

## SERVICE PROVISION CONTRACT

26 February 2025 No. S-42  
Vilnius

### PART I. SPECIAL CONDITIONS OF THE CONTRACT

Public limited liability company Oro Navigacija, code of the legal person 210060460, represented by Chief Executive Officer Saulius Batavičius, acting in compliance with the Articles of Association of the Company (hereinafter referred to as the **Customer**),

and

GATE Aviation Training ApS, represented by CEO, Dirch Jans, acting in compliance with the Articles of Association of the Enterprise (hereinafter referred to as the **Service Provider**),

hereinafter in this service provision contract jointly referred to as the Parties, while each of them separately as a Party, in accordance with the Law on Public Procurement of the Republic of Lithuania (hereinafter referred to as Law on Procurement) and taking into consideration that according to the results of the procurement of the Specialized training services for air traffic controllers and ATSEPS carried out under procurement by survey without publication procedure (hereinafter referred to as the Procurement) the tender of the Service Provider was recognized as the successful one, they concluded the following service provision contract (hereinafter referred to as the Contract) and agreed upon the below described conditions.

#### 1. Subject of the Contract

1.1. The Service Provider shall undertake to provide the specialized training services (hereinafter referred to as the Services) indicated under Annex No. 2 to the Contract "Technical Specification" (hereinafter referred to as Technical Specification) on time and ensuring the quality, while the Customer shall undertake to pay for the provided Services in accordance with the terms and procedure established under the Contract.

#### 2. Scope of Services, site of their provision, terms, quality and other conditions

2.1. The scope of the Services is defined under the Technical Specification.

2.2. The place of provision of the Services – premises of the Service provider, premises of the Customer. The place of the Service provision will be indicated in the Customer's order.

2.3. The quality of the Services must comply with the requirements established under the Technical Specification.

2.4. The Services shall be purchased in accordance with the need only (under the Customer's orders submitted via e-mail). The Customer shall not undertake to acquire all the Services, indicated in the Technical Specification and shall pay for the actually provided Services only.

2.5. The Services shall be considered provided, when both Parties sign the Service provision note (s). The Service provision note is prepared by the Service Provider, using the form provided in Annex No. 3 to the Contract.

### 3. The price of the Contract, Service rates, pricing rules

3.1. The maximum price of the Contract is **65 000 EUR** (sixty-five thousand euros), excluding VAT. The Services shall be purchased without exceeding the maximum price of the Contract. This price includes the instructor's arrival costs (tickets, accommodation and other direct costs) if the Services are provided at the Customer's premises, and the total amount of these costs shall not exceed 15% maximum price of the Contract. The Customer shall cease ordering the Services having reached the maximum price indicated under this Item.

3.2. The Service rates are indicated in Annex No. 4 to the Contract "Tender of the Service Provider".

3.3. The pricing of fixed rates is applied to the Contract. All costs, excluding instructor's arrival costs, mentioned under clause 3.1 of the Contract, incurred by the Service Provider for the implementation of the Contract must be included in the price rates. The Instructor's arrival costs shall be indicated in the Service provision note and invoices separately.

3.4. During the validity term of the Contract the rates set out in the Contract may be recalculated (increased or decreased), taking into consideration the changes in inflation/ deflation level. Pre-conditions for revision of the rates:

3.4.1. The rates established under the Contract can be recalculated (increased or decreased) when one of the Parties submits a request, in case the value of harmonised index of consumer prices (HICP) in EUR zone – 20 countries (since 2023) – which is announced on the website of European Union Statistics Service (EUROSTAT)<sup>1</sup> has a change (increase or decrease) more significant than 10 percent.

3.4.2. The first recalculation of the rates can be performed not earlier than within 12 months after the date of signature of the Contract, and subsequent recalculations may take place no more frequently than once every 6 months.

3.4.3. The rates shall be increased or decreased by the percentage of the inflation/ deflation level

3.4.4. The Party initiating the recalculation of the rates shall be liable to notify the other Party in written about the willingness to recalculate the rates. The request must be accompanied by data, evidence of the change in the index. In the case of the first recalculation, the start of the index reference period shall be the month of signature of the Contract, and in the case of rates that have already been recalculated, the start of the reference period shall be the month of the latest recalculation.

3.4.5. The recalculation of the rates shall be formalised by an agreement regarding the amendment to the Contract signed between the Customer and the Service Provider.

3.4.6. The recalculated rates shall be applied to those Services which shall be ordered after signing the agreement regarding the modification of the rates.

3.5. If the VAT rate changes, the amounts subject to VAT payable to the Service Provider under the Contract will change accordingly. The changing VAT will only affect the payments for the Services for which no invoice has been issued.

### 4. Payment procedure and conditions

4.1. The Customer will pay within 30 days from the date of receipt of the invoice. The Service Provider will be paid for the Services actually rendered at the price rates specified in the Annex No. 4. The Service Provider shall be liable to submit the invoices not later than within 5 working days from the day of signing the service provision note (Annex No. 3).

4.2. The invoices must be provided to the Customer using the information system SABIS, which can be accessed at <https://www.epaslaugos.lt/portal/login> or by e-mail of the Customer and will be submitted via information system SABIS by the Customer.

