

GENERAL CONDITIONS OF THE AGREEMENT FOR THE SALE AND PURCHASE OF SERVICE

1. THE MAIN DEFINITIONS AND INTERPRETATION OF THE AGREEMENT

1.1. Definitions

1.1.1. Capitalized terms used in this Agreement shall have the meanings set out below:

1.1.1.1. **General conditions** - this part of the Agreement, which is called the "General Conditions of the Agreement for the Sale and Purchase of Goods";

1.1.1.2. **Buyer** - the person named as Buyer in the Special Conditions who purchases the Goods specified in the Special conditions and the Annexes to the Agreement;

1.1.1.3. **Initial agreement value** - the value specified in the Special conditions (excluding VAT);

1.1.1.4. **Services** – Services specified in the Special Conditions and Annexes to the Agreement. The term "Services" as used in the Agreement covers all activities related to the provision of Services, including, but not limited to, the provision of Services, the transfer of their results, the elimination of defects, the supply of goods, and the submission of documents related to the Services (instructions, certificates, etc.) , if provided for in the Agreement or necessary to create and transfer the results of the Services to the Buyer.

1.1.1.5. **Service Transfer-Acceptance Act** – a document whereby the Supplier transfers and the Buyer accepts the Services and/or the results of the Services, and whereby the Parties confirm that the Services provided meet the established requirements. If the Agreement provides for the provision of Services in stages or periods, the Service Transfer-Acceptance Act may be drawn up separately for each stage or period;

1.1.1.6. **Deficiencies in the Services** – During the transfer and acceptance of Services or during the Service guarantee period specified in the Agreement (if applicable), the Buyer or (and/or) third parties during the transfer and acceptance of the Services or during the warranty period for the Services specified in the Agreement (if applicable), hidden defects, malfunctions, etc., which would render the Services unusable for the purpose for which the Buyer intended to use them (the Services) intended to use them, or which would reduce the usefulness of the Services to such an extent that the Buyer, knowing about these shortcomings, would not have purchased the Services at all or would not have paid such a price for the Services;

1.1.1.7. **Invoice** – An invoice, VAT invoice, or other payment document issued by the Supplier and submitted to the Buyer for payment for the Services duly provided by the Supplier and accepted by the Buyer. If the Agreement provides for the provision of Services in stages or periods, the Invoice may be submitted separately for each stage or period;

1.1.1.8. **Special conditions** - the part of the Agreement entitled "Special Conditions of the Sale and Purchase Agreement", which sets out the terms and conditions governing the purchase of the particular item (such as the Initial agreement value, the delivery terms of the Goods, etc.), and other specific details (such as the Parties, the Goods, etc.), lists the Annexes, and specifies the modifications and additions to the General conditions, if any, to which they are

subject;

1.1.1.9. **Arrangement** - a document entered into by the Parties to modify the terms of the Agreement to the extent permitted by the Law on PP;

1.1.1.10. **Agreement price** - the final amount payable to the Supplier under the Agreement, including all applicable taxes and costs;

1.1.1.11. **Agreement conditions** - the General and Special conditions together;

1.1.1.12. **Agreement** - the Agreement for the sale and purchase of goods, consisting of the Agreement conditions, the Annexes listed in the Special Conditions and the Arrangements;

1.1.1.13. **Party** - the Buyer or the Supplier, each individually, depending on the context;

1.1.1.14. **Parties** - the Buyer and the Supplier, together.

1.1.1.15. **Supplier** - the person named in the Special conditions as the Supplier supplying the Goods referred to in the Special conditions;

1.1.1.16. **Order** – An order for the provision of Services submitted by the Buyer to the Supplier in writing (by text message, email, via the information system specified by the Buyer, etc.). The Order shall be sent in the manner and using the contact details specified in the Special Conditions and shall be deemed to have been duly sent and received in accordance with the procedure set out in the Special Conditions;

1.1.1.17. **Law on PP** - Law on Public Procurement of the Republic of Lithuania.

1.1.1.18. The meanings of other capitalised terms in the Agreement are set out in the text of the Agreement.

1.1.2. Terms not defined in the Agreement shall be understood and interpreted as defined in the Law on Public Procurement and other laws and regulations in force at the time of conclusion and performance of the Agreement.

1.1.3. Other terms and expressions used in the Agreement shall have the generic meaning or the specific meaning closest to the nature of the Agreement, unless a different meaning is defined and explained in the Agreement.

1.2. Interpretation of the Agreement

1.2.1. The Agreement is concluded and must be interpreted in accordance with the laws of the Republic of Lithuania.

1.2.2. If the General conditions and/or the Specific conditions are in conflict with the requirements of the Law on Public Procurement and other legal acts, the provisions of the Law on Public Procurement and other legal acts shall apply.

1.2.3. Day in the Agreement means a calendar day.

1.2.4. Working day in the Agreement shall mean any day other than Saturday, Sunday and public holidays in Lithuania as specified in the Labour Code of the Republic of Lithuania.

1.2.5. The terms under the Agreement are calculated in years, months, weeks, working days, calendar days, hours, and minutes.

1.2.6. Qualification, reliance on the capacities of other economic operators, scope of the Goods, review shall have the meaning set out in the Law on Public Procurement and its implementing legislation.

1.2.7. If the Goods transfer-acceptance act is not required as a separate document, the Parties agree, and expressly state so in the Special conditions, that the Invoice shall be deemed to be

the Goods transfer-acceptance act. In cases where an Invoice is issued and the Goods transfer-acceptance act is not signed, the provisions of the Agreement concerning the issue of the Goods transfer-acceptance act shall also apply to the issue of an Invoice.

1.2.8. Inform, notify, warn or reply means to provide information, notice, warning or reply in accordance with the procedures set out in the General and/or Special conditions.

1.2.9. Certify means to give a written confirmation or to sign a document without reservations or with reservations, unless the person signing the document indicates that he/she refuses to certify it.

1.2.10. Unless otherwise specified in the Agreement, words used in the singular form shall also include the plural and vice versa, words of one gender shall include corresponding words of the other gender, and the word person shall include both natural and legal persons.

1.2.11. If the numerical and verbal meanings specified in the Agreement differ, the verbal meaning shall prevail.

1.2.12. Where reference is made to legislation, the current version of the legislation must apply, unless otherwise stated.

1.3. Supremacy of documents

1.3.1. The documents constituting the Agreement must be understood as complementary. In the event of any inconsistency or ambiguity in the terms of the Agreement documents, such inconsistency or ambiguity shall be resolved by interpreting the documents in the following order:

1.3.1.1. Technical specification;

1.3.1.2. Special conditions;

1.3.1.3. General conditions;

1.3.1.4. Procurement documents (except technical specifications);

1.3.1.5. Proposal;

1.3.1.6. Other annexes listed in the Special conditions.

1.3.2. In the event that the terms of the Agreement are modified by Arrangement of the Parties, the newly agreed terms of the Agreement shall prevail over the modified terms.

1.3.3. If the Parties agree to add a new term to the terms of the Agreement or to an annex, in the event of any inconsistency or ambiguity such term shall prevail over the other terms of the Agreement or the other terms of that annex, as applicable.

1.3.4. If the Parties agree on a new annex, the Parties must agree on the place of the new annex in the list of annexes and its relevance for the interpretation of the Agreement. If a new annex is added to the list of annexes, it must be given a sequential number with a superscript, taking into account the order and importance of the annexes (e.g. Annex 4¹).

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The Supplier undertakes to deliver the Goods to the Buyer in accordance with the terms and conditions set out in the Agreement, and the Buyer undertakes to accept the Goods in accordance with the terms and conditions of the Agreement and duly delivered, and to pay to

the Supplier the price set out in the Agreement in accordance with the terms and conditions of the Agreement.

2.2. The Parties undertake to comply with all applicable laws and regulations in the performance of the Agreement. A Party shall have the right to require the other Party to comply with all laws and regulations applicable to the performance of the Agreement. Nothing in the Agreement shall imply or be construed as a waiver by the Buyer of the Buyer's other rights and guarantees under laws and regulations not covered by the Agreement in relation to the improper supply of the Goods or the quality of the Goods, or as a waiver by the Supplier of the Supplier's other rights and guarantees under laws and regulations not covered by the Agreement in relation to the receipt of compensation for the Goods.

2.3. The Supplier shall ensure that the Goods comply with the requirements of the Technical Specification and the terms of the Supplier's proposal, shall be of good quality, shall be supplied in a proper and timely manner, in accordance with the terms of the Agreement in a manner that is in the best interest of the Buyer, in accordance with the best generally accepted professional and technical standards and practices, using all relevant skills and knowledge.

3. THE SUPPLIER AND OTHER PERSONS ENGAGED FOR THE PERFORMANCE OF THE AGREEMENT

3.1. Qualifications and other commitments in the Supplier's proposal

3.1.1. The Supplier shall be responsible for ensuring that, throughout the performance of the Agreement, the Supplier is competent, reliable and capable (including the capacity of the economic operators on whose behalf the Supplier relies) of fulfilling the requirements of the Agreement:

3.1.1.1. have the right to carry out the activities necessary for the performance of the Agreement; The Supplier shall, at the request of the Buyer, provide documents proving that the Agreement is performed only by persons entitled to do so;

3.1.1.2. meet the requirements for the qualification of suppliers set out in the procurement documents for the proper performance of the Agreement and do not have the grounds for exclusion set out in the procurement documents;

3.1.1.3. comply with the obligations specified in the Supplier's tender, including, but not limited to, meeting the values and parameters of the qualitative, environmental, and/or social criteria (hereinafter - qualitative criteria) set out in the procurement documents. The procedure for verifying compliance with the obligations referred to in this sub-clause shall be laid down in the Special Conditions;

3.1.1.4. ensure the application of the established standards of the quality management system and/or the environmental management system, where required by the procurement documents, and have documentation to prove it;

3.1.1.5. comply with national security interests and not be registered (permanently residing or having citizenship) in countries or territories considered unreliable, if such requirements were specified in the procurement documents.

3.1.2. Where the Supplier is a joint venture partner, they shall be jointly and severally liable to

the Buyer for performance of the Agreement. If the Supplier relies on the capacity of economic operators to meet the financial and economic capacity requirements, the Supplier shall be jointly and severally liable with such economic operators for the performance of the Agreement (if so required in the procurement documents).

3.1.3. The Supplier shall also be responsible for ensuring that the Supplier, the sub-suppliers and specialists directly performing the Agreement meet the professional qualification and other requirements laid down by laws and regulations and/or the procurement documents, and have the right to engage in the activities for which they are engaged.

3.2. Using and changing sub-suppliers and specialists

3.2.1. The Supplier undertakes to ensure that the Agreement will be performed by sub-suppliers and/or specialists who have been proposed in the procurement and who meet the qualifications and other requirements set out in the procurement documents. The actions of such persons in the performance of the Agreement shall have the same consequences and liability for the Supplier as its own actions. The Supplier shall be liable for the actions or omissions of its sub-suppliers and specialists.

3.2.2. The sub-suppliers and/or specialists (if any) to be used for the performance of the Agreement shall be specified in the Special conditions.

3.2.3. The Supplier may change and/or engage the sub-suppliers and/or specialists specified in the Agreement in the cases and in accordance with the procedure set forth in this subsection of the Agreement.

3.2.4. The new sub-supplier or specialist may not start to perform the Supplier's obligations under the Agreement until the Arrangement has been signed..

3.2.5. If the Supplier engages a new sub-supplier or replaces an existing sub-supplier and/or specialist without the Buyer's written consent, or if the contractual obligations under the Agreement are performed by sub-suppliers and/or specialists that do not meet the qualification requirements set out in the procurement documents, the requirements of the quality management system and/or environmental management system standards, the requirements regarding the absence of grounds for exclusion, compliance with national security interests and the requirements not to be registered (permanent residence or citizenship) in countries or territories considered unreliable (if applicable) and the conditions specified in the Supplier's tender are based on the Quality criteria set out in the procurement documents (if applicable), The Supplier shall be subject to a penalty in the amount specified in the Special Conditions.

3.2.6. The Supplier shall have the right to use new sub-suppliers for the performance of the Agreement, not specified in the Special conditions, whose capabilities have not been relied on to justify the qualification requirements set out in the procurement documents.

3.2.7. Upon conclusion of the Agreement, but no later than the commencement of the performance of the Agreement, the Supplier undertakes to notify the Buyer of the names, legal entity codes, contact details, and representatives of any sub-suppliers known at that time whose capacities the Supplier did not rely on to substantiate the qualification requirements set out in the procurement documents.

3.2.8. The Supplier may, at any time during the performance of the Agreement, change its sub-suppliers whose capacities were not relied upon by the Supplier to substantiate the qualification

requirements set out in the procurement documents, at its discretion.

3.2.9. The Supplier shall at any time during the performance of the Agreement, no later than 5 (five) working days before the planned use and/or replacement of a new sub-supplier whose capacities the Supplier did not rely on to substantiate the qualification requirements set out in the procurement documents, must inform the Buyer thereof. The Buyer (if applicable in the procurement documents) must verify that there are no grounds for exclusion of the sub-supplier and that the sub-supplier complies with national security interests and requirements not to be registered (permanently residing or having citizenship) in countries or territories considered unreliable. If a sub-supplier fails to meet any of the above requirements, the Buyer shall require the sub-supplier to be replaced by a compliant sub-supplier. The Buyer shall inform the Supplier in writing within 5 (five) working days of the authorisation to use a new sub-supplier whose capabilities the Supplier did not rely on to justify the qualification requirements set out in the procurement documents. If the Buyer agrees, the Parties shall sign the Arrangement, which shall form an integral part of the Agreement.

