CONTRACT ON THE ORGANISATION OF THE WEBINAR

____ ____ No.

Kaunas

Public institution Ekoagros (hereinafter referred to as the **Customer**), represented by Director Virginija Lukšienė (hereinafter referred to as **Ekoagros**),

And Prof Consulting Group Ltd, (hereinafter referred to as the **Contractor**), represented by Mark Field hereinafter jointly referred to as the Parties and each individually as the Party, concluded the present service contract (hereinafter referred to as the Contract).

I. SUBJECT MATTER OF THE CONTRACT

1.1. The object of the Contract is to provide the webinar organization services (hereinafter the Services), as detailed in the Technical Specification of Services (hereinafter the Technical Specification).

II OBLIGATIONS OF THE PARTIES

2.1. The Contractor undertakes:

2.1.1. To provide the Services in a timely, impartial, businesslike and high quality manner;

2.1.2. to provide the Services in accordance with the requirements set out in this Contract and the instructions of the Customer to act in good faith and reasonably to ensure that the provision of the Services is in the best interests of the Customer;

2.1.3. In the event the Customer refuses to accept the Services provided with insufficient quality, to rectify deficiencies within a reasonable period set by the Customer;

2.1.4. Not to disclose, transfer to third parties, and not to use information obtained from the Customer in any form, without the prior written consent of the Customer and not in accordance with the intended purpose, as acquired in fulfilling the obligations under this Contract. Ensure information security, i.e., prevent third parties from obtaining such information, except when the disclosure of information is mandatory under the laws of the Republic of Lithuania. In case of mandatory disclosure of information required by the laws of the Republic of Lithuania, the Contractor promptly notifies the Customer. In the event of failure to comply with this provision, the Contractor shall compensate the Customer for incurred losses;

2.2. Obligations of the Customer:

2.2.1. At the Contractor's request, to provide the information necessary for the provision of the Services which is in the possession of the Customer;

2.2.2. To accept the Services provided on time and in good quality and settle payments for them in accordance with the terms and procedures specified in the Contract;

information;

2.2.3. To fulfil other obligations assumed by the Contract.

III. PRICE AND PAYMENT TERMS

3.1. Contract value – 5 011,00 GBP (five thousand eleven GBP, 00 ct) excl. VAT, of VAT is equal to 1 002,20 GBP (one thousand two GBP, 20 ct). Total Contract Value – 6 013,20 GBP (six thousand thirteen GBP, 20 ct). The total value of the contract will be converted to euros according to the Bank of Lithuania approved exchange rate. The exchange rate date is the invoice day.

3.2. The Contract is subject to a fixed-price pricing policy established in accordance with the methodology for determining Pricing Rules approved by Order No. 1S-95 of the Director of the Public Procurement Office of 28 June 2017 "On the Approval of the Methodology for Establishing Pricing Rules." The following Service rates are established in the Contract:

3.3. TAX invoices shall serve as documents confirming the provision of Services. **Upon providing the Services within 15 (fifteen) working days, the Contractor shall submit a TAX invoice to the Customer. During the execution of the Contract, the TAX invoice must be submitted using the State Enterprise Centre of Registers *E. sąskaita* information system tools; if such options are not available, the TAX invoice shall be delivered via email. i.cerniauskiene@litfood.lt.**

3.4. Payment for the Services provided in a timely and quality manner shall made by the Customer within 30 (thirty) calendar days from the date of receipt of the Contractor's TAX invoice.

3.5. All settlements with the Contractor shall executed through bank transfers to the account specified by the Contractor.

3.6. The TAX invoice provided by the Contractor must comply with the requirements of the laws of the Republic of Lithuania. The TAX invoice must clearly specify the Services actually performed, complying with the requirements of the Contract, the Contract number, and the date of formation.

3.7. If the TAX invoice provided by the Contractor does not meet the requirements of clause 3.6 of the Contract or contains errors, the Customer shall return such a TAX invoice to the Contractor. In this case, it shall considered that the obligation to pay the TAX invoice has not arisen.

3.8. The price of the Services shall include all costs, charges and expenses incurred by the Contract or which are necessary for the provision of the Services in accordance with the Contract , on time , to a high quality and in accordance with the Technical Specification.

3.9. The value of the Contract will not be recalculated based on changes in the general price level. The Parties agree that the price of the Contract services may change (increase or decrease) because of legislation passed by the institutions of the member state, and the accompanying legislation, revising the amount of VAT that has a direct impact on the change of the Contractor's service costs, and made during the duration of the contract. In such a case, the Service price shall change in proportion to the change in the VAT rate. Recalculation shall take place upon the entry into force of a law amending the rate of VAT. The recalculation shall formalised by mutual agreement of the Parties to the Contract, and shall become an integral part of the Contract. The recalculated cost of the Services shall be applied to those items for which a VAT TAX invoice has been issued when the new VAT is applicable. In the event of changes to other taxes, the Service price will not be recalculated.

3.10. The Parties agree that the Customer shall not be deemed to have missed the payment deadline and shall not be subject to late payment interest when the Customer is late in settling with the Contractor due to quarterly allocations specified in contracts by the Ministry of Agriculture of the Republic of Lithuania and restrictions on funding amounts. The Parties agree that the delay in payment for Services may not exceed 30 (thirty) calendar days. The Customer informs the Contractor in writing about the delay in paying for the provided Services due to the reasons mentioned above, and the Contractor agrees not to charge late fees and to receive payment no later than 30 (thirty) calendar days from the date of submission of the TAX invoice to the Customer.

