 0.5% (zero point five per cent) of the amount of the delayed performance, excluding VAT for each day of delay, but not exceeding 10% (ten per cent) of the amount of the delayed performance, excluding VAT.
- 4.4 If the performance of the Service or part thereof is not compliant (quality, functionality, specification) with the provisions of the Contract, the Contractor shall pay a penalty of 10% (ten per cent) of the amount of the improperly performed Service or part thereof, excluding VAT.
- 4.5 If the Customer has terminated the Contract based on the basis of Clause 12.2 and/or 12.3 of the general provisions of the Contract, the Contractor shall pay a penalty for the default of liabilities in the amount of 10% (ten per cent) of the Contract Price, excluding VAT.

Customer's penalties

- 4.6 For a failure to respect the payment deadline the Customer shall pay a penalty of 0.5% (zero point five per cent) of the amount of the outstanding payment without VAT for each day of delay, but no more than 10% (ten per cent) of the amount of the outstanding payment without VAT.
- 4.7 If the Contractor has terminated the Contract based on Clause 12.4. of the general provisions of the Contract, the Customer shall pay a penalty for the default of liabilities in the amount of 10% (ten per cent) of the Contract Price, excluding VAT.
- 4.8 The contractual penalty stated in Clause 4.7 and 4.8 of the general provisions shall not be calculated in cases, when the Contractor and/or the persons stated in Clause 12.3.1 of the General Terms are subject to Sanctions and, therefore, settlement of payment is impossible.

5. Rules of Contract Performance Security

- 5.1 The provisions of this section shall apply, if special provisions of the Contract provide for the Contractor's duty to submit Contract Performance Security.
- 5.2 Contract Performance Security can be submitted as:
- 5.2.1 a guarantee of a credit institution;
 - 5.2.2 an insurance policy;
 - 5.2.3 if provided for by documents of the procurement procedure of the Contract and/or special provisions of the Contract – as crediting of money to the Customer's account in a credit institution.
- 5.3 The Contract Performance Security, regardless of the submitted type of Contract Performance Security, shall provide for the unconditional duty of the submitter of the security to pay security for the requested amount to the Customer at the Customer's first demand. The content of Contract Performance Security shall be approved by the Customer.
- 5.4 If the Contract Performance Security is submitted as an insurance policy, it should state that the insurance policy is irrevocable and should be fulfilled unconditionally at the first written request of the Customer, and the required amount of the security should be paid no later than within 30 (thirty) days of submission of request, without asking the Customer to justify its claim, and that the included insurance conditions cannot cumbersome or change in any way this procedure of payment of security amount. The insurance premium should be paid in full, and the Contractor shall submit the document, certifying payment of the premium, to the Customer along with the insurance policy.
- 5.5 The Contract Performance Security (either credit institution guarantee or insurance policy) should state that it is governed by the ICC Uniform Rules for Demand Guaranties, ICC Publication No. 758, and all disputes related to this security shall be settled by the court of the Republic of Latvia.

- 5.6 The Contract Performance Security shall be effective until the complete performance and acceptance of the Service and for 30 (thirty) days thereafter. If the Service is not performed within the deadline set in the Contract or the Parties agree on an extension of the validity period of the Contract, the Contractor shall be liable to extend the Contract Performance Security for the period equal to the extension of the Service performance period.
- 5.7 In the case that a guarantee of a credit institution or an insurance policy is submitted, the Contractor should submit the original document to the Customer.
- 5.8 The Customer shall withhold the Contract Performance Security:
- 5.8.1 to compensate for any direct losses inflicted upon the Customer and/or withhold the penalties applied to the Contractor – in the amount of these payments;
 - 5.8.2 if the Contract Performance Security should be extended in accordance with Clause 5.6. of the general provisions of the Contract, but the Contractor does not do this – in the full amount.
- 5.9 The Contract Performance Security shall be returned and/or terminated by the Customer as follows:
- 5.9.1 In the case that a guarantee of a credit institution or an insurance policy is provided as the Contract Performance Security, the Customer, if the submitter of the Contract Performance Security requests this, shall send them a written notice relieving the Contractor of the liabilities and/or shall return originals of the documents of Contract Performance Security.
 - 5.9.2 In the case that crediting of money is provided as the Contract Performance Security, the Customer shall transfer it in full or in the amount that has remained or was not withheld to the Contractor's account with a credit institution specified in the Contract within 10 (ten) business days of termination of the Contract Performance Security in accordance with Clause 5.6 of the general provisions of the Contract.