3.2.10. The sub-supplier on whose capacity the Supplier has relied to meet the qualification requirements set out in the procurement documents may be replaced only in the following cases:

3.2.10.1. when the sub-supplier is bankrupt, has been declared bankrupt out of court, is insolvent or is likely to become insolvent, has suspended business activities or is in a similar situation, as determined by laws and regulations;

3.2.10.2. when the sub-supplier is no longer able to perform all or part of its obligations under the Agreement for objective reasons (e.g. the sub-supplier's refusal to participate in the performance of the Agreement, the termination of the legal relationship with the Supplier, etc.).

3.2.10.3. The Supplier must replace a sub-supplier or specialist if it is found that it does not comply with the requirements laid down in the procurement documents.

3.2.11. The Supplier's (or sub-suppliers') specialist for the performance of the Agreement may be replaced in the following cases:

3.2.11.1. At the Supplier's initiative for objective reasons (e.g. leave, sickness, termination of employment, etc.), upon submission of details of the intended new appointment and documents confirming the qualifications of the specialist and his/her compliance with the other requirements set out in the procurement documents;

3.2.11.2. at the Buyer's initiative, if the Buyer has reasonable grounds to suspect that the specialist appointed by the Supplier for the performance of the Agreement is incompetent to carry out the duties assigned to him.

3.2.11.3. The Supplier must replace a sub-supplier or specialist if it is found that it does not comply with the requirements laid down in the procurement documents.

3.2.12. New specialist and/or sub-supplier at the time of submitting the Supplier's request to replace a specialist and/or sub-supplier, the new specialist and/or sub-supplier must meet the requirements for specialists and/or sub-suppliers set out in the procurement documents and the Quality criteria specified in the Supplier's tender.

3.2.13. The Supplier must submit the following documents to the Buyer no later than 5 (five) working days prior to the planned replacement of the sub-supplier whose capacity the Supplier relied on to meet the qualification requirements set out in the procurement documents and/or the specialist:

3.2.13.1. a reasoned written request to replace a sub-supplier and/or specialist, explaining the circumstances of the replacement. The Buyer reserves the right to ask for evidence to justify the change;

3.2.13.2. the qualifications of the new sub-supplier and/or specialist, compliance with the quality criteria (if applicable) required by the quality management system and/or environmental management system standards (if applicable), the absence of grounds for exclusion and compliance with national security interests and requirements not to be registered (permanently residing or having citizenship) in countries or territories considered unreliable (if applicable) documents proving compliance with the requirements of the Agreement.

3.2.14. Upon receipt of the Supplier's request together with other documents specified in the Agreement, the Buyer shall, within 5 (five) working days, assess the possibility of replacement and inform the Supplier in writing of its consent to replace the sub-supplier on whose capacity the Supplier relied to meet the qualification requirements set out in the procurement documents, and/or the specialist. If the Buyer agrees, the Parties shall sign the Arrangement, which shall form an integral part of the Agreement.

3.3. Change of joint operating partners

3.3.1. A Supplier performing the Agreement on the basis of a joint operation shall have the right to refuse a joint operation partner (hereinafter - the Partner) if, due to objective and justified circumstances, the Partner is no longer able to perform the Agreement, including, but not limited to, cases where the Partner does not comply with the provisions of the Law on Public Procurement or of other legal acts, or poses a threat to national security, the Partner is subject to international sanctions as defined in the Law on International Sanctions of the Republic of Lithuania (hereinafter - the Law on Sanctions), the Partner is in a serious financial situation leading to non-performance and/or refusal to perform the Agreement, or other unforeseen objective reasons have arisen leading to the Partner's withdrawal from the joint operation agreement.

3.3.2. The Supplier performing the Agreement as a group of suppliers operating on the basis of a joint venture agreement shall have the right to replace a Partner if, due to reorganization, restructuring, or bankruptcy proceedings, the rights and obligations of the original Partner are taken over in whole or in part by another Partner. Such a change of Supplier cannot lead to other substantive changes to the Agreement and cannot be aimed at avoiding the application of the Law on Public Procurement and other legal acts.

3.3.3. The Supplier must submit the following documents to the Buyer no later than 10 (ten) working days prior to the planned change or termination of the Partner:

3.3.3.1. a reasoned written request to change the composition of the Supplier and evidence supporting at least one of the circumstances of the Partner's refusal or change specified in the Agreement;

3.3.3.2. a draft of a new joint activity agreement or an amendment to the existing joint activity agreement, which, if a Partner withdraws, must specify that the obligations of the withdrawing Partner shall be assumed in full by the remaining Partner and/or a newly recruited Partner;

3.3.3.3. documents confirming the qualifications of the remaining Partner or the newly engaged Partner and, if applicable, documents proving compliance with the requirements of quality

management and/or environmental management system standards. In all cases, the qualifications of the remaining partner or the newly engaged partner shall be at least as good as those of the withdrawing partner (in line with the qualification requirements set out in the procurement documents, which were met by the withdrawing partner, and in line with the qualifications of the professionals specified in the withdrawing partner's proposal and other conditions for the fulfilment of the quality criteria set out in the procurement documents, if any). If a new Partner is engaged, documents shall also be submitted in accordance with the requirements specified in the procurement documents, substantiating the absence of grounds for exclusion of the engaged Partner and compliance with national security interests and requirements not to be registered (permanent residence or citizenship) in countries or territories considered unreliable (if applicable).

3.3.4. Upon receipt of the Supplier's request together with other documents specified in the Agreement, the Buyer shall evaluate the possibilities for change within 10 (ten) working days and inform the Supplier in writing of its consent or refusal to refuse or change the Partner. If the Buyer agrees, the Parties shall sign the Arrangement, which shall form an integral part of the Agreement. Prior to signing the Agreement, the Buyer shall be provided with a copy or transcript of the new joint venture agreement or amendment to the existing joint venture agreement.

3.4. Agreements for direct payments to sub-suppliers

3.4.1. If the sub-suppliers so request, the Buyer will pay them directly. The Buyer shall provide for the possibility of direct payment to the sub-suppliers referred to in the Agreement on the following terms and conditions:

3.4.1.1. Upon conclusion of the Agreement, the Supplier undertakes to provide the Buyer with the names, representatives, and contact details of its sub-suppliers known at that time in writing no later than the commencement of the performance of the Agreement. The Buyer also requires the Supplier to notify it of any changes to the aforementioned information throughout the term of the Agreement;

3.4.1.2. The Buyer shall inform the sub-suppliers in writing of the possibility of direct payment no later than 3 (three) working days after receipt of the information referred to in point 3.4.1.1 of the General conditions;

3.4.1.3. the sub-supplier shall make a written request to the Buyer in order to exercise this option. when a sub-supplier expresses its willingness to make use of the option of direct payment, a tripartite agreement shall be concluded between the Buyer, the Supplier and the sub-supplier, describing the arrangements for direct payment to the sub-supplier, taking into account the requirements laid down in the Agreement and in the sub-supply agreement;

3.4.1.4. The possibility of direct payment to sub-suppliers does not alter the Supplier's responsibility for performance of the Agreement.

4. COOPERATION BETWEEN THE PARTIES

4.1. Duty of cooperation between the parties

4.1.1. In the performance of the Agreement, the Parties shall cooperate to the fullest extent possible in the prompt exchange of information and shall notify each other in writing promptly of the occurrence or existence of any event, condition or circumstance which may affect the performance of the Agreement or result in a breach thereof.

4.1.2. The Parties undertake to ensure that they provide each other with documents and/or other information necessary for the proper performance of the Parties' obligations under the Agreement.

4.1.3. If a Party encounters an impediment to the performance of the Agreement, it shall promptly, but in any event within 5 (five) working days at the latest, give notice to the other Party of such impediment and take all reasonable steps within its power to remove the impediment.

4.2. Contact persons

4.2.1. Each of the Parties shall, at the time of conclusion of the Agreement, designate a contact person responsible for the performance of the Agreement (e.g. receipt of the Goods, placing and receiving orders, etc.) and shall specify their contact details in the Special conditions.

4.2.2. In the event that a Party wishes to withdraw a designated contact person and appoint another person, or wishes to appoint another person to temporarily perform the functions of the contact person during the period of the contact person's temporary inability to perform his or her functions, the Party must inform the other Party in advance and provide the other Party with the contact details of the person: name, surname, email address and telephone number.

4.2.3. In the event that it becomes apparent that a Party's contact person is temporarily unable to carry out his or her duties (due to illness, injury or other unforeseen reasons), the Party must immediately, but no later than the next working day, appoint another contact person to temporarily carry out the functions of the contact person, and notify the other Party thereof. In the event of a change of contact persons, no Arrangement shall be concluded in accordance with point 20.5 of the General conditions.

5. DOCUMENTS TO BE SUBMITTED DURING THE PERFORMANCE OF THE AGREEMENT

5.1. If the Supplier has to prepare and/or submit instructions for using the results of the Services to the Buyer, they must be clear and detailed so that the Buyer can properly use the results of the Services in accordance with them.

5.2. In the event that training and/or testing is to be carried out under the Agreement, the Supplier shall be obliged to provide the Buyer with the instructions for use prior to such training and/or testing and to revise and supplement the instructions for use after such training and/or testing, taking into account the progress and results of such training and/or testing.

5.3. If the documents necessary for the use of the Service result require translation, the related costs shall be borne by the Supplier. If the Supplier translates the documents necessary for the

use of the Service independently, it shall be responsible for the accuracy of the translation of these documents.

6. PROVISION OF SERVICES END AND ACCEPTANCE OF THE RESULTS OF SERVICES

6.1. End of service provision

6.1.1. The provision of Services shall be deemed complete when all of the following conditions have been met:

6.1.1.1. The Supplier has provided all Services in accordance with the requirements of the Agreement and laws and other legal acts;

6.1.1.2. The Supplier has provided the Buyer with all necessary documentation, including instructions for use, certificates, and warranties (if required);

6.1.1.3. The Supplier shall train the Buyer's personnel on how to use the result of the Services (if required);

6.1.1.4. a Service Transfer-Acceptance Act or Service Transfer-Acceptance Acts have been signed, if the provision of Services is planned in stages or periods, or another document provided for in the Agreement, upon the signing of which the Services are deemed to have been accepted;

6.1.1.5. The Supplier has fulfilled other conditions set forth in laws and other legal acts, the Agreement, and the proposal, which must be fulfilled in order for the provision of Services to be considered complete, and has submitted documents proving this to the Buyer.

6.2. Transfer and acceptance of Services that are one-off in nature, provided periodically or according to the Buyer's Order

6.2.1. The Supplier shall provide the Services and deliver the results of the Services (if applicable) to the Buyer, and the Buyer shall accept the Services provided in a high-quality manner and in compliance with the requirements of the Agreement and laws and other legal acts. The Services must be provided in the manner and within the time limits specified in the Special Conditions.

6.2.2. The result of the Services shall be transferred to the Parties by signing the Service Transfer-Acceptance Act, which shall be signed in 2 (two) copies of equal legal force (except in cases where the Service Transfer-Acceptance Act is signed with a secure electronic signature), one for each Party. If a separate Service Transfer-Acceptance Act is not required, the Parties agree and clearly state in the Special Conditions that the Invoice shall be considered the Service Transfer-Acceptance Act.

6.2.3. Once the Supplier has provided the Services, the Buyer shall inspect them and shall:

6.2.3.1. no later than within 5 (five) business days from the actual provision of the Services and submission of the Service Transfer - Acceptance Act, accept the results of the Services by signing the Service Transfer - Acceptance Act; or

6.2.3.2. accept the result of the Services with reservations by signing the Service Transfer - Acceptance Act and the defect report drawn up during the inspection of the Services, in which

the Buyer must indicate the deficiencies of the Services or the documents submitted by the Supplier noticed during the acceptance of the Services and the procedure for eliminating those deficiencies (hereinafter - the **Defect report**); or

6.2.3.3. refuse to accept the result of the Services and deliver (or send) a Defect report to the Supplier regarding the unsuitable Services or part thereof.

6.2.4. The Service Transfer-Acceptance Act must specify the date when the Supplier provided the Services and submitted all necessary documents.

6.2.5. If defects in the Services are identified that do not constitute non-compliance with the requirements set forth in the Agreement, and their removal does not prevent the Buyer from using the results of the Services for their intended purpose, the Buyer may accept the Services with reservations, draw up a Defect report, and set reasonable deadlines for the Supplier to remedy the deficiencies in the Services. The Supplier must remedy any defects in the Services within a reasonable period of time specified by the Buyer, in accordance with Section 7.3 of the General Conditions, "Remedy of Defects in Services". If the Supplier fails to meet the deadlines for remedying defects in the Services, the provisions of Section 7.4 of the General Conditions, "Buyer's Rights if the Supplier Fails to Remedy Defects in the Services," shall apply.