### 5. Additional security for Contract implementation

5.1. The Customer shall not require any additional security for Contract implementation.

<sup>1</sup> [Statistics | Eurostat \(europa.eu\)](https://www.eurostat.eu)

## 6. Liability of the Parties, forfeit

6.1. Set out in Part V of the General conditions of the Contract.

## 7. Contract termination conditions

7.1. The Contract can be terminated under written agreement of the Parties.

7.2. The Service Provider shall have the right to unilaterally terminate the Contract by giving a written notice to the Customer before 30 calendar days.

7.3. The Customer shall have the right to unilaterally terminate the Contract by giving a written notice to the Service Provider before 30 calendar days.

7.4. The Procurement Contract may be terminated in the cases and according to the procedure specified in the Law on Procurement.

## 8. Persons responsible for Contract implementation

8.1. Persons responsible for Contract implementation:

8.1.1. Customer's representatives: [REDACTED]

8.1.2. Service Provider's representatives: [REDACTED]

## 9. Other conditions

9.1. The terms of the Contract during the period of validity of the Contract may be changed only in the cases provided for in the Law on Procurement of the Republic of Lithuania.

9.2. The personal data is managed in accordance with the legal acts regulating the management of personal data, including the Guidelines on Protection and Management of Personal Data of the Customer (<https://www.ans.lt/lt/administracin-informacija/asmens-duomen-apsauga/bendra-informacija/>).

9.3. The Contract has been concluded in two copies of the same legal power, one for each of the Parties. In case the Contract is concluded in electronic form by signing with qualified or non-qualified electronic signatures of the Parties, only one copy of the Contract is signed. In case the Parties sign the Contract using non-qualified electronic signatures, they agree to use electronic signing platform DocuSign for signing the Contract and also confirm that the legal power of non-qualified electronic signatures of the Parties is equivalent to their written signatures, furthermore, they agree to consider the non-qualified time markers linked with the signatures to be a suitable evidence proving that the non-qualified electronic signatures of the Parties were valid at the moment of signing the Contract.

9.4. The Contract is concluded in Lithuanian and English languages, in case of discrepancies the Parties shall follow the text in English.

9.5. In the event of any ambiguity or conflict, the Special Conditions of Contract shall prevail over the General Conditions of Contract.

## 10. Contract validity

10.1. The Contract shall come into force on the day it is signed and shall be valid for 36 months.

## 11. Annexes to the Contract

Annex No. 1. Part II. General conditions of the Contract

Annex No. 2. Technical Specification

Annex No. 3. Form of service provision note

Annex No. 4. Tender of the Service Provider

## 12. Legal Contact data and signatures of the Parties

**CUSTOMER**

Public Limited Liability Company Oro Navigacija  
Balio Karvelio St. 25, LT-02184 Vilnius

Enterprise code 210060460  
VAT payer code: LT100604610  
A/s LT037044060001166081  
AB SEB bank  
Telephone +370 706 94502  
E-mail info@ans.lt

  
Saulius Batavičius  
Chief Executive Officer

**SERVICE PROVIDER**

GATE Aviation Training ApS  
Petersdølvej 1A, 3. Sal, 2770 Kastrup,  
Denmark

Enterprise code 39090562  
VAT Code DK39090562  
IBAN: DK7853030009662561  
Arbejdernes Landsbank  
Telephone +44 777 616 4108  
Email info@gate.aero

  
Dirch Jans  
Chief Executive Officer



## PART II. GENERAL CONDITIONS OF THE CONTRACT

### I. CONCEPT

1. The following main concepts are used in the service provision contract:

1.1. **Working day** – provided that this Contract does not establish it otherwise, it means a working day in the Republic of Lithuania.

1.2. **Day** – provided that this Contract does not establish it otherwise, it means a calendar day.

1.3. **Pricing rules** – the price established under the Contract or rules on calculation as well as correction of the Contract price.

1.4. **Licenses** – all the necessary licenses, patents and/or permissions necessary for implementation of the Contract.

1.5. **Year** – provided that this Contract does not establish it otherwise, it means a period of 365 days.

1.6. **Tender** – the entirety of the documents, submitted by the Service Provider (Supplier) during the procurement pertaining to the provision of the Services under the Contract.

1.7. **Services** – Services indicated under SC part of the Contract sold (provided) the by Service Provider (Supplier) and purchased by the Buyer (Customer).

1.8. **Service rates** – the rates indicated under SC part of the Contract (if any), applying which the Buyer (Customer) pays for the acquired Services, including all the expenses and taxes.

1.9. **Service Provider (or Supplier)** – a legal or a natural person (a group of persons) indicated in the Special Conditions (hereinafter referred to as SC) part of the Contract, providing the Services indicated under SC part of the Contract.

1.10. **Buyer (or Customer)** – a legal or natural person (group of persons) indicated in the Special Conditions (hereinafter referred to as SC part) of the Contract, purchasing the services indicated under SC part of the Contract from the Service Provider (Supplier).

