

AGREEMENT ON PUBLIC PROCUREMENT OF SERVICES

21 March 2016

No 15-026

Vilnius

Public enterprise **Invest in Lithuania**, company registration number 124013427, with the registered office at Jogailos g. 4, LT-01116 Vilnius, data about the company is collated and stored in the Registry of Legal Entities of the Republic of Lithuania, represented by Head of Administration and Finance division Jurgita Riepšienė (“**the Buyer**”),

and

MANNOV A/S, company registration number 2184 2486, with the registered office at Ewaldsgade 3 I DK-2200, Copenhagen, represented by CEO& Partner Reinholdt Schultz (“**the Provider**”), hereinafter in this Agreement on public procurement of services collectively referred to as the Parties and each individually as the Party,

concluded the present Agreement on public procurement of services (“**the Agreement**”), and agreed upon the following terms and conditions.

1. Subject matter and object

- 1.1. The Provider undertakes to provide the Buyer with the Services meeting the requirements of paragraph 1.2 of the Agreement, whereas the Buyer undertakes to accept the Services and pay for them in accordance with the terms and conditions specified in this Agreement.
- 1.2. The title, quantity, nature and quality, and other technical information of the Services is specified in Annex 1 to the Agreement “**Technical Specification**” (“**the Services**”), which constitutes an integral part of the Agreement.

2. Procedure and terms of Service delivery

- 2.1. The Provider undertakes to deliver the Services to the Buyer till 31 December 2016. The Agreement can be prolonged till 31 December 2017.
- 2.2. The Parties agree that the Services will be considered to be delivered in a proper manner when the Parties sign the Act on delivery of services without reservations (Annex 1).
- 2.3. Having found defects of the Services, the Buyer at its own discretion shall be entitled to require from the Provider:
 - 2.3.1. appropriate reduction of the Agreement price;
 - 2.3.2. the Provider to remedy any and all defects of Services within a reasonable period of time, or to compensate the costs of the Buyer for a remedy, but not exceeding the Agreement price as stipulated in the Article 3.1. of the Agreement, if the defects can be repaired;
 - 2.3.3. to return the Agreement price and to terminate the Agreement, where the defects of the Services is a substantial breach of the Agreement.

3. Agreement price (price setting rules) and payment terms

- 3.1. The Agreement price shall be up to 10 000 EUR (excl. VAT). The Agreement price includes all costs incurred by the Provider related to the due delivery of the Services. The Buyer shall pay the Provider a fee of 200 EUR (excl. VAT) for the 1 hour.
- 3.2. The Agreement price shall not be changed because of changes in the general price level and (or) taxes. The Agreement price may be recalculated if the VAT tax rate is changed, i.e. the price excluding value added tax will not change, but only the VAT rate calculated in accordance with the procedure specified in

the Law on Value Added Tax will be changed. When the circumstances mentioned in this article of the Agreement arise, the Parties shall recalculate the price and agree on it in writing.

3.3. The Buyer shall pay for the Services properly rendered in accordance with the invoices and the signed Acts on delivery of services submitted by the Provider no later than in 30 (thirty) calendar days after receiving the documents by email saskaitos@investlithuania.com.

4. Rights and obligations of the Provider

4.1. The Provider undertakes to:

- 4.1.1. duly deliver the Services to the Buyer;
- 4.1.2. deliver the Services most efficiently and with due care, including but not limited to, in accordance with the best generally accepted technical standards and practices and using all the necessary skills and knowledge;
- 4.1.3. take into consideration all and any Buyer's comments on the delivery of the Services;
- 4.1.4. rectify at its own expense and within a reasonable period of time all and any defects in the delivery of the Services, or to compensate the Buyer's costs incurred for the remedy of defects not exceeding the Agreement price as stipulated in the Article 3.1. of the Agreement;
- 4.1.5. discharge all other obligations specified in the Agreement or in the effective legal acts of the Republic of Lithuania in a due and proper manner.

4.2. The Provider is entitled to:

- 4.2.1. require the Buyer to accept the duly rendered Services and pay for them in accordance with the procedure and conditions of the Agreement;
- 4.2.2. require the Buyer to provide all the information necessary for the delivery of Services;
- 4.2.3. require the Buyer to compensate for losses resulting in the delay of accepting the Services.