6.2.6. If the Buyer fails to submit (send) the Defect report to the Supplier within 5 (five) business days of receiving the Service Transfer-Acceptance Act, it shall be deemed that the Buyer has accepted the Services and has no claims against them.

6.2.7. The risk of loss, damage, or accidental destruction of goods related to the Services shall pass from the Supplier to the Buyer at the moment of actual acceptance of such Services.

6.2.8. The Buyer shall have the right to use the result of the Services (if applicable) only after signing the Service Transfer-Acceptance Act.

6.2.9. If the Supplier has provided the Services earlier than the deadline for the provision of Services specified in the Special Conditions, but the Services have defects and the Supplier does not remedy these defects by the end of the deadline for the provision of Services specified in the Special Conditions, the Supplier shall be subject to penalties in the amount specified in the Special Conditions until the date of proper provision of the Services.

6.3. Transfer-acceptance of services provided in stages

6.3.1. The Supplier shall provide the Services and deliver the results of the Services to the Buyer in stages, and the Buyer shall accept the Services provided at each stage in accordance with the requirements of the Agreement and the provisions of laws and other legal acts. Services are provided in stages in accordance with the sequence and deadlines specified in the Special Conditions.

6.3.2. The result of the Services provided at a specific stage shall be transferred to the Parties by signing a Service Transfer-Acceptance Act, which shall be signed in 2 (two) copies of equal legal force (except in cases where the Service Transfer - Acceptance Act is signed with a secure electronic signature), one for each Party. If a separate Service Transfer-Acceptance Act is not required, the Parties agree and clearly state in the Special Conditions that the Invoice shall be considered the Service Transfer-Acceptance Act.

6.3.3. The buyer shall sign each Service Transfer-Acceptance Act on the condition that all previous stages have been accepted, unless otherwise specified in the Special Conditions.

6.3.4. Upon completion of all stages of the Services, i.e. upon completion of the Services, a final transfer-acceptance certificate for the Services provided shall be signed.

6.3.5. Once the Supplier has provided the Services at a specific stage, the Buyer shall check the results of the Services and shall:

6.3.5.1. no later than within 5 (five) business days from the actual provision of the Service stage and submission of the Service Transfer-Acceptance Act, accept the result of the Service stage by signing the Service Transfer-Acceptance Act; or

6.3.5.2. accept the result of the Service stage with reservations by signing the Service Transfer-Acceptance Act and the Defect report drawn up during the Service stage inspection, in which the Buyer must indicate the deficiencies of the Service stage or the documents submitted by the Supplier noticed during the acceptance of the Service stage and the procedure for eliminating those deficiencies (hereinafter - the **Defect report**); or

6.3.5.3. refuse to accept the result of the Service stage and deliver (or send) a Defect report to the Supplier for improperly provided Services at this stage.

6.3.6. The Service Transfer-Acceptance Act must specify the date when the Supplier provided the Services at a specific stage and submitted all necessary documents (if applicable).

6.3.7. If deficiencies in the Services are identified that do not constitute non-compliance with the requirements set forth in the Agreement, the Buyer may accept the results of the Services stage with reservations, draw up a Defect report, and set reasonable deadlines for the Supplier to remedy the deficiencies in the Services. The Supplier must remedy any defects in the Services within a reasonable period of time specified by the Buyer, in accordance with Section 7.3 of the General Conditions, "Remedy of Defects in Services". If the Supplier fails to meet the deadlines for remedying defects in the Services, the provisions of Section 7.4 of the General Conditions, "Buyer's Rights if the Supplier Fails to Remedy Defects in the Services," shall apply.

6.3.8. If the Buyer fails to submit (send) the Defect report to the Supplier within 5 (five) business days of receiving the Service Transfer-Acceptance Act, it shall be deemed that the Buyer has accepted the Services at that particular stage and has no claims against them.

6.3.9. The buyer shall have the right to use the Services provided in stages only after the final Service Transfer-Acceptance Act has been signed, unless otherwise specified in the Special Conditions.

6.3.10. The deadline for the performance of any subsequent stage of the Services related to the provision of the previous stage of the Services shall not be automatically extended if the Buyer fails to sign the transfer-acceptance act for the previous stage of the Services due to the Supplier's fault.

6.3.11. If the Supplier has provided the Services earlier than the deadline for the provision of the Services specified in the Special Conditions, but the Services have defects and the Supplier does not remedy these defects by the end of the deadline for the provision of the Services specified in the Special Conditions, the Supplier shall be subject to penalties in the amount specified in the Special Conditions until the date of proper provision of the Services.

7. SUPPLIER'S GUARANTEE OBLIGATIONS

7.1. Guarantee periods (if applicable)

7.1.1. The result of the services is subject to the warranty period established by law and/or applied by the Supplier, which is specified in the Supplier's offer, technical specifications, or Special Conditions. The guarantee period shall commence on the date of signing the Service Transfer-Acceptance Act.

7.1.2. The guarantee periods shall be suspended for as long as the Buyer is unable to properly use the Services due to identified defects for which the Supplier is responsible. If the Buyer is unable to use only a specific part of the Services due to defects in the Services, the guarantee periods shall be suspended only in respect of that part.

7.1.3. The Supplier shall not be liable for any defects in the Services arising from improper use or maintenance of the Services or from the fault of the Buyer, its personnel or third parties, provided that the Supplier is not at fault for such defects in the Services or improper use or maintenance of the Services.

7.2. Complaints regarding deficiencies in Services

7.2.1. If the Buyer finds any defects in the Services during the guarantee period (if applicable) or at any time during the term of the Agreement, they must immediately, but no later than within 30 (thirty) days and no later than the end of the guarantee period, and set reasonable deadlines, if not specified in the Special Conditions, for the elimination of the deficiencies in the Services.

7.2.2. The Supplier shall remedy all defects in the Services for which the Supplier is responsible free of charge within a reasonable period specified in the Buyer's claim, unless specific terms are specified in the Special Conditions, which shall be calculated from the date of receipt of the claim.

7.2.3. If the Supplier does not acknowledge the defects in the Services, either Party may request an independent expert assessment. If the Supplier fails to respond within 10 (ten) days of the Buyer's request or fails to engage an independent expert agreed upon with the Buyer (the Buyer may not unreasonably refuse to approve the expert proposed by the Supplier) to resolve the dispute, and/or if the dispute has lasted longer than 30 (thirty) days from the Buyer's initial request, the Buyer shall have the right to independently request an expert opinion. In this case, the costs of the expert examination are borne by:

7.2.3.1. if the result of the Services complies with the requirements specified in the Agreement and laws and other legal acts – the Buyer;

7.2.3.2. if the result of the Services does not meet the requirements specified in the Agreement and in laws and other legal acts – the Supplier.

7.2.4. The conclusions of the expertise shall be binding on the Parties.

7.2.5. The Buyer shall not lose the right to claim for defects in the Services, and the Supplier shall be obliged to remedy all defects in the Services free of charge, regardless of whether those defects could have been identified at the time of signing the Service Transfer - Acceptance Act.

7.3. Rectifying defects in Services

7.3.1. The Supplier shall remedy any defects in the Services free of charge. If defects are found in the goods related to the Services, the Supplier must eliminate the defects by repairing the goods or part thereof or replacing the goods with new goods or part thereof.

7.3.2. The Buyer must provide access to the Supplier to remedy any defects in the Services so that the Supplier can do so within the specified time limits. If defects in goods related to the provision of Services are remedied at the place of use of the goods, the Buyer and the Supplier must agree on the time for remedying the defects in the goods.

7.3.3. If defects are repeatedly found in the repaired goods related to the provision of services, the Supplier must replace the goods with new, high-quality goods, unless the Buyer agrees in writing to have the goods repaired again.

7.3.4. After the defects in the Services have been remedied, the warranty period for the Services (or for the repaired or new goods or parts thereof related to the Services) shall recommence from the date of delivery of the properly provided Services (or goods related to the Services) to the Buyer.

7.3.5. If the elimination of deficiencies in the results of a part of the Services may affect other parts of the Services, the Buyer may request the Supplier to repeat the tests performed under the Agreement (if such tests were provided for). The Buyer must submit such a claim to the Supplier in writing within 30 (thirty) days after the defects have been remedied. Such tests shall be carried out in accordance with the conditions of the tests previously carried out, except that they shall in all cases be carried out at the risk and expense of the Supplier.

7.3.6. Once the Supplier has fixed any issues with the Services, they need to let the Buyer know.

7.3.7. In 5 (five) working days after receiving the Supplier's notification of the elimination of defects in the Services, the Buyer must check the defects specified in the Defect report or the Buyer's claim and confirm in writing which defects in the Services have been properly eliminated.

7.4. Buyer's rights if the Supplier fails to remedy defects in the Services

7.4.1. If the Supplier refuses to remedy or fails to remedy the defects in the Services within a reasonable period of time set by the Buyer, the Buyer shall have the right to:

7.4.1.1. eliminate the defects in the Services itself or by hiring third parties, informing the Supplier thereof in advance, and demand that the Supplier reimburse the costs of the expert examination of the Services and the elimination of the defects in the Services and cover the losses incurred; or

7.4.1.2. demand a reduction in the amount payable to the Supplier and a refund of the overpayment resulting from this reduction within 30 (thirty) days of the end of the period set for the Supplier to remedy the deficiencies in the Services, if this does not conflict with the principles established in the Law on Public Procurement; or

7.4.1.3. refuse the Services and not pay for such Services or demand a refund for the amount paid for the Services and terminate the Agreement.

7.4.2. The amount payable to the Supplier under the Agreement shall be reduced by the amount by which the value of the Services to the Buyer is reduced due to the unsatisfactory result of

part of the Services or defects in the goods related to the provision of the Services, if the value of such part of the Services and and/or goods can be deducted from the total value of the Services. The reduction in the value of the Services shall include, inter alia, the Buyer's costs for assessing and remedying defects in the Services and/or goods (if the price of such Services and/or goods was specified at the time of purchase).

7.4.3. The Supplier must satisfy the Buyer's monetary claim under Clause 7.4.4 of the General Conditions within 30 (thirty) days or within a longer reasonable period specified in the Buyer's claim.

7.4.4. As a consequence of delays in remedying deficiencies in the Services, the Buyer shall be entitled to demand that the Supplier pay a penalty in the amount specified in the Special Conditions.

8. TIME LIMIT FOR THE PROVISION OF SERVICES

8.1. Terms and schedule of the provision of services

8.1.1. The Supplier shall provide the Services in accordance with the deadlines specified in the Special Conditions.

8.1.2. If applicable, the Buyer must, no later than within 14 (fourteen) working days from the effective date of the Agreement or within another period specified in the procurement documents, prepare and submit to the Supplier for approval a schedule for the provision of Services (hereinafter - **the Schedule**).

8.1.3. If applicable, the Schedule shall indicate which Services may be provided in parallel and which may only be provided in the specified order.

8.2. Penalties for delay in providing services

8.2.1. If the Supplier misses the deadlines for the provision of Services specified in the Special Conditions, the Supplier shall be subject to penalties in the amount specified in the Special Conditions until the date of provision of the Services.

8.2.2. If the Supplier misses the deadline for providing the Services or a stage thereof, the penalty shall be calculated from the end of the deadline for providing the Services or a stage thereof (exclusive) until the date of providing the Services or a stage thereof (inclusive), as determined in accordance with the Service Transfer-Acceptance Acts.

8.2.3. If penalties are imposed on the Supplier under this Agreement, the amount payable by the Buyer for the Services shall be reduced by the amount of the penalties imposed. The Buyer shall also have the right to unilaterally deduct the liquidated damages from any payments made to the Supplier in accordance with the procedure laid down by law, by notifying the Supplier in writing of the offsetting of such liquidated damages.

**9. METHODS OF SECURING PERFORMANCE OF OBLIGATIONS
UNDER THE AGREEMENT**

The performance of the obligations of the Parties under the Agreement shall be secured by the methods of securing the performance of the obligations under the Agreement set out in Section 8 of the General conditions, by the procedure for securing the performance of contractual obligations set out in Section 10 of the General conditions, by the advance security referred to in Clause 12.1.3 of the General conditions (where the amount of the advance is specified in the General conditions and advance security is required), and by the liquidated damages referred to in Section 9 of the General conditions.

10. AGREEMENT PERFORMANCE SECURITY (IF APPLICABLE)

10.1. The provisions of this section shall apply if the Special Conditions stipulate that, in order to ensure proper performance of the Agreement, the Supplier must provide a bank guarantee on first demand or a surety insurance letter from an insurance company or other security for the performance of contractual obligations specified in the Special Conditions.

Note. When the Special conditions specify that the Buyer requires the provision of a performance security issued by a credit union, the provisions of this Section shall apply as appropriate and the Buyer may impose additional requirements in the Special Conditions for the provision of such performance security consistent with the provisions of laws and regulations.

10.2. The Supplier must provide the Buyer with a performance security of the type and amount specified in the Special conditions, in the form of a first demand bank guarantee or a letter of indemnity from an insurance company (the insurance company's letter of indemnity must be accompanied by a signed insurance certificate (policy) and a document proving that the premium for the letter of indemnity has been paid), which complies with the conditions set out in Chapter 10 of the General conditions, within the time limit set out in the Special conditions (hereinafter - **Agreement performance security**).