1.11. **Procurement** – procurement executed by the Buyer (Customer), regulated by the Law on Public Procurement, the objective of which is to conclude the service provision contract.

1.12. **Procurement documents** – the entirety of the documents submitted during the Procurement procedures executed by the Buyer (Customer), based on which the Service Provider (supplier) submitted the Tender.

1.13. **Goods** – the goods used for the provision of the services, bought together with the services or goods, which are generated when providing the services.

1.14. **Party** (to the Contract) – the Buyer (Customer) or Service Provider (Supplier) each taken separately. **The Parties** (to the Contract) – the Buyer (Customer) and Service Provider (Supplier) both taken together.

1.15. **Minimal losses agreed upon by the Parties in advance** – the sum of money established under the Contract or calculated in accordance with the procedure established under the Contract which is also undisputable, which the Service Provider (Supplier) undertakes the liability to pay the Buyer (Customer), in case the liability is not implemented or is implemented improperly.

1.16. **Sub-supplier** – a legal or a natural person, indicated in the Tender, who in accordance with the valid transaction with the Service Provider (Supplier) is invoked to implement the provision of the Services indicated in the Contract or certain specific functions related to provision of the Services.

1.17. **Contract** – the entirety of general and special conditions and annexes of service provision (sales – purchase) contract, as it is indicated in Item 2 of part GC of the Contract.

1.18. **Contract enforcement day** – the day of signing the Contract or another Contract enforcement day indicated under SC part of the Contract.

1.19. **GC part of the Contract** – General Conditions of the Contract which are an integrated and inseparable part of the Contract, establishing the standard provisions of the Contract and standard rights, liabilities and responsibilities of the Buyer (Customer) and the Service Provider (Supplier).

1.20. **SC part of the Contract** – Special Conditions of the Contract which elaborate on the subject of the Contract, the scope of Services, provision terms and procedure, Contract price and rates (if applicable), security of liability implementation and other conditions agreed upon by the Parties related to Purchase object. In case GC part of a standard Contract is amended, such amendments are clearly defined in SC part of the Contract.

1.21. **Contract price** – the sum payable for the Services in accordance with the Contract, including the taxes.

1.22. **Object of the Contract** – the Services and the goods related to their provision, concerning which the Parties to the Contract agreed under SC part of the Contract and which comply with the requirements established by the Buyer.

1.23. **Technical specification** – requirements applicable to the Services established in the Purchase Conditions of the Buyer (Customer).

1.24. **Legal acts** – Legal acts of the Republic of Lithuania and international agreements, European Union legal acts or documents of any third party, which, irrespectively of their legal power and (or) jurisdiction are binding to any Party and (or) have influence upon the implementation of this Contract as well as internal legal acts of the Buyer (Customer), which the Service Provider (Supplier) was acquainted to.

1.25. **Third person** – is any natural or legal person (also the state, state institutions, municipality and municipality institutions), which is not a Party to this Contract.

1.26. **Law on Procurement** – Law on Public Procurement of the Republic of Lithuania, or Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania, or Law on Public Procurement Executed in the Fields of Defence and Safety of the Republic of Lithuania.

The definitions of other concepts used comply with the definitions provided in the Law on Procurement and other legal acts.

## II. CONSTITUTION AND EXPLANATION OF THE CONTRACT

2. The Contract is a solid and inseparable document, which is composed of the below listed documents. The following order of priority is established for the Contract explanation and application purposes:

2.1. Technical specification (with Annexes, if any).

2.2. SC part of the Contract (with Annexes, if any, except for the Technical Specification).

2.3. Final Tender of the Service Provider (Supplier).

2.4. GC part of the Contract.

2.5. Purchase documents.

3. In case of discrepancy or contradiction the documents ranked according to their priority under Item 2 of the Contract are followed.

4. The Contract is concluded, applied and explained in accordance with the legal acts of the Republic of Lithuania, provided that the Parties did not agree otherwise under SC part of the Contract.

5. The calculation of the minimal losses of the Parties agreed upon in advance is commenced on the next day after the term of the last day for liability implementation established under the Contract and is concluded when the Party completes the implementation of the liabilities (the final calculation day is considered to be the day of implementing the liabilities).

6. The names of the parts and articles of the Contract are used for the convenience of reference only, thus when explaining the Contract can be used merely as an additional tool.

7. Provided that the Contract does not establish otherwise, the validity term of the Contract and other terms are calculated in calendar days.

8. In case the payment or liability implementation term coincides with a state festival or a holiday in the Republic of Lithuania, according to the Contract the term for implementing the liability and making the payment is the first working day after the respectful day.

9. Depending on the context the words in the Contract provided in singular may also mean plural and vice versa.

10. In cases when there is a difference in the meaning indicated in words and numbers, the meaning indicated in words precedes.

### III. THE RIGHTS AND IABILITIES OF THE PARTIES

11. In the course of the implementation of the Contract the Parties shall undertake the liability to cooperate, collaborate, act properly and honestly in respect of each other.

12. The Service Provider (Supplier) shall be liable:

12.1. To provide the Services at the scope, conditions and procedure established under the Contract and the Annexes thereto. In all the cases the Services must be provided on time, be of quality and complete.

