





**Additional information**

The Client (i) explicitly agrees to the General Terms and Conditions and the Certification Guide of Top Employers Institute that are applicable to this Participation Agreement, (ii) explicitly agrees that the General Terms and Conditions and the Certification Guide and any changes thereto may be provided to the Client in electronic format, and (iii) confirms that it has received these documents. Top Employers Institute is a trade name of CRF International Holding B.V.

\_\_\_\_\_  
Client signature

Sabinas Cycarevas, Chief procurement officer

Name and role

\_\_\_\_\_  
Date

DocuSigned by:  
*Monica van der Meer*  
94269565676E4C9...

\_\_\_\_\_  
Top Employers Institute signature  
Regional Director EMEA

Name and role

\_\_\_\_\_  
21/3/2024 | 4:11 PM CET

Date



## General Terms and Conditions

### 1. Definitions

**Affiliate:** a corporation or other business entity controlled by, controlling or under common control with a party to the Participation Agreement. For this purpose, "control" means that more than 50% of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity;

**Annual Fee:** the fee that the Client has to pay to Top Employers Institute in order for the Client to participate in the Certification Programme during a Certification Period and that is listed on the main body of the Participation Agreement;

**Certification Guide:** the document with such title, that contains a detailed description of the Certification Programme;

**Certification Period:** a period of 12 months as of the Embargo Lift Date of that Certification Period;

**Certification Process:** the process whereby Top Employers Institute assesses the employee conditions of the Client. The Certification Process of a Certification Period commences in the calendar year prior, at the time when the HR Best Practices Survey for the relevant Certification Period is open for the Client to complete in the Top Employers portal;

**Certification Programme:** the Certification Programme developed and executed by Top Employers Institute in which the employee conditions of the Clients are assessed on the basis of information submitted by the Clients, and Clients that meet the minimum qualifying score are certified as "Top Employers" for a Certification Period, as further described in the Certification Guide;

**Certification Seal:** the logo designed by Top Employers Institute that indicates that a Client has been certified as a "Top Employer" for a specific Certification Period;

**Client:** the legal entity listed on the main body of the Participation Agreement, and which is the contracting party to Top Employers Institute;

**Deliverables:** the deliverables to be provided by Top Employers Institute to the Client as set out in the main body of this Participation Agreement;

**Embargo Lift Date:** the day of Top Employers Institute's official public announcement of the companies that will be certified as "Top Employers" for a Certification Period;

**Expiration Date:** the expiration date mentioned on the main body of the Participation Agreement;

**HR Best Practices Survey:** the online survey that Top Employers Institute has developed, and that the Client has to complete each year in order to participate in the Certification Programme for that Certification Period;

**Participation Agreement:** the agreement between Top Employers Institute and the Client with regard to the participation of the Client in the Certification Programme, as set out in the main body of the Participation Agreement, these general terms and conditions, the Certification Guide and any documents referred to in the aforementioned documents or as otherwise agreed to by Top Employers Institute and the Client in writing (including but not limited to any appendices);

**Top Employers Institute:** CRF International Holding B.V., Amstelplein 36 Mondriaan Tower 17<sup>th</sup> floor, 1096 BC Amsterdam, the Netherlands. Chamber of Commerce 34288937, VAT NL818787466B01.

### 2. General Obligations

**2.1** The Client shall participate in the Certification Programme for the Certification Periods listed in the main body of the Participation Agreement, in accordance with the terms and conditions of the Participation Agreement.

**2.2** Top Employers Institute shall grant the Client access to the Certification Programme for the Certification Periods listed on the main body of the Participation Agreement, in accordance with the terms and conditions of the Participation Agreement.

**2.3** The Client shall timely comply with the obligations, rules and guidelines set out in the Certification Guide and timely comply with any reasonable request for information from Top Employers Institute.

**2.4** The Client guarantees that any information provided to Top Employers Institute within the context of the Certification Programme (including but not limited to any information regarding its employee conditions) accurately reflects the Client's practices at the date of submission and thereafter and shall otherwise also be true, accurate, complete and not misleading.

**2.5** The information shared by the Client with Top Employers Institute (whether or not requested in the HR Best Practices Survey) may not include any personal data as defined under the EU General Data Protection Regulation or any other applicable law. Top Employers Institute only requests and accepts anonymised information. If Top Employers Institute nevertheless encounters any personal data, the document containing the personal data will be destroyed by Top Employers Institute without consulting the Client. Without prejudice to the generality of Clause 8.2 hereafter, the Client will indemnify Top Employers Institute for all damages resulting from claims of third parties (including but not limited to employees and data privacy authorities) in connection with any personal data provided to Top Employers Institute.