10.3. If the Supplier fails to provide the Buyer with an Agreement performance security of the value set out in the Agreement within the time limit set out in the Agreement, the Supplier shall be deemed to have refused to conclude the Agreement and the Buyer shall be entitled to offer the award of the Agreement to another Supplier in accordance with the procedure set out in the Law on Public Procurement.

10.4. Before providing an Agreement performance security, the Supplier may ask the Buyer to confirm that the Buyer agrees to accept the performance security offered by the Supplier. In this case, the Buyer must reply to the Supplier no later than 3 (three) working days after receipt of the Supplier's request.

10.5. In the Agreement performance security, the bank (insurance company) must irrevocably and unconditionally undertake, no later than within 15 (fifteen) days of receiving the Buyer's written notification of the Supplier's breach of the obligations set out in the Agreement, partial or complete non-performance or improper performance thereof, to pay the Buyer the amount

specified in the Agreement performance security by transferring the money to the Buyer's account.

10.6. The Agreement performance security cannot state that the bank/insurance company is liable only for direct damages. The bank/insurance company is not entitled to require the Buyer to substantiate its claim. The Buyer shall state in a notification to the bank/insurance company that the amount of the Agreement performance security is due to it as a result of the Supplier's failure to perform the Agreement in whole or in part and/or its termination due to the fault of the Supplier. The Buyer shall not be obliged to prove any actual loss and the Supplier, by signing the Agreement and providing the performance security, confirms that the amount of the performance security shall be deemed to be the Buyer's minimum unprovable loss.

10.7. The Agreement performance security shall take effect no later than the date on which it is provided to the Buyer.

10.8. The amount of the Agreement performance security must be denominated and paid in euro.

10.9. The Agreement performance security must be written in Lithuanian or another language (if requested by the Buyer, a translation into Lithuanian must be provided).

10.10. The term of validity specified in the Agreement performance security must not be shorter than that specified in the Special Conditions.

10.11. If the duration of the Agreement is longer than 1 (one) year, the Supplier shall be entitled to lodge an Agreement performance security valid for 1 (one) year, but must extend the term of the Agreement performance security or lodge a new Agreement performance security at least 10 (ten) working days prior to the expiry of the Agreement performance security.

10.12. If, under the terms of the Agreement, the term for the provision of Services is extended or postponed due to the suspension of the Agreement, or there is a delay in the provision of Services or the rectification of defects in the Services, the Supplier shall ensure the validity of the performance security for the entire term of the Agreement and shall submit a new or extended performance security to the Buyer no later than the expiry date of the performance security.

10.13. If the Supplier fails to extend the period of validity of the performance security or to provide a new performance security in time, the Buyer shall be entitled to claim penalties at the rate set out in the Special conditions for each day of delay.

10.14. The Buyer shall not accept the Agreement performance security and/or shall consider it invalid and/or request the Supplier to provide the Buyer with a new Agreement performance security, and the Supplier shall be obliged to provide the Agreement performance security within the shortest possible period of time if the Agreement performance security does not comply with the requirements set out in the Agreement or if the Buyer has any information relating to the suspension of the activities of the bank/insurance company that issued the Agreement performance security or the potential suspension of its activities (including insolvency, liquidation or legal protection procedures).

10.15. If the Supplier is in breach of its obligations under the Agreement, or fails to perform its obligations in whole or in part (or not in accordance with the terms and conditions of the Agreement), the Buyer may invoke the Agreement performance security. In order to continue to perform its obligations under the Agreement, the Supplier shall, within 10 (ten) working days of the date of receipt of the notification of the payment of the Agreement performance

security to the Buyer, provide the Buyer with a new Agreement performance security in the amount set out in the Special conditions.

10.16. The Buyer may invoke the Agreement performance security in any of the following circumstances:

10.16.1. The Supplier has failed to fulfil, is failing to fulfil or is not fulfilling its obligations under the Agreement properly;

10.16.2. The Supplier fails to comply with the Buyer's instruction to remedy the deficiencies in the Services within a reasonable period of time;

10.16.3. if, due to any actions (or inactions) of the Supplier the Buyer has incurred losses (including, but not limited to, additional costs, lost income or other direct and indirect losses, late payment interest and/or penalties (if late payment interest and/or penalties are provided for in the Special Conditions of the Agreement));

10.16.4. The Supplier shall unilaterally terminate the Agreement without justifiable cause (other than in the cases provided for in the Agreement).

11. AGREEMENT PRICE AND ITS RECALCULATION

11.1. The Agreement price that the Buyer must pay to the Supplier for the Services actually provided under the terms of the Agreement, including all Arrangements, shall be calculated using the price calculation method or methods specified in the Special Conditions.

11.2. The Initial agreement value is set out in the Special conditions.

11.3. It is understood that the price of the Agreement includes all costs incurred by the Supplier in connection with the provision of all Services, as well as the proper performance of other obligations of the Supplier under this Agreement, including insurance, customs duties, and other costs incurred by the Supplier in performing its obligations under the Agreement. incurred by the Supplier in performing its obligations under the Agreement.

11.4. The review of the Agreement price shall be carried out in accordance with the procedure set out in the Special conditions.

12. SETTLEMENT PROCEDURE

12.1. Advance payment (if applicable)

12.1.1. The provisions of subsection 12.1 of the General Conditions shall apply if the Special Conditions specify that the Supplier shall be paid an advance payment (hereinafter - the **Advance payment**).

12.1.2. The Buyer shall pay the Supplier an Advance payment not exceeding the amount specified in the Special Conditions.

12.1.3. If required by the Special Conditions, in order to receive the Advance payment, the Supplier shall, when applying for the Advance payment, no later than within 10 (ten) working days from the date of entry into force of the Agreement, together with the advance payment invoice, submit to the Buyer an Advance payment guarantee – a bank guarantee or a surety

insurance letter from an insurance company or other security for the performance of contractual obligations for an amount not less than the Advance payment requested in the Special Conditions (hereinafter - the **Advance payment security**).

Note. When the Special Conditions specify that the Buyer requires the submission of an Advance payment security issued by a credit union, the provisions of this subsection shall apply as necessary, and the Buyer may set out additional requirements in the Special Conditions for the provision of such Advance payment security, in accordance with the provisions of laws and other legal acts.

12.1.4. Before providing an Advance payment security, the Supplier may ask the Buyer to confirm that the Buyer agrees to accept the Advance payment security offered by the Supplier. In this case, the Buyer must reply to the Supplier no later than 3 (three) working days after receipt of the Supplier's request.

12.1.5. By Advance payment security, the bank (insurance company) must irrevocably and unconditionally undertake, no later than within 15 (fifteen) days of the Buyer's written notification of non-performance of the Agreement or termination of the Agreement due to the Supplier's fault, to pay the Buyer an amount not exceeding the amount of the Advance payment and the security amount, by transferring the money to the Buyer's account.

12.1.6. The bank/insurance company is not entitled to require the Buyer to substantiate its claim. The Buyer will state in a notification to the bank/insurance company that the amount of the Advance payment security is due to the Supplier's failure to perform the Agreement in whole or in part and/or the termination of the Agreement due to the Supplier's fault and the Supplier's non-repayment of the advance payment.

12.1.7. The amount of the Advance payment security must be denominated and paid in Euro.

12.1.8. The Advance payment security must be written in Lithuanian or another language (if requested by the Buyer, a translation into Lithuanian must be provided).

12.1.9. No Advance payment security will be accepted which does not comply with the requirements set out in this Section of the Agreement.

12.1.10. If, during the performance of the Agreement, the bank/insurance company that issued the Advance payment security is unable to fulfil its obligations, the Buyer may request the Supplier in writing to provide a new Advance payment security within 10 (ten) working days under the same conditions as the previous one.

12.1.11. The Buyer shall pay the Supplier the Advance payment within the period specified in the Special Conditions from the date of receipt of the advance payment invoice and the Advance payment security (if applicable). The amount of the Advance payment paid is deducted from the amount payable.

12.1.12. Upon termination of the Agreement, the Supplier shall return the Advance payment received to the Buyer within 5 (five) working days (if part of the Services has been provided, the Buyer has accepted them and can use the results of the Services for their intended purpose – the part of the Advance payment that exceeds the price of the Services accepted by the Buyer shall be returned). If the Supplier fails to repay the advance payment received, the Buyer shall invoke the Advance payment security (if applicable). In cases where Clause 12.1.3 of the General Conditions has not been applied, the Supplier shall pay liquidated damages at the rate specified in the Special conditions, calculated on the amount of the advance payment to be refunded, for the period from the time when the advance payment was made until it is repaid.

12.2. Payment procedures

12.2.1. The Supplier shall issue an Invoice only after the Parties have signed the Service Transfer-Acceptance Act, unless otherwise specified in the Special Conditions:

12.2.1.1. an electronic invoice that complies with the European standard for electronic invoices, the reference to which was published in the Commission Implementing Decision of 16 October 2017 (EU) 2017/1870 on the reference to the European standard for electronic invoices and the publication of the list of syntaxes in accordance with Directive 2014/55/EU of the European Parliament and of the Council (hereinafter - the European standard for electronic invoices), the supplier may submit by means of their choice;

12.2.1.2. The Supplier may only submit electronic invoices that do not comply with the European standard for electronic invoices using the tools provided by the General Information System for Invoice Administration (hereinafter - "SABIS").

12.2.2. The Buyer shall accept and process electronic invoices using the SABIS information system, except in cases of mobilization, war, or emergency situations where there are violations of the SABIS information system that prevent communication and information exchange between the Buyer and the Supplier using SABIS.

12.2.3. The Supplier must submit advance payment invoices (if advance payment is provided for in the Special Conditions) in accordance with the procedure set out in this section of the Agreement.

12.2.4. The Buyer shall make payments for the Services within the terms specified in the Special Conditions.

12.2.5. Penalties shall be imposed on the Buyer for delays in payments under the Agreement in accordance with the procedure set forth in the Special Conditions.

12.2.6. If the Services are provided in stages or periods, the above payment procedure shall apply to each stage or period of the provision of Services, unless otherwise specified in the Special Conditions.

12.2.7. If the Parties enter into a tripartite agreement with the sub-supplier regarding direct settlement, the Buyer shall transfer the amount payable to the sub-supplier to the sub-supplier's bank account specified in the tripartite agreement and transfer the balance to the Supplier's bank account after the Service Transfer-Acceptance Act provided has been drawn up in accordance with the requirements of the Agreement and the tripartite agreement and the Supplier has submitted the Invoice for the Services to the Buyer.

12.3. Other settlement issues

12.3.1. The Buyer shall be obliged to transfer payments to the Supplier to the Supplier's bank account specified in the Special conditions.

12.3.2. The Buyer shall be entitled to deduct amounts due from the Supplier from payments to the Supplier under the Agreement (unilateral set-off). The Supplier shall therefore not be entitled to assign, pledge or otherwise dispose of any claim to amounts receivable under the Agreement to third parties without the consent of the Buyer.

12.3.3. All payments under the Agreement shall be made in Euro.

12.3.4. The Party making late payments under the Agreement shall be liable to pay to the other Party liquidated damages in the amount specified in the Special conditions.

13. CONFIDENTIAL INFORMATION

13.1. The Parties undertake to maintain confidentiality and not to disclose, without the other Party's written consent, information of that Party identified as confidential to any of the Party's employees, affiliates or other third parties who do not have a need to use the information for their work purposes, except as provided below.

13.2. A Party shall have the right to disclose the other Party's confidential information in the following cases:

13.2.1. disclosure of confidential information is necessary for the proper exercise of a Party's rights or obligations under the Agreement, but in such a case, disclosure may be made only to the extent necessary for the exercise of the Party's contractual rights or obligations, and only to such third parties as are necessary, provided that the third parties receiving the confidential information assume confidentiality obligations equivalent to those set out in this Agreement. If third parties disclose confidential information, the Party shall be liable for their actions as if they were its own;

13.2.2. confidential information must be disclosed in accordance with the requirements of laws and other legal acts, including cases where this is required by public administration entities as defined in the Law on Public Administration of the Republic of Lithuania.

13.3. Before disclosing confidential information, a Party must inform the other Party (to the extent not prohibited by law or regulation) of the need for, or the receipt of a request from a public administration entity to disclose confidential information and take reasonable steps to ensure the confidentiality of the information disclosed.

13.4. A Party shall be liable for the following:

13.4.1. for any unauthorised disclosure or transmission, including inadvertent disclosure or transmission, of the other Party's confidential information or any part thereof, or for any unauthorised use of confidential information;

13.4.2. for failing to take all reasonable steps to preserve and protect the other Party's confidential information, or any part of it, and to prevent its further unauthorised disclosure, transfer or use.

13.5. A Party that unreasonably discloses the other Party's confidential information shall be liable to pay to the other Party a fine in the amount specified in the Special Conditions.

14. PERSONAL DATA PROTECTION

14.1. The Parties undertake to ensure the security of personal data and to carry out the processing of personal data lawfully, in accordance with the provisions of 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), and other

legislation governing the processing of personal data.

14.2. The Parties confirm that if personal data will be processed in order to ensure the proper performance of the Agreement, the Parties undertake to enter into a separate data processing agreement which sets out the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the obligations and rights of the controller.