12.2. To provide the Services at own risk, carefully and efficiently, in accordance with the best commonly acceptable professional standards and best practice, utilising all the necessary skills and knowledge; in accordance with the requirements applicable for the activity of the Service Provider (Supplier).

12.3. To rectify all the service provision faults at own expense.

12.4. To immediately notify the Buyer (Customer) about any circumstances, which impede or may impede the Service Provider (Supplier) to provide the Services at the scope, under conditions and following the procedure established under the Contract and the Annexes thereto.

12.5. To ensure the required qualification of the employees necessary for the implementation of the Contract as well as compliance of such employees for aviation safety, as it is established under the regulations of the European Union, Law on Aviation of the Republic of Lithuania and other legal acts. When necessary, under the request of the Buyer (Customer) to provide copies of the documents certifying that (the provision of this Item is applicable, when the activity implemented by the Buyer (Customer), indicated in ANSP certificate, encompasses the Services indicated under the Contract (or part thereof).

12.6. To ensure that the Services are provided using the work equipment necessary for the provision of the respectful Services and of high quality, also ensuring the sufficient amount of the work equipment. The work equipment used for the provision of the Services must be safe, properly certified and complying with the applicable standards.

12.7. To implement all the orders of the Buyer (Customer), related to provision of the Services, which do not contradict the laws and (or) the Contract.

12.8. To implement other liabilities and obligations, envisaged under the Contract and the Annexes thereto as well as valid legal acts of the Republic of Lithuania, properly.

13. The Service Provider (Supplier) shall confirm having all the licenses, permits and authorisations, necessary for provision of the Service offered by the Service Provider (Supplier).

14. The Service Provider (Supplier) is entitled:

14.1. To receive the payment for Services, provided properly, on time and of good quality.

14.2. Other rights established under the Contract and valid legal acts of the Republic of Lithuania.

15. The Buyer (Customer) shall undertake the liability:

15.1. To allow, provide information and documents, necessary for proper provision of the Services.

15.2. To allow the employees of the Service Provide (Supplier), complying with the established requirements, to enter the premises of restricted access located within the territory managed by the Buyer (Customer) or the airport, when that is necessary to provision of the Services as well as to issue the necessary permits.

15.3. To notify the Service Provider (Supplier) about any faults noticed in the provision of the Services as well as to submit other remarks related to the quality of the Services and (or) the terms for their provision also other questions, related to failure to implement the Contract and (or) improper implementation thereof, also about the damages caused during the provision of the Services by the employees of the Service Provider (Supplier).

15.4. To settle the accounts with the Service Provider properly for the Services provided in accordance with the conditions of the Contract.

16. The Buyer (Customer) is entitled:

16.1. To refuse accepting the Services or any part thereof which was not provided qualitatively or on time.

16.2. To request the Service Provider (Supplier) to rectify the faults of the Services provided which were not provided properly or qualitatively.

16.3. To request suspending the provision of the Services, in case the Services are provided not following the conditions of the Contract, requirements of the legal acts of the Republic of Lithuania, pose

danger to lives and health of people, assets and environment of the Buyer (Customer) and (third) persons, also when there is a threat that such a situation might occur and (or) having identified accident threat.

16.4. Other rights established under the Contract and legal acts of the Republic of Lithuania.

#### IV. THE CONTRACT PRICE, PRICING AND PAYMENT PROCEDURE

17. The Contract price is indicated under SC part of the Contract.

18. The Buyer (Customer) shall pay for the Services to the Service Provider (Supplier) in accordance with the prices indicated by him in the Tender, i.e. for the Services indicated in the Technical Specification the fixed amount rate and (or) price established under the Tender and SC part of the Contract is paid, taking into consideration the pricing indicated under this Chapter or SC part of the Contract.

19. The Contract price (rates) shall be fixed and shall not be amended during the whole Contract validity term, except for the cases when the VAT tariff applied to Services and the Goods related to their provision is changed after signing the Contract. The recalculated price (rates) are recorded under a written agreement between the Parties and shall be applicable to those Services and the Goods related to their provision, which shall be provided after the day of such agreement signed between the Parties comes into force (provided that it is indicated in SC part of the Contract that this condition is applicable).

20. The Service rates shall be changed following the below established rules on pricing. The recalculated rates shall be recorded by a written agreement between the Parties and applicable to the Services and (or) related Goods, which are provided and (or) delivered after the day when such agreement signed between the Parties comes into force (provided that it is indicated in SC part of the Contract that this condition is applicable).

21. The Contract price must include the Service price, all the expenses and taxes related to provision of the Services. The Service Provider (Supplier) must include into Contract price (Service rates) all the expenses related to the provision of the Services, including, but not restricted to:

21.1. Transportation expenses.

21.2. Packing, loading, transit, unloading, unpacking, inspection, insurance and other expenses related to the provision of the Services.

21.3. All the expenses related to the preparation and submission of the documents, which are requested by the Buyer (Customer).

21.4. Expenses related to the acquisition or rent of the devices, tools, equipment, mechanisms necessary for the provision of the Services as well as exploitation expenses of the equipment and mechanisms, mentioned under this item.