4.3. The Provider shall have other rights under this Agreement and the current legislation of the Republic of Lithuania.

4.4. The Provider hereby represents and warrants that it has all and any permits, licenses, approvals, etc. necessary for the delivery of the Services, and therefore no rights and (or) legitimate interests of any third party shall be violated during the delivery of the Services.

5. Rights and obligations of the Buyer

5.1. The Buyer undertakes to:

- 5.1.1. accept the duly provided Services;
- 5.1.2. pay the Agreement fees to the Provider in accordance with the terms and conditions provided for in the Agreement;
- 5.1.3. provide the Provider with its requested information and/or documents necessary for the due discharge of the Agreement and obligations of the Provider;
- 5.1.4. discharge all other obligations specified in the Agreement or in the effective legal acts of the Republic of Lithuania in a due and proper manner.

5.2. The Buyer shall be entitled to:

- 5.2.1. make comments related to the non-compliance of the Services rendered by the Provider with the requirements of this Agreement;
- 5.2.2. require the Provider to rectify at its own expense and within a reasonable period of time all and any defects of the Services or to compensate the Buyer's costs incurred for the remedy of defects not exceeding the Agreement price as stipulated in the Article 3.1. of the Agreement;
- 5.2.3. retain the payment of the Agreement price or part thereof to the Provider if the Provider fails to comply with any of its obligations in accordance with the required terms and procedures.

5.3. The Buyer shall have other rights under this Agreement and the current legislation of the Republic of Lithuania.

6. Terms of liability of the Parties

6.1. If the Buyer fails to pay the Agreement price or part thereof as stipulated in paragraph 3.3 of the Agreement, it shall pay late payment interest to the Provider, i.e. 0.02 per cent of the Agreement price for each day of delay in payment.

6.2. Payment of default interest shall not relieve the Parties from the obligation to compensate for losses.

6.3. In the case of *force majeure* circumstances, the Parties shall be exempted from liability for their failure to execute the present Agreement in part or in full according to the Regulations on exemption from liability in the case of *force majeure* circumstances approved by the resolution No 840 of 1996-07-15 of the Government of the Republic of Lithuania *Official Gazette*, 1996-07-19 No 68). The Party requesting exemption from liability shall notify the other Party no later than in 3 (three) banking days about the situation after becoming aware of the *force majeure* circumstance and its effect on the execution of obligations. It is also necessary to notify about the cessation of circumstances for not executing the obligations. The basis for exception from liability arises from the moment when the obstacle arises, or, if it was notified in a timely manner, then from the moment of notification. The Party failing to discharge its obligations and to notify on time shall become liable for the compensation for losses that could have otherwise been avoided.

7. Confidentiality

7.1. The Parties agree to keep confidential all documentation and information which the Parties shall receive from each other during the performance of the Agreement, and refrain from disclosing it without the prior written consent of the other Party, except when required by the laws of the Republic of Lithuania. This Agreement, except the information that Provider indicated as confidential in the Tender form, will be made public in the Central Portal of Public Procurement

8. Validity and procedure of termination of the Agreement

8.1. The Agreement shall take effect on the date of signature and shall be valid until 31 December 2016, but not less than until the full discharge of the obligations by the Parties. The Agreement can be prolonged till 31 December 2017.

8.2. During the Agreement period, the terms of the Agreement may not be altered, other than the terms the change of which would not violate the principles and objectives of Article 3 of the Law on Public Procurement. Variation of the terms of the Agreement within the scope of circumstances specified in this Agreement shall not be considered as an alteration of the terms of the Agreement, provided these circumstances have been specified explicitly and unambiguously, and included in these conditions. In cases where the need for the Agreement variations could not be foreseen during the drafting and/or signing of the Agreement, the Parties to the Agreement may only amend the non-essential terms of the Agreement. The Parties shall agree on such change in writing, and shall sign a supplementary agreement to the Agreement.

8.3. The Agreement may be cancelled earlier than referred to in paragraph 8.1 of the Agreement:

8.3.1. by the written agreement of the Parties;

8.3.2. at the initiative of one of the Parties, when a written cancellation note is launched to the other Party no later than in 30 (thirty) calendar days before the cancellation date;

8.3.3. at the initiative of one of the Parties, because of the substantial breach of the Agreement by the other Party, when a written termination note is launched to the other Party no later than before 15 (fifteen) calendar days before Agreement cancellation date.

8.4. Termination of the Agreement shall be without prejudice to the right to claim the compensation of damages caused by a failure to perform the Agreement in part or in full, and default penalties.