15. INTELLECTUAL PROPERTY

15.1. All results and related rights acquired in the performance of the Agreement, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, are the property of the Buyer, which shall pass to the Buyer upon signing the Service Transfer-Acceptance Act without any restrictions, which the Buyer may use, publish, transfer, or convey to third parties without the separate consent of the Supplier, unless otherwise provided in the Special Conditions or intellectual property rights cannot be transferred by ownership due to the nature of the Services and/or exclusive rights, patents, etc.

15.2. The Supplier undertakes to indemnify the Buyer against any claims arising out of intellectual property rights, including but not limited to patent, trademark, industrial design right of ownership/user (whether registered or not), right arising out of applications for registration of any of the aforementioned rights, copyright, rights of database producers (*sui generis*), rights of owners of firms, companies, organisations, business names and other similar rights or obligations, whether registered in the Republic of Lithuania or in other countries or not, as provided for in the Agreement, unless such infringement is due to the fault of the Buyer.

15.3. The Supplier shall not use the Buyer's symbols, name and mark in advertising, marketing, or the use of the Buyer's intellectual works without the Buyer's prior written consent. In case of violation of this requirement, the Supplier shall be subject to the penalty specified in the Special Conditions.

16. DECLARATIONS AND GUARANTEES

16.1. Each Party declares and guarantees to the other Party that:

16.1.1. all necessary decisions, authorisations and consents have been validly made and are in force, and all other legal acts necessary for the conclusion, validity and performance of the Agreement have been lawfully performed and are in force;

16.1.2. in entering into the Agreement, the Party does not exceed its competence and is not in breach of any applicable laws and regulations, judicial or arbitral judgments, administrative acts, contracts or other obligations under applicable private law, public law, European Union law or international law;

16.1.3. The representative of the Party has all the necessary powers to conclude and execute the Agreement. In signing and entering into the Agreement, the representative of the Party does not violate the Party's articles of association, provisions, and other internal documents, the rights and legitimate interests of the Party's management and other bodies and/or creditors; by

entering into the Agreement, he acts honestly and reasonably in relation to the Party and the members of the Party's bodies, and creditors.

16.1.4. The Party assessed all circumstances that were of material importance to the conclusion and performance of the Agreement. None of the conditions and circumstances specified in the Agreement shall have a negative impact on the Party's intention to conclude the Agreement under the conditions specified therein and to perform the obligations arising therefrom;

16.1.5. The Agreement shall be concluded in accordance with the principles of fairness, reasonableness, justice and equality of arms between the Parties, and shall not be subject to fraud or duress. The Parties have disclosed to each other all information known to them which is material to the formation and performance of the Agreement;

16.1.6. all declarations and guarantees made by the Party are complete and do not omit any matter which would render such declarations or guarantees untrue.

16.2. The Supplier further represents and guarantees to the Buyer that the Supplier, its sub-suppliers, joint venture partners and professionals have valid and legal possession of all permits, licences, certificates, legal recognition documents required for the performance of the Agreement as provided for by law and other regulations.

16.3. The Supplier declares that the rights to dispose of, manage, and use the results of the Services provided are not restricted and that no third parties have any claims to the results of the Services transferred under the Agreement.

16.4. The Supplier undertakes to comply with environmental protection, social and labour law obligations established by European Union and national law, collective agreements and international conventions referred to in Annex 5 to the Law on Public Procurement when performing the Agreement.

17. GENERAL LIABILITY ISSUES

17.1. Payment of penalties for delay or breach of obligations under the Agreement shall not release the Party from its obligations under the Agreement.

17.2. The payment of liquidated damages and/or the receipt of Agreement performance security shall not exclude the right of a Party to claim compensation from the other Party for any loss suffered by it. The liquidated damages provided for in this Agreement shall be deemed to be the minimum loss of the Parties that cannot be proved. Each Party shall be entitled to receive compensation from the other Party for losses incurred due to the other Party's improper performance or non-performance of its obligations under the Agreement, not exceeding the value of the Initial Agreement, unless the law provides that a higher amount must be compensated. The limitation of liability provided for in this point shall not apply if the damage is caused by a breach of confidentiality obligations, legislation on the protection of personal data or intellectual property rights.

17.3. In the event that any statement or guarantee contained in this Agreement proves to have been materially untrue, false or misleading, the breaching Party shall indemnify the injured Party against any loss suffered by the injured Party as a result of such untrue, false or misleading statement or guarantee.

17.4. The remedies provided for in this Agreement are without prejudice to the right of the

Parties to pursue other lawful remedies.

17.5. The limitations of liability under the Agreement shall not apply to wilful or grossly negligent damage, non-pecuniary damage, injury to health or death, or damage/loss to third parties, including where the damage caused by one Party to third parties is compensated by the other Party.

17.6. The Parties shall not be relieved of liability for breach of the Agreement upon its expiry. The Parties shall not lose the right to claim damages and liquidated damages for non-performance of the Agreement upon expiry of the Agreement.

18. FORCE MAJEURE

18.1. Liability under the Agreement shall not apply and the Parties may be exempted from civil liability in whole or in part on the following grounds:

18.1.1. force majeure - the provisions of Article 6.212 of the Civil Code of the Republic of Lithuania and the rules approved by the Government of the Republic of Lithuania by Resolution No.840 of 15 July 1996 "On the Approval of the Rules for Exemption from Liability in the Event of Force Majeure" shall apply;

18.1.2. acts of the countries of the European Union - where performance of an obligation under the Agreement is prevented by mandatory and unforeseeable actions (acts) of the authorities of a country of the European Union, which the Parties were not entitled to challenge and which could not have been foreseen in advance.

18.2. The Party requesting exemption from liability must notify the other Party of the force majeure circumstances immediately, but not later than 5 (five) days after the occurrence or discovery of such circumstances, providing evidence that it has taken all reasonable precautions and made every effort to minimize the costs or adverse consequences, and of the possible time limit for the fulfilment of its obligations. A Party shall also give the other Party appropriate notice when the grounds for non-compliance cease to exist.

18.3. The basis for exempting a Party from liability arises at the time of force majeure occurrence or if there is an absence of a notice, then from the moment the notice is received. If a Party fails to give timely notice or to inform, it shall be liable to compensate the other Party for any damage suffered by the other Party as a result of the failure to give timely notice or as a result of the absence of any notice.

18.4. If circumstances of force majeure continue for more than 1 (one) month from the date of receipt of the notification thereof, either Party may terminate the Agreement by notifying the other Party 5 (five) working days in advance. Force majeure shall not be deemed to mean that a Party does not have the necessary financial resources, or that the debtor's counterparties are in breach of their obligations, or that the debtor is in breach of its obligations to its counterparties.

19. INVALIDITY OF THE PROVISIONS OF THE AGREEMENT

19.1. If any provision of the Agreement is or becomes partially or wholly invalid, the Parties

must conclude an Agreement as soon as possible to replace the invalid provision with another provision which, as far as possible, has the same economic and legal effect as that sought to be achieved by the agreement on the invalid provision of the Agreement. Such an invalid provision does not invalidate the other provisions of the Agreement, provided that it does not violate laws and regulations and it can be presumed that the Agreement would have been validly concluded without the invalid provision.

19.2. If an amendment to a provision of the General conditions provided for in the Special conditions is or becomes partially or wholly invalid, the version of that provision of the General conditions which existed before the amendment shall not apply. In such a case, the Parties shall act in accordance with Clause 19.1 of the General conditions.

20. AMENDMENTS TO THE AGREEMENT

20.1. The conditions of the Agreement may not be amended during the term of the Agreement, except for those conditions of the Agreement which are provided for in the Agreement and/or may be amended in accordance with the provisions of the Law on Public Procurement.

20.2. Amendments to the Agreement shall be formalised by an Arrangement between the Parties.

20.3. The Party initiating the Arrangement must provide the other Party with a notice of amendment to the Agreement and a justification of the factual and legal basis for entering into the Arrangement. The other Party shall, within 5 (five) working days (or within another period agreed upon in writing by the Parties), analyze and evaluate the information received, submit its comments and proposals based on the provisions of the Agreement and mandatory laws and other legal acts.

20.4. The Arrangement shall enter into force upon its conclusion, unless otherwise specified in the Arrangement. The Buyer must make the Arrangement public in accordance with the procedure laid down in Articles 33 and 86 of the Law on Public Procurement.

20.5. A change in the contact details and particulars of the contact persons referred to in the Special conditions shall not be deemed to be an amendment to the Agreement (except for the replacement of the Supplier, joint venture partner, sub-supplier or specialist by another person), and the Party shall be obliged to change those details unilaterally by informing the other Party thereof. In any event, an amendment to the Agreement shall not constitute a substantive change to the Agreement.

21. SUSPENSION OF THE AGREEMENT

21.1. In the absence of fault on the part of the Supplier and in circumstances that could not have been foreseen by the Parties to the Agreement at the time of its conclusion, as a result of which the Parties to the Agreement are unable to fulfil their contractual obligations, and/or in other unforeseen circumstances, the Parties to the Agreement shall have the right to initiate the suspension of the provision of the Services (or part thereof) until the relevant circumstances cease to exist.

21.2. The provision of Services (or part thereof) may be suspended in at least one of the following circumstances:

21.2.1. in the event of force majeure circumstances as provided for in Section 18 of the General Conditions, the deadlines for the performance of contractual obligations shall be suspended from the moment the obstacle arises or, if it is not reported in a timely manner, from the moment of notification, and shall be resumed when the aforementioned circumstances no longer prevent the performance of the Agreement;

21.2.2. The Supplier cannot provide the Services in accordance with the procedure specified in the Agreement (for example, the Buyer cannot provide the technical capabilities for the provision of the Services for objective reasons), and the Supplier cannot therefore perform the Agreement;

21.2.3. for the purchase of unforeseen goods, services, and/or works related to the object of purchase, the need for which became apparent only during the performance of the agreement;

21.2.4. the delay in the performance of another procurement agreement of the Buyer directly affecting this Agreement is not attributable to the Buyer;

21.2.5. in the event of demonstrably justified obstacles or hindrances caused to the Supplier by third parties other than the Supplier's failure to perform its contractual obligations in a timely manner or in accordance with the terms and conditions of the Agreement;

21.2.6. in the event of a change in applicable law or the entry into force of a new law affecting the performance of this Agreement;

21.2.7. the need to suspend contractual obligations arose due to suspended, reallocated, unobtained, or similar financing intended for the purchase of the Buyer's Services, or a lack of financing;

21.2.8. in connection with legal (arbitration) disputes with the Buyer or third parties, the subject matter of which is directly related to the performance of the Agreement.

21.3. If the suspension of the provision of Services (or part thereof) is carried out due to the circumstances specified in clause 21.2 of the General Conditions and lasts no longer than 3 (three) months, such suspension shall be considered an amendment to the Agreement under the terms and conditions set forth therein and shall be formalized in accordance with the procedure set forth in Clause 21.6 of the Agreement.

21.4. If the suspension of the provision of Services (or part thereof) is due to circumstances not specified in Clause 21.2 of the General Conditions or (and) the circumstances specified in Clause 21.2 of the General Conditions continue for more than 3 (three) months and/or in violation of the procedure established in this section, this shall be considered an amendment to the Agreement, which must be carried out in accordance with the provisions of the Law on Public Procurement and formalized in accordance with the procedure set out in Clause 21.6 of the Agreement.

21.5. The performance of the contractual obligations may be suspended only during the term of the Agreement as follows:

21.5.1. If circumstances arise that prevent the Supplier from fulfilling its contractual obligations, the Supplier must immediately inform the Buyer thereof. The Supplier's written request must specify the circumstances of the suspension (General Conditions, Clause 21.2) and provide arguments, objective facts, and evidence justifying the circumstances and the possible duration of the suspension. The Buyer shall, after assessing the request, inform the

Supplier in writing of its decision to suspend the performance of the contractual obligations within 3 (three) working days at the latest. If the Supplier fails to provide specific arguments, facts, and evidence, the Buyer shall have the right to refuse to approve the suspension in writing;

21.5.2. After the Buyer has notified the Supplier in writing and provided a reasoned explanation of the circumstances and the period for which it is necessary to suspend the performance of contractual obligations, the Supplier shall inform the Buyer in writing within 3 (three) working days and confirm its agreement to the suspension. The Supplier shall have the right to object to the suspension of contractual obligations only if the Supplier can eliminate, at its own expense and by its own efforts, the circumstances that gave rise to the need to suspend the performance of contractual obligations;

21.5.3. Upon receipt of a written notice of suspension from the Buyer, the Supplier shall immediately, but no later than within 3 (three) working days after the date of sending the confirmation to the Buyer, suspend the performance of its contractual obligations or part thereof. If the performance of contractual obligations or part thereof is suspended, the Parties may not perform any obligations assigned to them under the Agreement or part thereof.

21.6. Suspension of performance of the contractual obligations shall be formalised by written agreement between the Parties, specifying the reasons for and the period of suspension, and shall be accompanied by the documents evidencing the grounds for the suspension, and shall be authenticated by the signatures of the authorised representatives of the Parties. Such arrangements shall form an integral part of the Agreement.

21.7. The suspension of contractual obligations shall not exceed the duration of a specific, justified circumstance.

21.8. The Parties agree that the period of suspension of contractual obligations shall not be counted as part of the period of performance of the Agreement, during which time the contractual obligations shall not be performed and for which period the Buyer shall not pay any payments, penalties or fines to the Supplier.