21.5. Expenses related to the submission the usage and maintenance rules and instructions, established under the Technical Specification.

21.6. Warranty repair expenses.

22. The risk pertaining to the changes in foreign currency exchange rates, changes in the manufacturer prices shall fall upon the Service Provider (Supplier).

23. The payments shall be made for actually provided Services; in case the Services are provided in stages – after the end of certain stage of Service provision.

24. The Services shall be provided in accordance with the terms and procedure established under SC part of the Contract (or Annex(es) to the Contract).

25. The Service provision shall be formalised by a service provision (transfer – acceptance) note signed by the Service Provider (Supplier) and the Buyer (Customer) (hereinafter referred to as the transfer – acceptance note). By signing the transfer – acceptance note the Buyer (Customer) shall confirm that the Services were provided properly.

26. The Service Provider (Supplier) shall undertake the liability to prepare and to submit to the Buyer 2 (two) copies of signed transfer – acceptance notes, which indicate the provided Services and the price matching the scope of the provided Services.

27. The Buyer (Customer) shall sign the transfer – acceptance note within 3 (three) working days and return 1 (one) signed copy of this note to the Service Provider (Supplier).

28. In case the Buyer (Customer) has remarks to the result of the Services, he shall record these remarks in the transfer – acceptance note or list down the remarks by formalising a separate document of a

note form and making a mark about it in the transfer – acceptance note. One of the copies of this note together with one copy of transfer – acceptance note shall be transferred to the Service Provider (Supplier).

29. The Service Provider (Supplier) shall be liable (until the submission of VAT invoice for the Services indicated under transfer – acceptance note) to rectify the faults Service provision indicated by the Buyer (Customer) not later than within 3 (three) working days, unless the Parties shall agree upon a different term.

30. The Buyer (Customer) shall pay the Service Provider (Supplier) for the properly provided Services within 30 days after the day of reception of VAT invoice (*or within the term indicated under SC part of the Contract*) by making a payment to the bank account indicated in VAT invoice of the Service Provider (Supplier).

31. The payment is made to the Service Provider (Supplier) in accordance with the VAT invoice provided by him using the information system SABIS. The website of electronic service SABIS is accessible at <https://www.epaslaugos.lt/portal/login>. The number and the date of the Contract must be indicated in VAT invoice. The Service Provider (Supplier) must submit VAT invoice to the Buyer (Customer) not later than within 5 working days after both Parties sign the transfer – acceptance note.

32. In case the Service Provider (Supplier) fails to submit VAT invoice using the system indicated in Item 31 of these conditions, the Buyer (Customer) shall be entitled not to make the payment. The Service Provider (Supplier) shall undertake to cover all the expenses, related to the submission of VAT invoice to the Buyer (Customer) using the information system SABIS. The Buyer (Customer) shall not be considered liable for interferences or delays of payment, related to the operation of information system SABIS.

33. The Parties agree that the Buyer (Customer) shall be entitled to suspend any payments in accordance with the Contract, in case the Service Provider (Supplier) fails to provide the Services envisaged under the Contract, or provides these Services not qualitatively, or fails to rectify the faults of the provided Services.

34. On the basis of tripartite agreement the payments for the provided Services can be made to the Sub-Supplier, which provided the certain part of the Service, directly, provided that it is stated in SC part of the Contract and a written request has been submitted by the Service Provider (Supplier) and the Sub-supplier thereof.

## V. LIABILITY OF THE PARTIES

35. In case the Service Provider (Supplier) fails to provide the Services or a certain part thereof on time, i.e. breaches the term established under the Contract by more than one day, under the request of the Buyer (Customer) the Service Provider (Supplier) shall pay a penalty equal to 0.05 percent of the value of the unprovided Services or a certain part thereof for every day of delay, provided that Part SC of the Contract does not establish it otherwise.

36. In case the Buyer (Customer) fails to pay for the properly provided Services on time, under the request of the Service Provider (Supplier) the Buyer (Customer) shall pay a penalty equal to 0.05 percent of the unpaid sum for every day of delay, provided that Part SC of the Contract does not establish it otherwise.

37. The Service Provider (Supplier) shall be liable to entirely reimburse the damages incurred by the Buyer (Customer), caused by improper provision of the Services or breach of other liabilities undertaken under the Contract by the Service Provider (Supplier).

38. In order to rectify the faults of the improperly provided Services, when the Service Provider (Supplier) delays their rectification by the indicated term, having notified the Service Provider (Supplier) not later than within 3 (three) days the Buyer (Customer) is entitled to employ third persons for the rectification of the faults of the Services (provided that such actions would not violate the copyrights of the Service Provider (Customer) or other special rights bestowed by the manufacturer or the service provider) as well as to request the Service Provider (Customer) to reimburse the sums, paid for the repair works.