9. Final provisions

- 9.1. This Agreement and all rights and obligations arising from the Agreement shall be governed by the laws and other legal acts of the Republic of Lithuania.
- 9.2. All disputes related to the present Agreement or related to its execution shall be settled by way of mutual negotiations between the Parties. Should mutual negotiations between the Parties fail, the dispute shall be submitted, at the initiation of either of the parties, to the court of the Republic of Lithuania, by applying the law of the Republic of Lithuania.
- 9.3. Communication of one Party to the other shall be sent to the addresses specified in the Agreement. The Party that fails to notify changes of its address shall be held liable to the other Party for all losses related to such failure to notify.
- 9.4. The Agreement is made in 2 (two) original copies, having equal legal power, in English, one copy for each Party.
- 9.5. Annexes to the Agreement:
- 9.5.1. Annex 1 – Technical Specification;
- 9.5.2. Annex 2 – Act on delivery of services.

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AB SEB bank
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Head of Administration and Finance division
Jurgita Riepšienė

[signature, L.S.]

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Swift/BIC DABADKDK
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E-mail: jaw@mannov.dk

CEO & Partner
Reinholdt Schultz

[signature, L.S.]

TECHNICAL SPECIFICATION

Invest in Lithuania intends to acquire public relations services in Denmark.

Deliverables:

1. SETTING UP THE BASIS

Material creation and localisation of existing press materials (press kit)

- Including an elevator speech / backgrounder that clearly describes why it is interesting to know more about Invest in Lithuania and Danish companies that expand to the country

2. PRESS EVENT

Press briefing / press event preparation

- Planning of the press event and an attractive angle for it
- Sending out press invitations, goal is to get 3–5 journalists to take part in the event

Press briefing / press event

- Invest in Lithuania's representative present at the event, participation of 1–2 clients of Invest in Lithuania, e.g. from a certain field such as retail or ICT
- Follow-up after the event

3. PRESS TRIP

Press trip preparation

- Planning the press trip and an attractive agenda for it in cooperation with Invest in Lithuania
- Invest in Lithuania will make initial contacts with the companies that the journalists could

visit

- Press materials (contact info, agenda, short summaries of the companies that will be visited

etc.)

- Press invitations and follow-up, goal is to get 3–5 journalists to take part in the trip

Press trip to Lithuania

- Organising and coordinating the press trip to Lithuania in cooperation with Invest in

Lithuania

- Providing the journalists with press materials before the trip
- Follow-up after the press trip

4. ON-GOING MEDIA WORK

Offering / pitching interesting success stories to the media

- Invest in Lithuania proposes different interesting story angles, focusing e.g. on different regions or fields of business. Contractor proceeds with the most attractive case and offers it to the most suitable media

- Case coordination and contacts to the client organization (after Invest in Lithuania's initial client contacts)

Writing press release(s) based on success stories

- After the chosen media has written its story on the case Contractor will work on a press release based on the same success story

- Includes both media list creation and distribution of the press release

Localization of press release(s)

- Invest in Lithuania will provide Contractor with the press release
- Translation from English to Danish and adding the local angle
- Includes both media list creation and distribution of the press release

Duration of the Agreement – till 31 December 2016. The Agreement can be prolonged till 31 December 2017. According to actual demand, Invest in Lithuania can order other media relations services not mentioned in this Scope of services.

Invest in Lithuania intends to order services on demand and will pay only for rendered services.

The total amount of the services – up to 10 000 Eur (excl. VAT).

ACT ON DELIVERY OF SERVICES
month 201_

In accordance with ___-___-2016 contract No ____, Provider, represented by ____, and the Buyer, represented by ____, accepts the services in accordance with the table below.

No	Description	Hour	Unit price	Total price, Eur
1	2	3	4	5
Total price, Eur:				

Buyer signing this act confirms that the Provider has duly performed its contractual obligations.

This act is drawn up in two originals. One copy for each party to the contract.

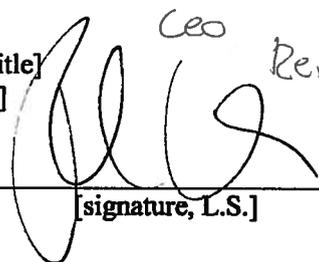
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[position title]
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Leo
Reinholdt Schultz



[signature, L.S.]

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