6. Warranty

- 6.1 The provisions of this section shall only apply, if the special provisions of the Contract provide for a warranty period.
- 6.2 The Contractor undertakes responsibility for faults and deficiencies in the Service that have occurred within the warranty period.
- 6.3 The Contractor's warranty does not cover proven defects, damage or failures that occur due to:
- 6.3.1 use of the Service by the Customer contrary to the usage guidelines (manufacturer's instructions);
 - 6.3.2 provable users' negligence, improper usage or intentional damage of the Service;
 - 6.3.3 unauthorised alteration, repair or inspection, use of non-approved components or assembly or connection of the constituent parts (components) of the Service in a way that contradicts the manufacturer's instructions;
 - 6.3.4 force majeure circumstances.
- 6.4 The Contractor, within the warranty period and after the receipt of a written notice from the Customer, undertakes to eliminate damage, failures or inconformity to the requirements of the Contract or the laws and regulations at its own cost. When sending the notice, the Customer shall indicate the place and the time when the Contractor should arrive for the preparation of the statement of defects. The term stipulated by the Customer shall not be shorter than 3 (three) business days unless the Parties agree otherwise. The above mentioned three (3) business day term shall not apply to accidents or other emergency situations when the Contractor shall arrive promptly (no later than within a twenty four (24) hour period).
- 6.5 Within the stipulated term the Parties shall prepare the statement of defects, indicating damage, incompliance or failures in the performance of the Services, as well as the term for their elimination. If the Contractor fails to arrive for preparation of the statement of defects within the stipulated term, the Customer shall unilaterally prepare this statement of defects that shall be binding to the Contractor.
- 6.6 If the Parties preparing the statement of defects fail to agree on the defects identified, applicability of the warranty or terms necessary for the elimination of the defects, or quality of the works performed within the framework of the warranty, the Parties may agree on the involvement of an expert commission (up to three experts) in the resolution of the dispute and its opinion shall be decisive. The Parties shall cover the expenses of the expert commission in equal parts.
- 6.7 If the Contractor fails to eliminate the defects to which the warranty is applicable within the stipulated term or the Parties cannot agree on the expert commission, the Customer shall be entitled to eliminate the defects and/or failures by itself or by the involvement of third parties. In such event, the Contractor compensates the Customer for all expenses related to the elimination of the defects.

7. Authorisation

- 7.1 Any authorisations issued and contact persons designated for the purposes of fulfilment of the Contract are specified in the annex to the Contract (Authorised Persons and Contact Persons).

8. Property rights

- 8.1 All property rights to the Service and its performance, as well as related preparations and documentation (projects, drawings) after payment of the Contract Price in full amount belong to the Customer.
- 8.2 The Customer shall have the economic rights to the objects of copyright created as a result of performance of the

Contract.

- 8.3 After making payment for the goods in full, all the property rights relating to the goods shall be transferred to the Customer.

9. Subcontractors and Contractor's qualified personnel

- 9.1 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 Annex (List of qualified personnel of the Contractor, the justification of their qualifications). The Contractor ensures compliance of the qualification of the personnel included in Annex throughout the duration of the Contract, changes to the list of qualified personnel (relevant Annex) are possible only with the prior written permission of the Customer. The Customer shall not agree to the change of the personnel 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 Annex.
- 9.2 The list of subcontractors and works delegated to the subcontractors is determined in the annex to the Contract (List of Subcontractors and Works Delegated to Them). The Contractor shall only have the right to replace subcontractors or involve additional subcontractors upon prior written agreement with the Customer.
- 9.3 The Contractor shall assume full responsibility for its subcontractors and the personnel engaged by them, including the work performed, supervision thereof (ensuring that the contracts with subcontractors include the Customer's right to carry out supervision), compliance with deadlines for the work performed by subcontractors, the subcontractors' compliance with the Customer's cybersecurity requirements as set out in the Contract, any direct damages caused, as well as the payment for the work performed by the Contractor's subcontractors.
- 9.4 When engaging a subcontractor, the Contractor shall inform the Customer of the subcontractor's compliance with the requirements set out in the National Cybersecurity Law, the Regulations, and the Contract.
- 9.5 The procedure of attraction of subcontractors applied by the Parties shall be specified in the special provisions of the Contract.