39. In case the Service provider (Supplier) fails to implement the contractual obligations or implements them improperly and is imposed the forfeit because of that, the Buyer (Customer) is entitled to request the Service Provider (Supplier) to pay all the forfeit sums payable in accordance with the Contract. Before submitting the request for payment, the Buyer (Customer) shall warn the Service Provider (Supplier) in written within a reasonable term and shall indicate what breach was the reason for submitting this request. The Buyer (Customer) has the right to unilaterally deduct the calculated forfeit from the sums payable to the Service Provider (Supplier) in accordance with the Contract.

40. The forfeit established under the Contract is recognised as minimal losses established by the Parties in advance due to the fact that the other Party breached the respectful condition of the Contract, the amount of which must not be proved by the Party which incurred damages. The payment of forfeit to the Party which incurred losses does not exempt the respectful Party from requesting reimbursement of the incurred losses, which are not covered by the forfeit. The payment of the forfeit shall not exempt the Parties from proper implementation of the contractual liabilities as well as from the liability to cover the losses.

41. The total sum of liability (forfeit, damages) of one Party to another Party cannot exceed 100 percent of the total price of the Contract, provided it has not been established otherwise under Part SC of the Contract.

42. The Service Provider (Supplier) shall guarantee the Buyer (Customer) reimbursement of the incurred losses due to any requirements, arising from the breaches of copyrights, patents, licences, schemes, models, trademarks or brands or another kind of intellectual property committed in the course of the implementation of the Contract by the Service Provider (Supplier). The Service Provider (Supplier) shall also ensure that reimbursement of any losses incurred by the Buyer (Customer), arising from the submitted claims and (or) imposed fines, also any other losses, incurred due to the fact that the Service Provider (Supplier) manages the personal data, violating the conditions of the Contract and provisions of the legal acts.

## VI. FORCE MAJEURE

43. The Party shall not be considered liable for failure to implement any liabilities in accordance with this Contract, in case the Respectful Party proves that it occurred due to *force majeure* circumstances, which could not be controlled or reasonably foreseen by the Parties as well as they or the occurrence of their outcome could not be prevented. *Force majeure* circumstances are considered to be the circumstances described under Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules on the Exemption from the Liability due to Force Majeure Circumstances, ratified under the Resolution of the Government of the Republic of Lithuania No. 840 of 15 July 1996. When establishing the *force majeure* circumstances the Parties shall follow the Resolution of the Government of the Republic of Lithuania No. 222 of 13 March 1997 "On Ratification of the Procedure for Issuing the Certificates Certifying the Force Majeure Circumstances" or the normative legal acts replacing it. In case force majeure circumstances are present the Parties to the Contract are exempt from the liability for failure to implement the liabilities undertaken under the Contract, partial failure to implement them or improper implementation following the procedure established under the legal acts of the Republic of Lithuania, while the term for implementation of the liabilities is extended.

44. The Party requesting to exempt it from the liability, must notify the other Party about the occurrence of *force majeure* circumstances in written immediately, but not later than within 10 (ten) working days from the occurrence or identification of such circumstances, submitting the proofs that the respectful Party undertook all reasonable safety measures and made all the possible efforts in order to decrease the expenses or negative outcomes, also to notify about possible term for implementation of the liabilities. A separate notification must also be submitted when the grounds for non-implementation of the liabilities disappear.

## VII. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

45. The Parties to the Contract shall undertake the liability not to disclose, transfer or in any other way relinquish to third persons any of the information received from the other Party to the Contract for the implementation thereof, to protect such information properly and reasonably following the applicable professional standards, to use this information only when implementing the liabilities undertaken under the Contract, copying this information only as far as it is necessary for the implementation of the liabilities undertaken under the Contract. The confidentiality requirements are not applicable to the information, which is or becomes public in during the validity term of the Contract or under legal grounds is already known to the Supplier or without any restrictions was revealed to the third person by another third person or must be disclosed following the requirements established under the valid legal acts.

46. In accordance with the Contract the following shall be considered confidential:

46.1. information expressed in any recorded way, which is received while implementing the obligations undertaken under the Contract and is related to the functions implemented by the Parties;

46.2. data, personal data, electronic data: databases, data files and etc., research information, system documents, user manuals, operation and supporting procedures, archived information or other documents, prepared by the Party to the Contract or the employees thereof or prepared based on the above indicated information;

46.3. other information which is considered confidential and not to be made public by at least one of the Parties; in such a case the Party sharing the respectful information shall notify the other Party about the confidential nature thereof.

47. The Parties to the Contract shall undertake the following liabilities:

47.1. to use the confidential information only for implementing the liabilities undertaken under the Contract;

47.2. not to disclose, publish and transfer to third persons also not to use for the interests of third natural or legal persons any confidential information, which was received by the Party in any form for Contract implementation objectives during the validity term of the Contract and after complete implementation of the Contract or termination thereof without prior written consent of the other Party, provided that the laws and other legal acts of the Republic of Lithuania do not establish it otherwise;

47.3. to ensure the protection of confidential information, i.e. to prevent third persons from getting acquainted with such information;

47.4. in all cases to notify the other Party about an unsanctioned disclosure of confidential information, information safety incidents and weaknesses; also, to notify the other Party about the elimination of the above indicated failures immediately;

47.5. to follow the following provisions and principles pertaining to work with confidential information:

47.5.1. information confidentiality – confidential information protection from unsanctioned disclosure;

47.5.2. integrity – confidential information protection from unsanctioned or accidental alteration;

47.5.3. accessibility – ensuring that confidential information is accessible to lawful users, i.e. persons, who were appointed responsible for the reception of data/ personal data by the Service Provider in accordance with the Contract, and only when it (the confidential information) is necessary in order to implement the conditions of the Contract properly.