21.9. If the time limits for the performance of obligations under the Agreement have been suspended on the grounds set out in the Agreement, they shall be resumed at the end of the period of time specified in the Agreement between the Parties or at the end of the period of time specified in the Agreement between the Parties, whichever is the earlier. In the event that the time limits for the performance of the obligations under the Agreement are resumed prior to the expiry of the standstill period specified in the Parties' agreement, the Parties shall formalise the date of the resumption of the performance of the obligations under the Agreement in writing.

21.10. Upon resumption of performance of the Agreement, the time limits for the performance of the outstanding obligations (part of them) and the validity of the Agreement shall be postponed for the period of time remaining for their performance (the validity of the Agreement) at the time of their suspension.

21.11. If the performance of the contractual obligations has been suspended for a period of more than 3 (three) months, after the expiration of this period, either Party may, by written notice to the other Party, request the resumption of performance of the Agreement. If a Party does not resume performance of the Agreement within 10 (ten) days of the relevant request

without reasonable excuse, the other Party may terminate the Agreement by giving the other Party 10 (ten) days' notice.

22. TERMINATION OF THE AGREEMENT

The Agreement may be terminated in the cases provided for in Article 90 of the Law on Public Procurement and in the Agreement, including the possibility to terminate the Agreement by agreement of the Parties.

22.1. Claims for breach of the Agreement

22.1.1. In the event of a breach of the Agreement or of laws and regulations by a Party, the other Party shall have the right to make a written complaint to the other Party, specifying the provision of the Agreement or of the laws and regulations that has been breached and the manner in which it has been breached, and to set a reasonable time limit for the Party to remedy the breach.

22.1.2. The Party receiving the claim shall respond to the claim promptly, but in any event within 5 (five) working days, stating what measures it will take to remedy the breach within the time limit specified in the claim or, if appropriate, offering a reasonable alternative time limit. The Supplier's right to propose a different time limit shall not constitute an obligation on the Buyer to accept that time limit. The time limit proposed by the Party receiving the claim shall supersede the time limit specified in the claim only if it is accepted by the other Party.

22.2. Termination of the Agreement at the initiative of the Buyer

22.2.1. The Buyer shall unilaterally terminate the Agreement by giving the Supplier at least five (5) days' written notice if the Supplier commits a material breach of the Agreement, as specified in the Special Conditions, or a breach of the Agreement, which meets the characteristics of a material breach of the Agreement, as defined in the Civil Code of the Republic of Lithuania, and, upon receipt of the Buyer's complaint, does not rectify the breach within the time limit specified in the complaint.

22.2.2. The Buyer shall have the right to unilaterally terminate the Agreement or any part thereof by giving the Supplier at least 10 (ten) days' written notice if:

22.2.2.1. The Supplier is bankrupt, is the subject of an out-of-court insolvency procedure, is insolvent or threatened with insolvency, suspends its business activities, or is in a situation analogous to that provided for by law or regulation;

22.2.2.2. The Supplier's situation changes and he meets the grounds for exclusion set out in the procurement documents;

22.2.2.3. changes in legislation relating to the subject matter of the Agreement, the performance of the Agreement, or the Buyer's activities for which the Agreement was entered into, and the Buyer decides to terminate the Agreement as a result of such changes;

22.2.2.4. The Buyer decides to cease to carry out the activities for which the Services are purchased under the Agreement and the need for the Agreement ceases to exist;

22.2.2.5. The Buyer's governing body takes a decision that obviates the need for the Agreement;

22.2.2.6. the Buyer's financial situation changes/deteriorates or the Buyer does not receive or loses funding and decides to terminate this Agreement for this reason;

22.2.2.7. there is a change in the Buyer's organisational structure - legal status, nature or management structure - which may affect the proper performance of the Agreement or the need for the Agreement;

22.2.2.8. there is no longer a need for the Services purchased;

22.2.2.9. The Buyer receives an instruction or recommendation from the procurement oversight bodies to terminate the Agreement;

22.2.2.10. The Supplier delays or refuses to provide an extension of the performance security for more than 10 (ten) working days after the expiry of the last validity period of the Agreement performance security;

22.2.2.11. The Supplier refuses or fails to remedy defects in the Services within a reasonable time specified by the Buyer;

22.2.2.12. The Supplier is in breach of the Agreement or of laws and regulations and fails to remedy the breach within the time limit specified in the Buyer's written complaint;

22.2.2.13. The Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Critical for National Security, adopts a decision confirming that the Agreement is not in the interest of national security (applicable if the Buyer operates in areas considered to be part of the sectors of the economy strategically important for national security or is considered to be an essential subject);

22.2.2.14. the circumstances referred to in Article 37(8) and/or Article 47(8) of the Law on Public Procurement become known.

22.2.3. The Agreement shall be deemed null and void if it is established that the performance of the Agreement is contrary to the mandatory international sanctions implemented in the Republic of Lithuania as defined in the Law on Sanctions and other applicable international, European Union and Republic of Lithuania legislation (at least one of the applicable sanctions). The moment of nullity of the Agreement is determined in accordance with the above-mentioned law.

22.2.4. The Buyer shall unilaterally terminate the Agreement or suspend its performance immediately, but not later than within 5 (five) days, for the period of implementation of mandatory international sanctions as defined in the Law on Sanctions and other international, European Union and Republic of Lithuania legislation, by notifying the Supplier in writing, if the Agreement has entered into force prior to the imposition of such international sanctions in the Republic of Lithuania. It is prohibited to assume new obligations under the Agreement, the performance of which would be contrary to international sanctions implemented in the Republic of Lithuania.

22.2.5. If the Agreement is terminated following a material breach of the Agreement by the Supplier, or if the Supplier unreasonably terminates the performance of the Agreement outside the procedure set out in the Agreement, and unless the Special conditions provide for the proper performance of the Agreement to be secured by a performance bond, the Supplier shall be liable to pay to the Buyer a penalty of the amount set out in the Special conditions and to indemnify the Buyer against damages relating to the termination. If the Special conditions

provide that the proper performance of the Agreement is secured by a performance security, the Supplier undertakes to pay to the Buyer the remainder of the liquidated damages in the amount specified in the Special conditions and to compensate for the damages relating to the termination of the Agreement to the extent that they are not covered by the Agreement performance security. If the Buyer claims damages, the amount of the penalty shall be set off against the damages.

22.2.6. The Buyer shall have the right to unilaterally terminate the Agreement in other cases provided for in the Special conditions (if applicable) and in laws and regulations.

22.2.7. The Agreement shall be deemed terminated on the day after the expiry of the notice period.

22.2.8. In cases where the Supplier remedies the breach or the circumstances giving rise to the termination procedure cease to exist, the Agreement shall not be terminated and the termination notice shall lapse if the Supplier provides information on the remedy of the breach or the cessation of the circumstances giving rise to the termination procedure.

22.3. Termination of the Agreement at the initiative of the Supplier

22.3.1. The Supplier shall have the right to unilaterally terminate the Agreement by giving the Buyer not less than 30 (thirty) days' written notice if the Buyer is in breach of the terms of payment with the Supplier (except where the Buyer has exercised its right to withhold payments) and the Buyer's debt to the Supplier exceeds 20 (twenty) per cent of the Initial Agreement Value excluding VAT and the Buyer fails to pay to the Supplier the sums due after receiving the Supplier's claim within 30 (thirty) days. In terms of the Initial Agreement value and the Buyer fails to pay the amounts due to the Supplier within thirty (30) days after receipt of the Supplier's claim.

22.3.2. The Supplier shall be entitled to unilaterally terminate the Agreement by giving not less than 10 (ten) days' written notice to the Buyer if:

22.3.2.1. The Buyer has been the subject of bankruptcy proceedings, out-of-court insolvency proceedings, insolvency or the likelihood of insolvency, suspension of business activities, or a situation analogous to that provided for by law or regulation;

22.3.2.2. The Buyer is in breach of the Agreement or of laws and regulations and fails to remedy the breach within the time limit specified in the Supplier's written complaint, except in the case set out in Clause 22.3.1 of the General conditions.

22.3.3. If the circumstances referred to in Clause 22.3.1 of the General conditions relate only to a separate part or a separate Arrangement, the Supplier shall have the right to terminate the Agreement only in respect of that part, or to terminate only such Arrangement.

22.3.4. The Supplier shall have the right to unilaterally terminate the Agreement in other cases provided for in laws and regulations.

22.3.5. If the Agreement is terminated as a result of a material breach of the Agreement by the Buyer, or if the Buyer unreasonably terminates the performance of the Agreement outside the procedure set out in the Agreement, the Buyer shall be liable to pay to the Supplier a penalty of the amount specified in the Special conditions and to compensate for the damages associated with the termination of the Agreement.

22.3.6. The Agreement shall be deemed terminated on the day after the expiry of the notice period.

22.3.7. In cases where the Buyer remedies the breach or the circumstances giving rise to the termination of the Agreement within the period of notice of termination of the Agreement or the circumstances giving rise to the termination of the Agreement cease to apply, the Agreement shall not be terminated and the notice of termination shall cease to have effect, provided that the Buyer informs the Supplier of the remedying of the breach or the ceasing of the circumstances giving rise to termination of the Agreement.

22.4. Rights and obligations of the Parties in the event of termination of the Agreement

22.4.1. The termination of the Agreement shall not affect the validity of the terms and conditions of the Agreement setting out the dispute settlement procedure and other terms and conditions of the Agreement which, by their very nature, shall survive termination of the Agreement.

22.4.2. Upon termination of the Agreement, the Parties shall:

22.4.2.1. to satisfy itself that the Services rendered and other acts performed prior to the date of termination of the Agreement are in accordance with the requirements of the Agreement and that the Parties shall have no further claims against each other in respect thereof;

22.4.2.2. pay for the Services provided prior to termination of the Agreement in accordance with the requirements of the Agreement;

22.4.2.3. within ten (10) days from the date of receipt of the notice of termination of the Agreement or the date of conclusion of the Agreement on termination of the Agreement, hand over to each other all the documents required to be handed over in accordance with the Agreement.

23. CHANGING THE MODEL OR MANUFACTURER OF GOODS

23.1. In cases where goods are purchased together with the Services, the Supplier shall have the right to change the model and/or manufacturer of the goods provided that all of the following conditions are met:

23.1.1. if the goods specified in the Supplier's offer are no longer manufactured or their supply has been substantially disrupted and the manufacturer's approval has been obtained, and/or the goods, their manufacturer pose a threat to national security, and/or the supply of the goods is contrary to the binding international sanctions implemented in the Republic of Lithuania, as defined in the Law on Sanctions, and/or the goods, their components and/or the manufacturer do not comply with the provisions of Article 45(21) of the Law on Public Procurement;

23.1.2. if the Goods to be replaced fully comply with all the requirements of the procurement documents and are of equivalent or better quality, not inferior, to the Goods specified in the Supplier's tender, and the Supplier provides documentary evidence to that effect. If the Supplier has provided samples of the Goods during the procurement procedures, the Goods delivered must be of at least the same quality as the samples provided;

23.1.3. if the Supplier has submitted a written request to the Buyer, together with the documents justifying the change, at least 10 (ten) days prior to the intended change of the Goods and has received the Buyer's written consent. The Buyer shall have the right to object to the substitution of the goods and shall have the right to terminate the Agreement if the Supplier has failed to provide evidence, or the provision of such evidence does not substantiate that the goods to be substituted are in conformity with the Procurement documents and of equivalent or better quality than the goods covered by the Agreement;

23.1.4. The Parties have entered into a written Arrangement to the Agreement for the exchange of goods.

23.2. In the case referred to in this section of the General Conditions, the goods must be delivered at a price not higher than the price stated in the tender.

24. COMMUNICATION PROCEDURE AND LANGUAGE

24.1. The Agreement is concluded in Lithuanian. If the Agreement or any of its constituent documents is drawn up in another language or translated into another language, only the text of the Agreement in the Lithuanian language shall be considered authentic in all cases (in the event of any inconsistencies, the text in the Lithuanian language shall prevail).

24.2. If a Party notifies the other Party of its new contact details, it shall, upon receipt of such notification by the other Party, send all notices and information sent under the Agreement in accordance with its new contact details. If a Party fails to notify a change of contact details or until the other Party receives such notification, the sending of the notification using the last contact details known to the Party shall be deemed appropriate.

24.3. If the notification is served personally or sent by post or courier, it must be served by signature and shall be deemed to have been received on the date stated in the acknowledgement of receipt.

24.4. If the notification is sent by e-mail, it shall be deemed to have been received by the Party on the next working day.

24.5. If the notification is sent by several different methods, the recipient shall be deemed to have received it when he received the preceding message.

25. CLAIMS AND DISPUTE RESOLUTION

25.1. Any dispute, controversy or claim arising out of or relating to the Agreement, its breach, termination or validity shall be settled in the first instance by negotiation between the heads of the Parties or their authorised representatives.

25.2. If the Parties fail to resolve any dispute by negotiation, then any such dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be finally settled by the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

25.3. The disputes shall not constitute grounds for the Parties to refuse to perform their obligations under the Agreement.