(A) Simplified procedure

- 9.6 When applying the simplified subcontractor attraction procedure, the Contractor shall submit a written application to the Customer on the change of subcontractors or the involvement of additional subcontractors, or amendments to the list of works entrusted to subcontractors. The involvement of subcontractors may not contradict the provisions of this Contract, the National Cybersecurity Law, the Regulations, as well as the requirements of the procurement procedure, if the Contract is concluded as a result of the procurement procedure. After reviewing the application and approving the changes applied by the Contractor by the Customer, the Parties shall add or amend the Annex to the Contract (List of Subcontractors and the Work Transferred to Them) in accordance with Clause 13.3 of the General Provisions of the Contract.

(B) Procedure in accordance with the requirements of the Law On the Procurement of Public Service Providers

- 9.7 When involving a subcontractor in accordance with the requirements of the Law On the Procurement of Public Service Providers (hereinafter – the LPPSP), the Contractor shall submit the Customer a written application on the replacement of subcontractors or on the engagement of additional subcontractors, or amendments to the List of Works entrusted to the subcontractors accompanied by a memorandum of agreement with said subcontractor, as well as documents attesting to the subcontractor's qualification in the amount requested in the LPPSP and the procurement procedure documents.
- 9.8 The Customer shall not approve the replacement or involvement of subcontractors in the event of any of the following:
- 9.8.1 the subcontractor offered does not conform with the requirements for subcontractors laid down in the LPPSP and the procurement procedure documents;
- 9.8.2 the subcontractor whose abilities the Contractor relied upon to certify its compliance with the requirements set in the procurement procedure documents is replaced, and the offered subcontractor does not have at least the same qualification, to which the Contractor referred when certifying its compliance with the requirements of the procurement procedure, or it meets the tenderer exclusion conditions listed in the LPPSP and the documents of the procurement procedure;
- 9.8.3 replacement of the subcontractor would require amending the procurement tender in a way that would have affected the choice of tender in accordance with the tender assessment criteria stated in the procurement procedure documents, had they been included initially.
- 9.9 The Customer approves the replacement of the subcontractor, provided that the conditions referred to in Clause 9.8 of the general provisions of the Contract do not apply to the new subcontractor, in the following cases:
- 9.9.1 the subcontractor specified in the annex to the Contract (List of Subcontractors and Works Delegated to Them) has submitted a written notice on withdrawal from the performance of the Contract;
- 9.9.2 the subcontractor specified in the annex to the Contract (List of Subcontractors and Works Delegated to Them) meets the tenderer exclusion conditions stated in the LPPSP and the procurement documents.

- 9.10 The Customer 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.
- 9.11 If the Customer agrees with the changes applied for by the Contractor, the Parties shall amend/supplement the Annex to the Contract accordingly (List of subcontractors and works transferred to them) in accordance with Clause 13.3 of the General Terms and Conditions of the Contract.
- 9.12 The involvement of subcontractors may not conflict with the provisions of this Contract, the National Cybersecurity Law, the Regulations, as well as the requirements of the procurement procedure, if the Contract is concluded as a result of a procurement procedure.

10. Personal data protection

- 10.1 In order to provide the possibility for fulfilling the provisions of the Contract, including the circulation of information, as well as to perform the legal obligations attributable to the Parties and to meet the legitimate interests of the Parties, the Parties shall be entitled to process personal data obtained from the other Party, subject to the requirements of laws and regulations for the processing and protection of such data, including, but not limited to, the requirements of General Data Protection Regulation ((EU) 2016/679).
- 10.2 The Party that transfers personal data of individuals to the other Party for processing is responsible for ensuring the legal basis for processing the personal data of the relevant data subjects, informing the data subjects and complying with other requirements arising from the General Data Protection Regulation regarding the disclosure of personal data to the other Party. The Party that obtains personal data of individuals within the framework of the performance of the Contract shall be considered the controller of the obtained personal data and is responsible for the further compliance of the processing of such personal data with the requirements of regulatory enactments.
- 10.3 If the fulfilment of the subject of the Contract (Service) provides that one of the Parties (processor) processes personal data at the instruction of the other Party (controller), such processing of personal data shall take place in accordance with the Rules of processing of personal data appended to this Contract as a separate annex.