**2.6** Both before and after receiving a certification as "Top Employer", the Client shall inform Top Employers Institute in writing of any circumstances that could have an effect on its certification or its eligibility to participate in the Certification Programme (including but not limited to any changes in employee conditions, any circumstances that are not in line with the information provided to Top Employers Institute and any mergers, acquisitions or (other) direct or indirect changes in its ownership structure). Without prejudice to any other rights of Top Employers Institute by law or the Participation Agreement, Top Employers Institute shall be entitled to invoice the Client for any reasonable additional costs incurred by Top Employers Institute as a result of any research conducted in relation to any new circumstances.

**2.7** In the event of an error or interruption in relation to the online Top Employers portal, Top Employers Institute shall use reasonable efforts to strive for the error or interruption to be resolved within 72 hours. Top Employers Institute shall in no event be responsible or liable if the error or interruption is not resolved within that period.

**2.8** The Client shall comply with all applicable laws and regulations, including but not limited to any trade or economic sanctions and any export control laws and regulations and shall not perform any act or omission that could render Top Employers Institute in violation of the same.

**2.9** Top Employers Institute shall not be obliged to perform any obligation under or in connection with the Participation Agreement, if Top Employers Institute reasonably believes that performing such obligation would result in Top Employers Institute or any of its suppliers or other third parties being in breach of, or otherwise targeted by, any trade or economic sanctions or export control laws or regulations, or other laws.

### 3. Payment

**3.1** Top Employers Institute is entitled to invoice the Client for the Annual Fee for the first Certification Period upon signing of the Participation Agreement. For each consecutive Certification Period, Top Employers Institute is entitled to invoice the Annual Fee at the start of the calendar year in which the Certification Process for such Certification Period commences.

**3.2** If the Client has opted for full payment of all Annual Fees in advance, Top Employers Institute shall be entitled to invoice the Client for the Annual Fees for all Certification Periods listed in the main body of the Participation Agreement upon signing thereof.

**3.3** Unless otherwise agreed in the main body of the Participation Agreement, the Client shall pay the Annual Fee(s) within 30 days from receipt of invoice, without any suspension, deduction or set-off.

**3.4** The Annual Fee is excluding VAT, withholding tax, or any other (local) taxes. Any such taxes will be added to the Annual Fee where applicable, and the Client will ensure that the Top Employers Institute receives the payment in full without any deduction of local and/or statutory taxes.

### 4. Certification and Use of Deliverables

**4.1** Should Top Employers Institute find that the Client meets the minimum qualifying score for a Certification Period, the Client will be certified as a "Top Employer" for that Certification Period and shall be entitled to use the relevant Certification Seal, but only to indicate that the Client has been certified as a "Top Employer" (and subject to the remainder of this Clause 4).

**4.2** Without the prior written consent of Top Employers Institute, the Client may not use any term other than the term "Top Employer" to indicate that it has been certified as a "Top Employer". Prior written consent is also required for any translations of this term.

**4.3** If the Client is certified as a "Top Employer", Top Employers Institute may disclose it as such to the public.

**4.4** Prior to the Embargo Lift Date, the Client shall not use the title "Top Employer" or the Certification Seal for the relevant Certification Period, or otherwise disclose in any communications to and with third parties that it has been or will be certified for such Certification Period. If the Client or any of its Affiliates acts contrary to any of the foregoing, the Client shall forfeit a penalty of EUR 25,000 per event. The foregoing penalty shall be immediately due and payable to Top Employers Institute without any notice of default being required and shall be without prejudice to any other rights that Top Employers Institute may have by virtue of law and/or the Participation Agreement (including but not limited to the right to claim specific performance and/or full damages).

**4.5** The title "Top Employer" and the Certification Seal for the then-current Certification Period and for any preceding Certification Periods in which the Client participated may be used by the certified Client as long as the relevant Client is certified as a "Top Employer" for the then-current Certification Period. In the event that the Client is not or no longer certified as a "Top Employer" for a Certification Period, any Certification Seals with regard to previous Certification Periods must also immediately be removed from all communications (including but not limited to any websites and advertising).

**4.6** As an exception to Clause 4.5, a new Client may use the Certification Seal of the Certification Period immediately preceding the first Certification Period in which the Client participates, provided that Top Employers Institute has informed the Client in writing that it will be certified as a "Top Employer" in the first Certification Period of the Client's participation (*'current seal'*).