IV FORCE MAJEURE CIRCUMSTANCES

4.1. Neither Party shall bear no material liability for default or improper fulfilment of any obligations if such default or improper fulfilment was caused by force majeure circumstances. Force majeure circumstances mean the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules for Exemption from Liability in the Event of Force Majeure, approved by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996 "On the approval of the rules for exemption from liability in the event of force majeure". In determining the circumstances of force majeure, the Parties shall be guided by the description of the procedure for issuing certificates attesting to force majeure approved by the Resolution of the Government of the Republic of Lithuania No 222 of 13 March 1997 "On the approval of the procedure for issuance of certificates

attesting to force majeure circumstances" and the laws of the United Kingdom of Great Britain and Northern Ireland governing force majeure.

4.2. The Party requesting exemption from liability shall notify the other Party in writing by stating the circumstances which prevent it to discharge the contractual obligations and the commitments which it will not be able to perform. In such case the party shall be relieved from its obligations until the expiry of the mentioned circumstances. Is the Party does not receive such notice within the reasonable time after the default Party has become aware or had to become aware of the *force majeure* circumstances, then the latter Party shall compensate for the losses related to its failure of submitting a notice.

4.3. Upon the cessation of circumstances caused by force majeure, the Party unable to fulfil its obligations due to force majeure must promptly notify the other Party in writing and resume the performance of its obligations. However, in cases where, due to force majeure, a Party fails to fulfil its contractual obligations for more than 30 (thirty) calendar days, the other Party has the right to immediately terminate the Contract by notifying the other Party in writing.

V. CONFIDENTIALITY

5.1. The Parties to the Contract undertake not to disclose, transfer, or otherwise convey any information received from the other Party to third parties, to safeguard it, and to use this information only in the fulfilment of obligations under this Contract, while prudently adhering to professional standards.

VI CONTRACT VALIDITY TERM AND PROCEDURE OF ITS TERMINATION

6.1. The Contract comes into effect from the date of its signing until the complete fulfilment of the Parties' obligations under the Contract.

6.2. Procedure of Contract termination:

6.2.1. The Customer shall have the right to unilaterally terminate the Contract by notifying the Contractor in writing at least 14 (fourteen) days in advance if the Contractor fails to perform or improperly performs its obligations under this Contract.

6.2.2. The Contractor or shall have the right to unilaterally terminate the Contract by giving 14 days' prior written notice to the Customer if the latter fails or improperly performs its obligations under this Contract;

6.2.3. If circumstances arise which make it impossible to obtain and/or provide the Services in the manner and within the time limits set out in the Contract.

VII. OTHER TERMS

7.1. All disputes and disagreements arising from the Contract are resolved amicably and by mutual Contract of the Parties to the Contract. In the event of the failure to resolve a dispute through negotiations, any dispute is to be settled in the courts of the Republic of Lithuania. The start of negotiations is considered the date on which each of the Parties submitted a request in writing to the other Party with a proposal to start negotiations.

7.2. The terms and conditions of the Contract may not be amended during the term of the Contract, except in cases specified in Article 89 of the Republic of Lithuania Public Procurement Law.

7.3. The Contractor ensures and guarantees to the Customer that the Services provided by the Contractor under the Contract do not violate the rights of third parties, including, but not limited to, intellectual property rights.

7.4. The Parties agree that the Contractor shall, upon delivery to the Customer of all the results of the Services provided, shall also transfer the rights associated with them, including copyright, property and other intellectual or industrial property rights acquired in the performance of this Contract, throughout the statutory period of validity of such rights, by all possible uses of such rights and without any restriction of the territory.

7.5. Persons responsible for the execution and oversight of the Contract:

	Full name and position title	Contact tel. Number and email address
The responsible person of the Customer	Head of export promotion and development team, Irma Šlaičiūnaitė-Černiauskienė	+370 638 77244 i.cerniauskiene@litfood.lt
The responsible person of the Contractor	Chief Executive Officer, Mark Field	+44 7909 294772 +61 401 868 880 mark@profcg.com

7.6. The representative of the Customer responsible for the publication of the Contract and amendments in accordance with the procedure established by the Law on Public Procurement of the Republic of Lithuania – public procurement specialist Gražina Vickutė, tel. +370 614 19856, email g.vickute@litfood.lt;

7.7. The mutual relations of the Parties not specified in the Contract shall be regulated in accordance with the Civil Code of the Republic of Lithuania and other legal acts.

7.8. The Contract is executed in 2 (two) copies having equal legal weight – one copy for each Party of the Contract. This provision shall not apply when the Contract is signed by e-signatures.

7.9. The Annexes to the Contract, signed by the authorised representatives of the Parties, shall form an integral part of the Contract:

7.9.1. Annex 1. Technical Specification, 1 page.

VIII DETAILS OF THE PARTIES

CUSTOMER:
Public institution Ekoagros
Laisvės ave. 67,
LT-44304 Kaunas,
Acc. No LT487044090109530517
VAT code LT599257716
AB SEB bankas
Bank code 70440
Company code 259925770
Tel. +370 37 20 31 81

Director
Virginija Lukšienė

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CONTRACTOR:
Prof Consulting Group Ltd
Leaches Farm
30 Vicarage Street
TINTINHULL
Somerset
BA22 8PY
Company Number 14888214
VAT Number: 441563113

Chief Executive Officer
Mark Field

mark field
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