11. Force majeure

- 11.1 Neither Party shall have any liability for the full or partial failure to fulfil any obligations under this Contract if such failure to fulfil the obligations occurred due to force-majeure circumstances occurring after signing of the Contract and which the Parties could not foresee and prevent.
- 11.2 Such circumstances include fires, acts of war, terrorist attacks, epidemic and pandemic, natural disaster as well as other circumstances beyond the possible limits of control or impact of the Parties.
- 11.3 Non-fulfilment or undue performance of obligations by the Contractor, suppliers and other involved persons shall not be deemed as force majeure circumstance.
- 11.4 A Party referring to force-majeure circumstance shall notify the other Party of such within 3 (three) days, specifying the possible term for the fulfilment of obligations.
- 11.5 If due to force-majeure circumstances, the fulfilment of the Contract is delayed for more than 30 (thirty) days, each Party has the right to terminate the Contract unilaterally. If the Contract is terminated in such way, neither Party may claim for the compensation of damages from the other Party.

12. Termination of the Contract

- 12.1 The Contract may be terminated by mutual written agreement by the Parties or according to the provisions of the Contract.
- 12.2 The Customer shall have the right to terminate the Contract or its part unilaterally by sending a written notice to the Contractor if at least one of the following events has occurred:
 - 12.2.1 the Contractor fails to perform the Service or part thereof within 10 (ten) business days counting from the next day after expiry of the delivery term specified in the Contract;
 - 12.2.2 the Contractor fails to perform any other obligations or duties provided by the Contract and the Customer has not eliminated such failure within 10 (ten) business days after receipt of the relevant written notice of the Customer;
 - 12.2.3 after signing the statement of defects the Contractor repeatedly delivers the Service not meeting provisions of the Contract and/or 2 (two) statements of defects have already been prepared, and/or the Contractor has not eliminated faults in accordance with Clause 2.5 of the general provisions of the Contract;
 - 12.2.4 The Contractor fails to submit the Contract Performance Security within the time period specified in the Contract or if the provided Contract Performance Security has become invalid;
 - 12.2.5 If the Contractor's insolvency proceedings have been announced, the Contractor's economic activity has been suspended or the Contractor is being liquidated;
 - 12.2.6 It has been established that during the procurement procedure the Contractor has provided false information for the assessment of its qualifications;
 - 12.2.7 The Contractor or any other person among the Contractor's staff, representatives or subcontractors has given or offered (directly or indirectly) to any person a bribe, gift, gratitude money, commission money or any other valuable item as an incentive or reward for the performance or non-performance of any activity, or for showing or not showing favour or disfavour towards any person in connection with this Contract;

- 12.2.8 The Contractor or any person among the Contractor's staff, representatives or subcontractors, pursuant to the procedure prescribed by law, has been found guilty of illegal action in connection with the performance of this Contract;
- 12.2.9 It is detected that the Contractor or any of the Contractor's personnel, representatives or subcontractors is involved in business relationships that create a conflict of interest situation regarding the implementation of the Contract;
- 12.2.10 The Contractor has committed a severe violation of professional activity, which calls into question its honesty, or has failed to perform a procurement contract, framework agreement or concession agreement with the Customer, and it is admitted by a decision of competent institution or court judgment, which has come into force and has become indisputable and non-appealable.
- 12.3 By sending a written notice to the Contractor, the Customer is entitled to unilaterally terminate the Contract or a part thereof, and as a result of such actions the Customer shall not incur legal liability, including civil liability, if at least one of the following cases has occurred:
- 12.3.1 sanctions have been imposed on the Contractor, a member of its board or council, a beneficial owner, an authorised representative or a procurator, a person authorized to represent the Contractor in activities associated with its branch or a member of partnership, a member of its board or council, a beneficial owner, an authorised representative or a procurator, if the Contractor is a partnership, on its subcontractor and, as a result, performance of the Contract is difficult or impossible;
- 12.3.2 based on verifiable facts, the Customer has reasonable suspicions that the Contractor's shares are indirectly owned or effectively controlled by a natural or legal person, entity or body on which the Sanctions have been imposed, including when the credit institution servicing the Customer refuses to make payments for the fulfilment of the obligations arising from the Contract, including in cases when additional information or documents are provided to such a credit institution servicing the Customer for the execution of the respective payment;
- 12.3.3 at the request of the Customer, the Contractor has not provided, within the time specified in the Contract, verifiable information on the members of the Contractor's board or council, direct or indirect members, shareholders, beneficial owners or information on the country of origin of goods and/or materials required for performance of the Contract, their manufacturer and delivery routes, if such goods and/or materials have been or were subject to import, export or transit restrictions according to the legislation of the European Union during the term of the Contract or 12 (twelve) months prior to the conclusion of the Contract, or such goods and/or materials have been used in performance of the Contract;
- 12.3.4 The Contractor fails to provide information within the time limit specified in the Contract in accordance with Clauses 3.15, 3.17, 3.18, 3.23 or 3.24 of the General Terms;
- 12.3.5 The Customer has established that the Contractor or a subcontractor engaged by it does not comply with the requirements of Clauses 3.15 and/or 3.21 of the General Terms of the Contract (if applicable);
- 12.3.6 The Customer has received a negative opinion from the Constitutional Protection Bureau for the continuation of the Contract in the case specified in Clauses 3.23 or 3.24 of the General Terms of the Contract;
- 12.3.7 the Customer, according to the procedure mentioned in Section 48 of the LPPSP, has established that the Contractor or any person specified in that Section meets at least one of the reasons for exclusion referred to in there, and the Contractor has not been able to ensure the restoration of reliability in accordance with the procedures specified in the LPPSP.
- 12.4 The Contractor has the right to terminate the Contract unilaterally by sending a written notice to the Customer if the Customer has failed to settle the payments under the Contract for the Orders fulfilled and accepted as specified in the Contract and the delay of the Customer lasts for at least 60 (sixty) days. The condition set out in this Clause shall not apply where the Contractor and/or the persons stated in Clause 12.3.1 of general provisions have been subject to Sanctions and, therefore, the payment cannot be taken.
- 12.5 If the Contract is terminated in the cases specified in Clauses 12.1-12.4 of the general provisions of the Contract, the Parties shall prepare and mutually sign a separate statement for the performance, scope of the Service actually performed and their value. When preparing the statement the Parties shall take the quality of performance of the Service into account. The Customer shall pay the Contractor for the Service or its stages performed according to the terms of the Contract, in compliance with the prepared statement and the price schedule provided in the annex (Service Specification). The Customer shall have the right to deduct the calculated penalty and/or direct loss award from the amount of payment when performing the payment according to the Contract. The Parties shall perform mutual settlement in the case provided herein within 30 (thirty) days after the statement mentioned herein is signed, unless the Customer, pursuant to the laws and regulations of the Republic of Latvia, is prohibited from making settlements with the Contractor.