**4.7** Notwithstanding any other provision of this Agreement, the right to use the title "Top Employer", the Certification Seal, and any other Deliverables with respect to any Certification Period will automatically lapse upon the termination or expiration of the Participation Agreement.

**4.8** If the Client and/or one of its Affiliates uses the title "Top Employer" and/or the Certification Seal contrary to Clause 4.1, 4.5, 4.6 or 4.7 the Client forfeits a penalty of EUR 5,000 per breach and EUR 1,000 for each day that a breach continues, if the Client and/or the Affiliate has not ceased the use of the title "Top Employer" and the Certification Seal within two weeks from Top Employers Institute's request thereto. The foregoing applies without prejudice to any other rights of Top Employers Institute by virtue of law or the Participation Agreement (including but not limited to any right to claim specific performance and/or full damages).



## 5. Client's Affiliates

**5.1** Each Affiliate that (i) is registered in the country of participation, (ii) is using the same company name as the Client, and (iii) has the same policies, practices and conditions in place that the Client shared during the Certification Process, will be entitled to use the title "Top Employer" and the Certification Seal in case the Client is being certified for the relevant Certification Period as long as the Client is entitled to do so, unless agreed otherwise in the main body of the Participation Agreement. Unless explicitly agreed otherwise, any other Affiliates shall not be entitled to use the Certification Seal.

**5.2** In case an Affiliate meets the conditions of Clause 5.1 but is nevertheless not entitled to use the title "Top Employer" and the Certification Seal, this should be indicated in the main body of the Participation Agreement.

**5.3** The Client guarantees that it will ensure that all its Affiliates will comply with the terms and conditions of the Participation Agreement. Any act or omission of an Affiliate will for the purpose of the Participation Agreement be deemed as an act or omission of the Client.

**5.4** The Client shall ensure that its Affiliates shall not directly or indirectly obtain access to the Deliverables if such access could render Top Employers Institute in breach of or otherwise targeted by any trade or economic sanctions or export control laws or regulations.

**5.5** The Client will be liable for and indemnify Top Employers Institute against any and all damage resulting from claims of the Affiliates, unless such damage is the result of gross negligence or wilful misconduct of Top Employers Institute.

## 6. Confidentiality

**6.1** Any information that the Client provides to Top Employers Institute in the context of the Certification Programme will be treated as confidential information by Top Employers Institute and will not be shared with third parties, except as set out in this Clause 6.

**6.2** Clause 6.1 shall not apply to any information that (i) was in the public domain at the time it was communicated to Top Employers Institute by the Client, (ii) entered the public domain subsequent to the time it was communicated to Top Employers Institute by the Client, through no fault of Top Employers Institute, (iii) was already in Top Employers Institute's possession at the time it was communicated to Top Employers Institute by the Client, or (iv) was communicated by Top Employers Institute in response to a valid order by a court or other governmental body or was otherwise required by law.

**6.3** Top Employers Institute may use and share the information referred to in Clause 6.1 with (i) any third parties with which Top Employers Institute engages in the context of the Certification Programme, provided that such parties will be bound by confidentiality obligations that are no less onerous than those of this Clause 6, and (ii) any (other) third parties on a no-names-basis.

**6.4** Top Employers Institute may share any information relating to the Client, whether confidential or not, with the Client's Affiliates. This includes but is not limited to the fact that the Client has concluded this Participation Agreement and any findings of Top Employers Institute in connection with the Certification Process.

**6.5** The information in the HR Best Practices Survey, the Certification Guide, and the Participation Agreement are solely intended for the use by the Client and its Affiliates and may not be multiplied, divulged, or brought to the knowledge of third parties without Top Employers Institute's permission.

**6.6** The intellectual property rights to any documents created by or on behalf of Top Employers Institute (including but not limited to the Certification Guide, HR Best Practices Survey, Participation Agreement, personalised report, and HR benchmark report) will vest in Top Employers Institute.

**6.7** Any documents provided by the Client to Top Employers Institute during the Certification Programme for the purpose of completing the HR Best Practices Survey will be removed from Top Employers Institute's database within two (2) months as of the expiration or termination date of the Participation Agreement.

## 7. Termination

**7.1** If the Client terminates the Participation Agreement prior to the Expiration Date, the Annual Fee for any Certification Period for which Top Employers Institute has sent or is entitled to send an invoice pursuant to Clause 3.1, will remain/be due and payable. For any subsequent Certification Periods listed in the main body of the Participation Agreement, the Client will be obliged to pay fifty percent (50%) of the Annual Fees for such Certification Periods. If not already due and/or paid, these fees are payable upon termination.