48. When the Contract validity term ends or the Contract is terminated, the Parties are liable to immediately:

48.1. return the confidential information to the Party which provided it or to destroy the provided confidential information;

48.2. assign the persons, to whom the confidential information was disclosed, to destroy or to completely delete all the electronic files, analyses, researches, remarks and other documents, which contain confidential information or which have been prepared based on the confidential information;

48.3. under the request of the other Party to confirm in written the implementation of the obligations assigned upon this Party under this Item.

49. The Parties are entitled to disclose confidential information or parts thereof only to those employees who have been acquainted with the requirements applicable for confidential information, established under the Contract and legal acts pertaining to personal data protection.

50. In case the confidential information is provided by e-mail, it must be submitted archived using .zip format and protected by a password, which is agreed upon by the Parties via telephone or otherwise.

51. In case it is necessary, when implementing the Contract, the Parties shall be bound to receive or find out personal data of the other Party and to manage it, a written agreement shall be concluded regarding the management of personal data. Such an agreement shall form an annex to the Contract. The Service Provider (Supplier) shall undertake the liability to manage the personal data received and (or) found out in the course of implementation of the Contract in accordance with the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as well as other legal acts, regulating the protection of personal data.

52. The Service Provider (Supplier) is not entitled to use any part of the Contract or the name of the Buyer (Customer) for marketing without previous written consent of the Buyer (Customer).

53. The Party which breaches the conditions of the Contract and transfers any information of confidential nature or personal data received from the other Party and related to implementation of the obligations undertaken under the Contract to third persons, shall pay the Party which incurred the damages a fine of 3,000.00 EUR (three thousand EUR), provided that another amount of fine has not been established in Part SC of the Contract and shall reimburse all the damages incurred by the Party as far as they are not covered by the fine in accordance with the procedure established under the laws of the Republic of Lithuania.

54. Without restrictions to application of Contract provisions pertaining to the reimbursement of the damages and the liability, in case the Service Provider (Supplier) breaches the requirements of the applicable legal acts, by establishing the objectives and measures for managing personal data, the Service Provider (Supplier) shall be recognised as the owner of personal data in the respect of personal data management and this way shall undertake the entire responsibility for the management of the respectful data.

55. The provisions of this Chapter remain valid indefinitely after the term of the Contract ends or the Contract is terminated.

### **VIII. CONTRACT VALIDITY, AMENDMENT AND TERMINATION THEREOF**

56. The Contract shall come into force after both Parties sign it and the Service Provider (Supplier) provides the Buyer (Customer) with Contract implementation security bank guarantee or guarantee letter of an insurance company. Contract implementation security condition shall be applicable, when the implementation of the Contract must be ensured under a surety or bank guarantee and that is indicated under the Purchase documents, Tender and Part SC of the Contract.

57. The Contract shall be valid until complete implementation of the contractual obligations undertaken under the Contract, the end of the Service Provision term or termination of the Contract following the procedure established under the Contract or legal acts.

58. In case it is not established otherwise under Part SC of the Contract, the Services shall be provided for a period not longer than 36 (thirty-six) months from the day of conclusion of the Contract or until the price of the acquired Services reaches the maximum price of the Contract. The end of the Contract validity term or termination of the Contract shall not exempt the Buyer (Customer) from the liability to settle the accounts with the Service Provider (Supplier) for the proper and high-quality Services, provided until the end of the Contract validity term.

59. The Contract may be amended during the Contract validity term, provided that the conditions indicated under the Law on Procurement are present. Correction of the Contract conditions shall not be recognised as amendment to the Contract taking place under the circumstances, defined in the Contract, provided that the respectful circumstances were identified clearly and not ambiguously as well as were mentioned in the Purchase documents.

60. The amendments to the Contract shall be made written agreement of the Parties. Such agreement shall become an inseparable part of the Contract since the day it is concluded.

61. The Contract can be terminated:

61.1. under written agreement of the Parties;

61.2. when force majeure circumstances last longer than the number of the days indicated under Part SC of the Contract (taking into consideration the nature of implementation of the Contract the defined term indicated under Part SC of the Contract may be from 14 to 60 days) and both Parties do not reach an agreement regarding amendments to this Contract, allowing the Parties to continue the implementation of their liabilities.