SPECIAL TERMS AND CONDITIONS OF THE SERVICES PURCHASE AND SALE AGREEMENT

Name of the Agreement	Agreement on digital marketing services		
Date of the Agreement		Number of the Agreement	

1. PARTIES TO THE AGREEMENT

1.1. Buyer	1.1.1. Name	Public Institution "GO Vilnius"
	1.1.2. Legal entity code	123641468
	1.1.3. Address	Gynėjų str. 16, Vilnius
	1.1.4. VAT payer's code	LT236414610
	1.1.5. Current account	LT65 7044 0600 0111 9957
	1.1.6. Bank, bank code	SEB bank
	1.1.7. Telephone	+370 686 57232
	1.1.8. E-mail	info@govilnius.lt
	1.1.9. Representative of the party	Director Dovilė Aleksandravičienė
	1.1.10. Basis for representation	Public Institution "GO Vilnius" Articles of association
1.2. Supplier	1.2.1. Name	IRISMEDIA AGENCIA DE MEDIOS, S.L.
	1.2.2. Legal entity code	
	1.2.3. Address	15, Albasanz street, building A, 3 rd floor; 28037 Madrid (Spain)
	1.2.4. VAT payer's code	ESB84584705
	1.2.5. Current account	ES5801287703360100001261
	1.2.6. Bank, bank code	BANKINTER
	1.2.7. Telephone	+37 91 725 09 65
	1.2.8. E-mail	info@irismedia.es
	1.2.9. Representative of the party	María Torvisco Bermejo and José Ángel Villar Gejo
	1.2.10. Basis for representation	CEO

2. RESPONSIBLE PERSONS

2.1. The Buyer's contact persons responsible for the performance of the Agreement, the acceptance of the Services, the acceptance of the Invoices via the "SABIS" information system	<p>Vilnius, Lithuania Tel: +370 686 57232</p>
2.2. Supplier's contact persons responsible for the	<p>+34 91 725 09 65 - info@irismedia.es</p>

performance of the Agreement	
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3. SUBJECT MATTER OF THE AGREEMENT

3.1. Subject matter of the Agreement	<p>The Supplier undertakes to provide the Buyer with the following Services under the terms and conditions set forth in the Agreement: Tourism promotion campaign services on travel booking platforms (hereinafter - the Services).</p> <p>A detailed description of the Services and other requirements for the Services to be provided are set out in Annex No. 1 “Technical Specification” (hereinafter - Technical Specification) and Annex No. 2 “Tender” (hereinafter - Tender)</p>
3.2. Method and number of procurement	<p>Tourism promotion campaign services on travel booking platforms. Number of procurement: 4332189</p>
3.3. Information on a project funded by the European Union or another project	Not applicable

4. TIME LIMITS FOR THE PROVISION OF SERVICES AND HANDOVER AND ACCEPTANCE PROCEDURES

4.1. The term for the provision of the Services, where the Services are of a one-off nature, periodically or on the basis of a Buyer's Order	<p>The Supplier shall provide the Services from the date of entry into force of the Agreement until the maximum amount of funds allocated for the Procurement (EUR 847,000.00 including all taxes) has been used up, but for no longer than 24 months, whichever occurs first.</p> <p>A detailed description of the terms of Service provision is provided in the Technical Specification.</p>
4.2. Extension of the time limit for the provision of services / part of a service / phase / period	Not applicable
4.3. Ordering procedure	The procedure for placing orders is specified in the Technical Specification (Annex 1 to the Agreement).
4.4. Regarding the minimum value or volume of an Order	Not applicable
4.5. Documents to be submitted	<p>The following documents must be submitted: Account and the Act of Transfer and Acceptance of Services; If the Supplier fails to submit the specified documents, it shall be deemed that the Services have not been provided and/or do not meet the requirements set forth in the Agreement.</p>

5. AGREEMENT PRICE AND PAYMENT PROCEDURE

5.1. Method of calculating the price applicable to the Agreement	<p>The following combination of pricing methods has been chosen for the Agreement and its possible amendments:</p> <ul style="list-style-type: none">• For the Services specified in positions 1–4 of the table (Annex 3 to the Agreement), a fixed rate calculation method will be applied;• The pricing for the reimbursement of agreement performance costs applies to item 5 in the table (Annex 3 to the Agreement) for the actual costs incurred by the Supplier in organizing the Services that will be directly related to the performance of the Agreement and which the Supplier will incur from third parties (hereinafter - the Additional costs). <p>When submitting an invoice to the Buyer for payment of Additional costs, the Supplier must attach documents substantiating the Additional costs or copies of these documents, certified by the signature of the Supplier or its authorized representative. The Buyer undertakes to cover only those Additional costs that are undoubtedly reasonably incurred directly in the performance of the Agreement, upon the Supplier's submission of documents confirming such Additional costs, and which have been agreed with the Buyer and confirmed by email prior to the commencement of the Service order. Additional costs actually incurred shall be reimbursed at prices not exceeding market prices, which may not include the Supplier's profit. The Supplier may not apply any additional organization fees or any additional fees beyond the Additional costs actually incurred, which are not specified in the Supplier's offer.</p> <p>These pricing methods are one of the essential terms of the Agreement and cannot be changed. The final price to be paid by the Buyer to the Supplier shall depend on the actual amount of Services provided under the Agreement.</p>
5.2. Initial Agreement value and Agreement price when <u>mixed</u> pricing applies	<p>The Initial agreement is worth €700,000.00 excluding VAT. In this Agreement, the Initial Agreement value is equal to the maximum amount of funds allocated for the purchase, excluding VAT, for the acquisition of the Services specified in the Technical Specification.</p> <p>The Agreement price and total Agreement value is EUR 847,000.00 including VAT. VAT amounts to EUR 147,000.00.</p> <p>The Buyer does not undertake to redeem this value.</p> <p>The Service Fees are specified in the Tender (Annex 2 to the Agreement).</p>

	<p>The quantities purchased during the term of the Agreement, as well as the price of the Agreement to be paid to the Supplier, depend on the actual orders, i.e. the quantities purchased may not exceed the upper limit of the value specified in the Agreement (the specified amount), and the Buyer may purchase a smaller quantity.</p> <p>If the fixed rates have been reviewed in accordance with the price review conditions specified in the Agreement, the rates specified in the Initial Agreement, excluding VAT, shall be adjusted accordingly (increased or decreased), but the price and total value of the Agreement shall remain unchanged.</p>
<p>5.3. Recalculation of the Agreement price/rates by applying the <u>revision</u> rules</p>	<p>Rates will be recalculated:</p> <ul style="list-style-type: none"> • due to changes in the VAT rate. • due to changes in the price level.
<p>5.3.1. Revision of the Agreement price/rates due to a change in the VAT rate</p>	<p>If, during the performance of the Agreement, there is a change in the legislation governing the payment of VAT which directly affects the price/rates for the Services provided by the Supplier in the Agreement, the price/rates for the Agreement shall be recalculated without changing the price/rates for the Services excluding VAT.</p> <p>The recalculation shall be performed upon the adoption and/or entry into force of the Law Amending the Law on Value Added Tax of the Republic of Lithuania, which changes the VAT rate. The calculated price (rates) shall be formalized in an Agreement, which becomes an integral part of the Agreement and shall apply to that part of the Services that will be provided from the date of entry into force of the new VAT (regardless of when the Agreement was signed).</p>
<p>5.3.2. Review of the Agreement price/rates due to changes in other charges that affect the price/rates of the Services</p>	<p>Not applicable</p>
<p>5.3.3. Revision of Agreement price/rates due to change in price level</p>	<p>5.3.3.1. During the term of the Agreement, either Party shall have the right to initiate a review (change) of the price (rates) no earlier than 6 (six) months after the purchase on the basis of which the Agreement was concluded, the deadline for submission of tenders (if a review has already been carried out – from the date of entry into force of the Agreement on the last recalculation in accordance with this clause of the Special Conditions), if the index changes by 5 (five) or more percent compared to the base price index.</p> <p>5.3.3.2. Prices (rates) are reviewed only for the part of the Agreement that has not been redeemed, i.e. for Services that have not been accepted (no Service Transfer-Acceptance Act has been signed). A subsequent review of prices (rates) may not cover a period for which a review has already been carried out.</p> <p>5.3.3.3. If the provision of Services is delayed due to the Supplier's fault, the price (rates) of the delayed Services shall</p>

not be recalculated due to an increase in price levels, but shall be recalculated due to a decrease in price levels.

5.3.3.4. When reviewing rates, the Parties shall be guided by the data published by the State Data Agency on the Official Statistics Portal (<https://osp.stat.gov.lt/>) – the index published in the group "Service price indices (SPI) and price changes" – "M73 Advertising and market research".

The other Party is not required to provide an official document or confirmation issued by a State Data Agency or other institution.

5.3.3.5. The parties must specify in the Agreement the index value at the beginning of the period and the date of its determination, the index value at the end of the period and the date of its determination, the price change coefficient (P), the recalculated price (rates), and the recalculated value of the Initial Agreement.

5.3.3.6. The new price (rates) is calculated according to the formula below:

$$a_1 = a \times P, \text{ where}$$

a_1 - recalculated (changed) price (rate) EUR excluding VAT:

a – Price (rate) in EUR without VAT valid in the Agreement prior to recalculation (if a review has already been performed – after the last recalculation);

P – price change coefficient calculated according to price indices, calculated according to the formula (rounded to 4 (four) digits after the decimal point):

$$P = \frac{Ind_{naujausias}}{Ind_{pradzia}},$$

where:

$Ind_{naujausias}$ – the latest (current) index published on the date of sending the request for price (rate) review to the other Party;

$Ind_{pradzia}$ – the index at the start of the period (in the case of the first recalculation, the index at the start of the period is the index at the end of the deadline for submitting tenders, and if the rates have already been recalculated, the last index for the last recalculation);

5.3.3.7. For calculations, the values of the indices ($Ind_{naujausias}$ and $Ind_{pradzia}$) are taken with an accuracy of **4 (four)** digits after the decimal point. The calculated price (rate) " a_1 " is rounded to **2 (two)** digits after the decimal point.

5.3.3.8. The Party seeking a review of the Agreement fees must contact the other Party in writing and provide all relevant information in the application: The name, number, and date of the Agreement, a list of Services that have not been transferred or paid for, with quantities, index values with references to public sources specified in clause 5.3.3.4 of the Special Conditions. In the request, the Party shall not have the right to specify another index or request a recalculation based on an index other than that specified in this Agreement.

	<p>5.3.3.9. The conversion of prices (rates) shall be formalized by an Agreement. Neither Party shall have the right to refuse to sign such an Agreement without good reason. Documents substantiating the price recalculation and calculations must be attached to the Agreement on price (rate) recalculation. The agreement must be concluded within 10 (ten) working days from the date of receipt of a valid request from the Party to recalculate the price (rates).</p> <p>5.3.3.10. The Agreement shall not entitle the Parties to modify the procedure set out or any other provisions of the Agreement, except in accordance with the provisions of the Law on Public Procurement.</p> <p>5.3.3.11. The recalculated price (rates) shall apply from the day following the signing of the Agreement.</p>
5.3.4. Revision of the Agreement price/rates due to a change in the price level in line with changes in the prices of the Service groups	Not applicable
5.4. Calculation of the Agreement price/rates by applying the rules for quantity (volume) change	Not applicable
5.5. Time limit and procedure for payment to the Supplier	<p>The Buyer shall settle with the Supplier no later than 30 (thirty) days after receipt of the Invoice. In cases where there is an objective reason (e.g., delay in funding from the budget), payments may be deferred for the period of the delay, but not longer than 60 (sixty) calendar days from the date of provision of the Services and receipt of the Invoice.</p> <p>Payment terms: upon completion of the Order, payment is made for a specific quantity/volume according to the established rates;</p> <p>The Supplier must indicate the number assigned to the Agreement by the Buyer on the invoice.</p>
5.6. Advance payment	Not applicable
5.7. Advance payment security	Not applicable

6. QUALITY OF SERVICES AND GUARANTEE OBLIGATIONS

6.1. Guarantee period	Not applicable
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6.2. Deadline for remedying deficiencies in the Services	If any defects in the Services are identified during the warranty period and/or at any time during the term of the Agreement, the Supplier shall remedy such defects within 3 working days of receiving a written complaint.
6.3. Procedures for implementing and verifying the quality criteria	Not applicable

7. THE USE OF SUB-SUPPLIERS AND/OR SPECIALISTS FOR THE PERFORMANCE OF THE AGREEMENT

7.1. Sub-suppliers and/or specialists used for the performance of the Agreement	No sub-suppliers and/or specialists shall be used for the performance of the Agreement.
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8. ENSURING FULFILMENT OF CONTRACTUAL OBLIGATIONS