**7.2** Without prejudice to any other rights that Top Employers Institute may have by virtue of law or the Participation Agreement, Top Employers Institute is entitled to suspend its obligations and/or withdraw the certified status from the Client and/or terminate the Participation Agreement with immediate effect upon notice to the Client if at any time:

- a.** the Client has not completed the HR Best Practices Survey within the timeframe set by Top Employers Institute;
- b.** the Client fails to timely participate in the answer validation process (as described in the Certification Guide);
- c.** the Client has breached clause 2.4;

**d.** the Client or any Affiliate uses the Certification Seal without being entitled to do so, or in a manner other than as explicitly allowed in the Certification Guide, and the Client or Affiliate has not ceased to use the Certification Seal in the other form within two (2) weeks of having been demanded in writing to that effect by Top Employers Institute;

**e.** the Client or any Affiliate has committed fraud, malpractice or mistreatment of employees or has otherwise performed any act or made an omission or implemented a policy that, in the reasonable opinion of Top Employers Institute, may damage or tarnish Top Employers Institute's reputation or business;

**f.** the Client temporarily or permanently ceases to carry on all or a substantial part of its business as conducted at the time of conclusion of the Participation Agreement or if there is any change in ownership, management or control, direct or indirect, of the Client;

**g.** the Client fails to pay the Annual Fee when due, provided that Top Employers Institute has sent the Client a payment reminder and the Client fails to pay within 14 days from receipt of such reminder;

**h.** the Client or any Affiliate fails to comply with any (other) obligation as set out in the Participation Agreement, and provided the breach is remediable, fails to remedy the breach within one (1) week from receipt of a notice of default from Top Employers Institute.

**7.3** If Top Employers Institute suspends its obligations or withdraws a certification from a Client for a Certification Period in accordance with Clause 7.2, the Annual Fees for the then-current Certification Period will remain due and payable and, if already paid, will not be refunded. If the issue that caused the suspension or withdrawal is still present when the Certification Process for the next Certification Period commences, Top Employers Institute is entitled to exclude the Client from the Certification Process for that next Certification Period, without affecting the Client's obligation to pay the Annual Fee for such Certification Period.

**7.4** If Top Employers Institute terminates the Participation Agreement in accordance with Clause 7.2, the Annual Fee for any Certification Period for which Top Employers Institute has sent or is entitled to send an invoice pursuant to Clause 3.1, will remain/be due and payable. The Annual Fee for any subsequent Certification Period(s) will be refunded (if already paid) only if the Certification Process for such Certification Periods has not commenced at the moment of the termination.

**7.5** Provisions of the Participation Agreement which either are expressed to survive its expiry or termination, or from their nature or context it is contemplated that they are to survive, shall remain in full force and effect notwithstanding such expiry or termination, including but not limited to the provisions of Clause 4.8, 5.3, 5.5, 6, 7, 8, 9.

## 8. Liability and Indemnification

**8.1.** The aggregate financial exposure of each party and its respective Affiliates (including any obligation to repay any amount) in connection with the Participation Agreement, the Certification Programme, and other services provided by Top Employers Institute shall, with respect to any Certification Period, not exceed the Annual Fee due by the Client for that Certification Period. Top Employers Institute and the Client shall never be liable for any consequential damage (including but not limited to reputational damage and any loss of profits). This Clause 8.1 shall not apply to any penalties due on the basis of Clause 4.4 or 4.8 and to any claims on the basis of Clause 8.2 of these terms and conditions.

**8.2** The Client shall indemnify Top Employers Institute for all damages resulting from claims of third parties in connection with the Client's participation in the Certification Programme and the certification or non-certification of the Client as a "Top Employer", including but not limited to any claims from any of the Client's employees or Affiliates.

**8.3** Clause 8.1 and 8.2 will apply irrespective of the basis of the claim (e.g., whether on the basis of contract, wrongful act or otherwise).

**8.4** Clause 8.1 and 8.2 will not apply if and to the extent that any damage is the result of gross negligence or wilful misconduct of Top Employers Institute or the Client.

## 9. Miscellaneous

**9.1** Top Employers Institute is entitled to change these General Terms and Conditions, the Certification Guide, and/or the HR Best Practices Survey from time to time at its discretion upon one (1) month notice to the Client. Any changes will be effective as of the start of the Certification Process for the next Certification Period.

**9.2** The Client hereby agrees that Top Employers Institute is entitled to assign any of its rights and/or obligations to any of its Affiliates and the Client hereby cooperates with such an assignment in advance.

**9.3** Any terms and conditions of the Client shall not apply unless explicitly agreed thereto in a written document signed by authorised representatives of both Top Employers Institute and the Client.