61.3 under unilateral decision of the Buyer (Customer):

61.3.1. having notified the Service Provider (Supplier) about it not later than within 15 (fifteen) days, in case the Service Provider (Supplier) does not implement the Contract or implements it improperly and does not rectify the breach of the Contract within the additional term set for him. In such a case the Buyer (Customer) shall undertake the liability to reimburse the Service Provider (Supplier) for the Services provided properly before the day of Contract termination completely;

61.3.2. having notified the Service Provider (Supplier) not later than within 7 (seven) days, provided that the Service Provider (Supplier) violates the provisions of Anticorruption Policy, while implementing the Contract;

61.3.3. having notified the Service Provider (Supplier) about it in written not later than within 30 (thirty) days (in case no other term for notification is established under Part SC of the Contract). In such a case the Buyer (Customer) undertakes the liability to settle the accounts for the Services provided properly before the termination of the Contract completely. The Buyer (Customer) is not liable to pay any other sums and (or) payments to the Service Provider (Supplier).

61.4. Under unilateral decision of the Service Provider (Supplier), having notified about it the Buyer (Customer) not later than within 15 (fifteen) calendar days, provided that the Buyer (Customer) does not make the payment for the Services provided in accordance with the Contract for more than 30 (thirty) days.

62. The Party is entitled to terminate the Contract at any time, having notified the other Party to the Contract within 15 (fifteen) days, in case the other Party becomes bankrupt, insolvent or undergoes liquidation.

#### **IX. APPLICABLE LAW AND DISPUTE SOLVING**

63. The Contract is concluded, shall be implemented and explained in accordance with the laws of the Republic of Lithuania.

64. All the disputes, disagreements, requirements and (or) claims between the Parties, arising from the Contract or pertaining to the Contract, implementation, termination and (or) breach thereof are solved by negotiations, following the principles of integrity, rationality and justice.

65. In case it is failed to solve the dispute pertaining to the Contract by negotiations, the dispute is solved at the court of the Republic of Lithuania following the procedure established under the laws of the Republic of Lithuania.

#### **X. FINAL PROVISIONS**

66. The notifications sent by the Parties to each other in the Lithuanian language and (or) the English language (applicable, provided that the Contract is also concluded in the English language) must be submitted in written form. The indicated notifications shall be sent by post, e-mail, fax or delivered personally. The notifications must be sent to the addresses of the Parties provided in Part SC of the Contract. In case the sender needs the reception acknowledgement, such request shall be stated in the notification.

67. The Parties shall be liable to notify each other about any changes in the contact information provided in Part SC of the Contract in written not later than within 5 (five) working days. The Party which fails to notify the other Party about changes in contact information on time cannot submit any claims regarding the actions of the other Party, implemented following the contact information of the first Party provided under the Contract.

68. None of the Parties has the right to transfer the rights and liabilities undertaken under this Contract to third person without a prior written consent of the other Party, except for the cases which are established under purchase documents and defined under Part SC of the Contract.

69. The Parties to the Contract hereby confirm that by concluding this Contract they did not exceed and breach their competence (articles of association; guidelines; by-laws; resolution, decision, order of any management body of the Party to the Contract (owner, establisher or another competent subject); any compulsory legal act (including also local, individual), transaction, court judgement (decision, resolution) or etc.).

70. Authorised representative(s) of the Service Provider (Supplier), who represent the Service Provider (Supplier), accept and confirm the orders submitted by the Buyer (Customer), are responsible for the quality of the provided services, participate in the meetings with the representatives of the Buyer (Customer) and perform other actions, necessary for proper implementation of the Contract, are listed in Part SC of the Contract.

71. Persons appointed by the Buyer (Customer), who represent the Buyer (Customer), submit the orders to the Service Provider (Supplier), participants in the meetings with the representatives of the Service Provider (Supplier) and perform other actions, necessary for proper implementation of this Contract, are listed in Part SC of this Contract.

72. If any provision of the Contract becomes or is recognised completely or partially invalid, such change has no influence upon the validity of other provisions of the Contract. In such a case the Parties agree

to replace the respectful provision by a valid provision, which must be as similar as possible from the economic and legal point of view to the provision which became or was recognised as invalid.

**SERVICE PROVISION NOTE**

\_\_\_\_\_ 202\_ No. \_\_  
 Vilnius

The basis for completing this certificate is the contract \_\_\_\_\_ (hereinafter referred to as the Contract) concluded on \_\_\_\_\_ (registration no. \_\_\_\_ date \_\_\_\_  
 \_\_\_\_\_) between Public limited liability company Oro navigacija (hereinafter referred to as the Customer) and \_\_\_\_\_ (hereinafter referred to as the Service Provider).

Subject:

Item no.	Name of service	Amount	Price for one participant, EUR, excl. VAT	Total price, EUR, excl. VAT
	<i>Indicate brief description of the service provided</i>			
Total price, excluding VAT				
VAT (if applied)				
Total price, including VAT (if applied)				

Total price in words: \_\_\_\_\_

The Parties, by signing this certificate, confirm that the services provided are in accordance with the conditions established under the Contract.

**REPRESENTATIVES OF THE CUSTOMER**

**REPRESENTATIVE OF THE SERVICE PROVIDER**

\_\_\_\_\_  
 (signature)

\_\_\_\_\_  
 (signature)

\_\_\_\_\_  
 (position, name, surname of the representative)

\_\_\_\_\_  
 (position, name, surname of the representative)

\_\_\_\_\_  
 (signature)

\_\_\_\_\_  
 (position, name, surname of the representative)