13. Final provisions

- 13.1 The Parties represent and warrant that they are duly authorised to enter into this Contract and to provide the undertakings set forth herein, as well as they have the capability to fulfil the obligations under this Contract.
- 13.2 The Parties agree that the Contract with its annexes as well as the information obtained during the performance of

the Contract is confidential, except the subject, term, the Contract Price and the Parties; and this information shall not be disclosed to third parties. Restrictions mentioned in this Clause shall not apply to cases when any of the Parties must divulge the information pursuant to the laws and regulations of the Republic of Latvia.

- 13.3 Any changes or additions to the Contract shall be made in writing and signed by both Parties. Such changes and additions shall become integral parts of this Contract as of the moment of their signing. Amendments to the Contract need not be prepared in writing in the case specified in Clause 13.8 of the General Terms and Conditions of the Contract, when the changes are notified by sending a notice.
- 13.4 Issues not specified in this Contract shall be resolved in accordance with the applicable laws and regulations of the Republic of Latvia.
- 13.5 The Parties shall resolve any disputes and/or discrepancies related to the performance of the Contract by means of mutual negotiation. If the Parties are unable to achieve a solution through negotiations within 2 (two) weeks of the occurrence of the dispute, the Parties shall solve such dispute in the courts of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia.
- 13.6 All negotiations, agreements, correspondence of the Parties and other acts, taking place prior to the conclusion of the Contract, shall become invalid upon signing the Contract. This provision shall not be applicable to the regulations of the procurement procedure related to the Contract and the offer submitted by the Contractor (Candidate).
- 13.7 If any provision of this Contract becomes invalid in the event of changes in the laws and regulations, the other clauses provided for in the Contract shall remain valid, in which case the Parties shall be obliged to adapt the Contract to the requirements of the applicable laws and regulations.
- 13.8 If any of the Parties changes its legal status, or any of the Parties' details specified in the Contract (including the credit institution's settlement details), telephone numbers, e-mail addresses, legal addresses, etc., and the authorized persons or contact persons as well, it shall promptly notify the other Party of such in writing. If a Party fails to comply with the provisions of this Clause, it shall be deemed that the other Party has fully complied with its obligations by using the information about the other Party available in the Contract. The provisions of this Clause shall also apply to the representatives of the Parties and their details mentioned in the Contract and its annexes.