**9.4** The Participation Agreement and any ensuing agreement will be governed by Dutch law.

**9.5** In the event that the Client is residing in a Member State of the European Union or in Norway, Switzerland, or Iceland at the time that proceedings are commenced, any and all disputes relating to the Participation Agreement and/or any ensuing agreement will be exclusively settled by the competent court in Amsterdam, the Netherlands. The foregoing will not affect Top Employers Institute's right to submit a dispute to the court that would be competent in the absence of this provision.

Client Initial(s): \_\_\_\_\_

Top Employers Institute Initial(s): \_\_\_\_\_



**9.6** In the event that the Client is not residing in a Member State of the European Union or in Norway, Switzerland, or Iceland upon the commencement of proceedings, any and all disputes relating to the Participation Agreement and/or any ensuing agreement will be exclusively settled in accordance with the rules of the Netherlands Arbitration Institute [Nederlands Arbitrage Instituut, or NAI]. Arbitration will take place in Amsterdam, the Netherlands. The case will be submitted to three arbitrators and the arbitration proceedings will be conducted in English.

Client Initial(s): \_\_\_\_\_

Top Employers Institute Initial(s): \_\_\_\_\_

**DETALŪS METADUOMENYS**

<b>Dokumento sudarytojas (-ai)</b>	VĮ Ignalinos atominė elektrinė (102 / 103) 255450080, Elektrinės g.4, K 47, Drūkšinių k., 31152 Visagino sav., Lietuvos Respublika CRF International Holding B.V. 34288937, Amstelplein 36, 1096BC Amsterdam, The Netherlands
<b>Dokumento pavadinimas (antraštė)</b>	VIEŠOJO PIRKIMO PARDAVIMO SUTARTIS
<b>Dokumento registracijos data ir numeris</b>	2024-04-05 Nr. PSt-106(13.67E)
<b>Dokumento gavimo data ir dokumento gavimo registracijos numeris</b>	–
<b>Dokumento specifikacijos identifikavimo žymuo</b>	ADOC-V1.0
<b>Parašo paskirtis</b>	Pasirašymas
<b>Parašą sukūrusio asmens vardas, pavardė ir pareigos</b>	Sabinas Cycarevas, PSS vadovas, Pirkimų ir sutarčių skyrius (446 / 945 / 944)
<b>Sertifikatas išduotas</b>	SABINAS CYCAREVAS LT
<b>Parašo sukūrimo data ir laikas</b>	2024-04-05 14:02:46 (GMT+03:00)
<b>Parašo formatas</b>	XAdES-T
<b>Laiko žymoje nurodytas laikas</b>	2024-04-05 14:03:08 (GMT+03:00)
<b>Informacija apie sertifikavimo paslaugų teikėją</b>	EID-SK 2016, AS Sertifitseerimiskeskus EE
<b>Sertifikato galiojimo laikas</b>	2019-11-14 14:33:39 – 2024-11-12 23:59:59
<b>Informacija apie būdus, naudotus metaduomenų vientisumui užtikrinti</b>	"Registravimas" paskirties metaduomenų vientisumas užtikrintas naudojant "RCSC IssuingCA, VI Registru centras - i.k. 124110246 LT" išduotą sertifikatą "Dokumentų valdymo sistema Avilys, Ignalinos atominė elektrinė, VĮ, į.k. 255450080 LT", sertifikatas galioja nuo 2021-12-20 12:34:49 iki 2024-12-19 12:34:49
<b>Pagrindinio dokumento priedų skaičius</b>	–
<b>Pagrindinio dokumento pridedamų dokumentų skaičius</b>	–
<b>Priedamo dokumento sudarytojas (-ai)</b>	–
<b>Priedamo dokumento pavadinimas (antraštė)</b>	–
<b>Priedamo dokumento registracijos data ir numeris</b>	–
<b>Programinės įrangos, kuria naudojantis sudarytas elektroninis dokumentas, pavadinimas</b>	Dokumentų valdymo sistema Avilys, versija 3.5.63
<b>Informacija apie elektroninio dokumento ir elektroninio (-ių) parašo (-ų) tikrinimą (tikrinimo data)</b>	Atitinka specifikacijos keliamus reikalavimus. Visi dokumente esantys elektroniniai parašai galioja (2024-04-05 14:15:29)
<b>Paieškos nuoroda</b>	–
<b>Papildomi metaduomenys</b>	Nuorašą suformavo 2024-04-05 14:15:29 Dokumentų valdymo sistema Avilys