8.1. Ensuring fulfilment of contractual obligations	<p>Performance of obligations under the Agreement is secured by:</p> <ul style="list-style-type: none"> ● Penalties specified in the Agreement (interest for late payment, fines); ● First demand bank guarantee or insurance company surety insurance or deposit. <p>If the Supplier secures the performance of the Agreement with a bank guarantee or insurance company surety insurance, the document securing the performance of the Agreement must be prepared in accordance with the conditions set out in the Procurement documents.</p> <p>If Chapter 10 of the General Conditions sets out different conditions relating to a bank guarantee or insurance company surety insurance, the conditions set out in the Procurement documents shall apply.</p>
8.2 Agreement performance security validity period	The term of validity of the Agreement performance guarantee is 37 months from the date of entry into force of the Agreement.
8.3. Providing the Agreement performance security	<p>No later than 10 (ten) working days from the date of signing the Agreement, the Supplier must provide the Buyer with a first demand bank guarantee for EUR 35,000.00 or a surety insurance letter from an insurance company, or transfer a deposit.</p> <p>If the Supplier secures the performance of the Agreement with a deposit, it must transfer the security amount specified in the Procurement Documents to the account of the Vilnius City Municipality Administration (code 188710061) within 10 (ten) working days from the date of signing the Agreement: LT 077180 3000 0113 0388 AB Artea bank or LT50 4010 0424 0394 3983 Luminor Bank AS Lithuanian branch bank.</p>

	If, for objective reasons beyond the Supplier's control, the Supplier is unable to provide a bank guarantee or a surety insurance letter from an insurance company, this deadline may be extended to a date agreed upon by the Parties upon receipt of the Supplier's request.
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9. LIABILITY OF THE PARTIES

9.1. Penalty for late payment under the Agreement shall apply to the Buyer	If the Buyer, having received a duly submitted and completed Invoice, delays payment for the quality Services duly rendered by the Supplier within the period specified in the Agreement, the Supplier shall charge the Buyer a default interest of 0.02 (two hundredths) per cent on the unpaid amount, exclusive of VAT, for each day of delay from the day next following the period specified.
9.2. Penalties applicable to the Supplier	<p>9.2.1. If the Supplier is late in providing the Services or fails to fulfil other contractual obligations, the Buyer shall charge the Supplier a default interest of 0.02 (two hundredths) per cent of the price of the Services or of the price of the other contractual obligations, exclusive of VAT, from the day after the due date for the Services or the other contractual obligations for each day of delay.</p> <p>9.2.2. The Supplier shall pay the Buyer a penalty within 10 (ten) days of the Buyer's request. If the Supplier fails to pay the penalty, the Buyer shall have the right to deduct the penalty amounts from the amount payable to the Supplier.</p> <p>9.2.3 The penalties specified in this clause shall apply only if the Agreement does not specify other penalties for failure to perform specific contractual obligations.</p>
9.3. The Supplier shall be liable to a penalty in the event of termination of the Agreement for a material breach of the Agreement or for unjustified termination of the Agreement other than in accordance with the procedure laid down in the Agreement	9.3.1. Upon termination of the Agreement due to a material breach of the Agreement by the Supplier as specified in the Special Conditions of the Agreement, or if the Buyer exercises the performance guarantee under the Agreement.
9.4. The Supplier is subject to a penalty for replacing existing sub-suppliers or specialists / using new sub-suppliers without complying with the procedure for replacing sub-suppliers and/or specialists set out in the General Conditions	The Supplier, having employed unqualified employees, additional subcontractors, having refused the sub-suppliers specified in the Agreement, having replaced the sub-suppliers specified in the Agreement, and/or having transferred a larger (smaller) part of the Services than specified in the tender to another sub-supplier specified in the Agreement without informing the Buyer thereof, undertakes to pay the Buyer a penalty of EUR 1,000.00 (one thousand) for each case of such violation.

9.5. Fines imposed on the Supplier for non-compliance with environmental and/or social criteria	Not applicable
9.6. Supplier/ Buyer is fined for non-compliance with confidentiality requirements	Not applicable
9.7. Fine imposed on the Supplier for failure to meet the qualitative criteria set out in the procurement documents during the performance of the Agreement	Not applicable
9.8. Penalty for non-renewal of the Agreement performance security applicable to the Supplier	Not applicable
9.9. The Supplier is liable to a fine for non-compliance with the requirements on the use of the Buyer's symbols, name and mark in advertising or marketing and the prohibition on the use of the Buyer's intellectual work product	In the event of a breach of the requirement regarding the Buyer's symbols, name, and trademark in advertising and marketing, as well as the use of intellectual property created by the Buyer, the Supplier shall be subject to a penalty of 1 (one) percent of the value of the Initial Agreement.
9.10. Other penalties	<p>9.10.1. If the Supplier, without notifying the Buyer, is more than 10 working days late in providing the Services or part thereof that the Supplier has undertaken to perform, the Supplier shall pay the Buyer a penalty of EUR 500.00 (five hundred euros) and EUR 100.00 (one hundred euros) for each additional working day of delay.</p> <p>9.10.2. If, during the implementation of the campaign, the Supplier makes changes to the implementation of the media plan (e.g., unpublished advertising, use of a format other than that specified, failure to meet deadlines) and this is not confirmed with the Buyer, a penalty of EUR 500 (five hundred) shall be payable.</p> <p>9.10.3. A fine of EUR 100 (one hundred) shall be imposed for each working day of delay in submitting interim data or reports. If the data is not provided within 5 working days of the deadline, the Buyer has the right to suspend payments until it is provided.</p> <p>9.10.4. A penalty of 0.3 percent of the Order value shall be imposed for each calendar day of delay in submitting the final report, but not less than EUR 100 (one hundred) per day. If the report is not submitted within 15 calendar days of the deadline, the Order shall be deemed not to have been fulfilled, and the Buyer shall not pay for it.</p>

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10. ESSENTIAL TERMS OF THE AGREEMENT

10.1. General Conditions of the Agreement	Not applicable
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11. VALIDITY AND AMENDMENT OF THE AGREEMENT

11.1. Conclusion and entry into force of the Agreement	<p>This Agreement shall be deemed to have been concluded and shall enter into force on the date of its signing (on the date of the last Party's signature).</p> <p>The Agreement shall remain in force until the obligations have been fulfilled in full or the Agreement has been terminated.</p> <p>Upon termination of the Agreement, the provisions of the Agreement establishing the dispute resolution procedure and other provisions of the Agreement shall remain in force if these provisions remain in force after the termination of the Agreement.</p>
11.2. Extension of the validity of the Agreement	Not applicable

12. TERMINATION OF THE AGREEMENT

12.1. Grounds for termination of the Agreement	The Agreement may be terminated by written agreement between the Parties or unilaterally in accordance with the procedure set out in the General Conditions.
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<p>12.2. Material breaches of the Agreement</p>	<p>12.2.1. The Supplier is more than 30 working days late in providing the Buyer with the Services or part thereof that the Supplier has undertaken to perform;</p> <p>12.2.2. repeated (second time) use of unqualified employees and/or sub-suppliers, about whom the Supplier has not informed the Buyer as provided for in the Agreement, for the provision of Services;</p> <p>12.2.3. The Supplier is more than 3 business days late in fixing any issues with the Services;</p> <p>12.2.4. if, during the term of the Agreement, the Buyer informs and warns the Supplier in writing more than 3 (three) times about violations of the terms of the Agreement and technical specifications (Annex 1 to the Agreement) committed by the Supplier;</p> <p>12.2.5. if the amount of penalties calculated by the Buyer to the Supplier exceeds 20 percent of the value of the Initial Agreement;</p> <p>12.2.6. if the Supplier seeks to increase the rates under the Agreement (i.e., fails to perform the Agreement at the rates for the Services specified in the Agreement);</p> <p>12.2.7. The Supplier violates the confidentiality obligations set forth in the Agreement;</p> <p>12.2.8. The Agreement is executed by the person(s) not entitled to do so;</p> <p>12.2.9. other cases that meet the criteria of Article 6.217(2) of the Civil Code of the Republic of Lithuania.</p>
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13. ENVIRONMENTAL AND SOCIAL CRITERIA

<p>13.1. Environmental criteria related to the services to be purchased</p>	<p>Not applicable</p>
<p>13.2. Social criteria relating to the Services to be purchased</p>	<p>Not applicable</p>

14. AMENDMENTS AND ADDITIONS TO THE GENERAL CONDITIONS

<p>14.1. Amendments to the clauses of the General Conditions</p>	<p>The Parties agree to amend the specified clauses of the General Conditions of the Agreement and to reword them as follows:</p> <p>14.1.1. Clause 22.2.2.10 of the General Conditions of the Agreement shall be worded as follows: 22.2.2.10. The Supplier is late in submitting an extension of the Agreement performance guarantee for more than 30 (thirty)</p>
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	<p>business days from the end of the last Agreement performance guarantee validity period or refuses to submit it;</p> <p>14.1.2. Reword clause 25.2 of the General Conditions as follows: „25.2. If the Parties fail to resolve the dispute through negotiations, then any dispute, disagreement, or claim arising out of or in connection with this Agreement or its breach, termination, or invalidity shall be finally settled in a court of the Republic of Lithuania according to the location of the Buyer's registered office.</p>
14.2. Points supplementing the General Conditions	<p>The Parties agree to add the following clause to the General Conditions of the Agreement, without changing the numbering of the other clauses:</p> <p>14.2.1. Add a new clause 12.2.8 to the General Conditions: „12.2.8. The Supplier must indicate the number assigned to the Agreement by the Buyer on the invoice issued.”</p>
14.3. Deleted clauses of the General Conditions	
14.4. Amendments to the General Conditions regarding the intellectual property of the Services	
14.5.	<p>Alternative provisions specified in the General Conditions of the Agreement (with the note "if applicable" etc.) shall apply only if they are specifically described in the Special Conditions or annexes to the Agreement.</p>

15. ANNEXES TO THE AGREEMENT

15.1. Annex No. 1	Technical specification
15.2. Annex No. 2	Supplier's Offer

16. SIGNATURES OF THE PARTIES' REPRESENTATIVES

BUYER	SUPPLIER
Director Dovilė Aleksandravičienė	CEO's María Torvisco Bermejo and José Ángel Villar Gejo
(signature)	(signature)

TECHNICAL SPECIFICATION

1. DEFINITIONS AND ABBREVIATIONS			
<p>1.1. Buyer - VšĮ Go Vilnius</p> <p>1.2. Supplier – an economic entity – a natural person, private legal entity, public legal entity, other organizations and their divisions, or a group of such persons with whom the Buyer enters into an Agreement.</p> <p>1.3. Agreement - an agreement concluded between the Supplier and the Buyer in relation to the Procurement object.</p> <p>1.4. Procurement object – Campaign to promote tourism and increase demand for flights on travel booking and technology platforms (hereinafter - the Services).</p>			
2. PROCUREMENT OBJECT AND THE QUANTITIES			
2.1. The following Services are procured:			
No.	Name of the service	Preliminary quantity of the services	Name of the service unit of measure
1.	Development of advertising strategies and media plans	7	pcs.
2.	Implementation of the campaign in accordance with the agreed media plan	7	pcs.
3.	Preparation of interim reports and data on passenger numbers	7	pcs.
4.	Preparation of the final campaign report	7	pcs.
5.	Other services not listed above*	Amount of additional services from third parties 15% of the maximum quantity of Services EUR 105,000 excluding VAT	EUR 105,000 excluding VAT
<p>2.2. A travel technology and booking platform is a digital system or website that allows you to cover a variety of functions for both individual travellers and business customers. Such platforms use advanced technologies that can effectively reach the target audience and influence their decision to travel to a specific destination.</p> <p>2.3. Services will be purchased as needed, applying the rate specified in the Supplier's proposal. The Buyer anticipates, but does not undertake, to purchase services during the term of the Agreement for an amount not exceeding EUR 847,000.00, including all taxes. This maximum amount (volume) includes all taxes paid by the Supplier and all costs incurred by the Supplier in connection with the performance of the Agreement, as well as the amount of additional services from third parties (preliminarily EUR 105,000 excluding VAT).</p> <p>2.4. The preliminary number of campaigns to be ordered is 7.</p> <p>2.5. * Additional services may be purchased solely for the purpose of implementing tourism promotion and flight demand increase campaigns, e.g., acquisition of unforeseen data, preparation of non-traditional content formats when it was not possible to predict the need in advance, testing of ideas, etc. The necessity of these expenses must be justified and agreed upon with the Buyer. At the Buyer's request, the Supplier shall be obliged to provide at least 3 estimates from third-party suppliers within 5 working days. Additional services will be paid for at prices that do not exceed market rates. The Supplier's profit cannot be included in the actual costs incurred. The Buyer has the right to request the services of another provider offering a lower price for the service.</p>			
3. DESCRIPTION OF THE PROCUREMENT OBJECT			

3.1. Procurement object.

3.1.1. We purchase tourism promotion campaign services on travel booking and technology platforms that implement advertising display packages, i.e., automated digital advertising, where banner or video ad formats are purchased through real-time bidding (RTB) using special technology platforms. This is automated, multi-channel advertising based on user behaviour, location, and other data, allowing for the most effective targeting of ads based on behaviour, the use of repeat ads, and the tracking of users. The platform must have tools that can identify how many users who saw the advertisement came to Vilnius (e.g., geolocation, geofencing).

3.1.2. The campaigns are organised with a view to implementing the Vilnius City Competitiveness and Attractiveness Programme to promote international communication, which aims to create a favourable economic environment for business and investment, effectively utilize the city's tourism potential, and increase the city's visibility in an international context. The main purpose of using the Services is to increase demand for flights through marketing measures and, at the same time, attract tourists to Vilnius.

3.1.3. Planned campaigns are targeted at destinations (countries, cities) that must meet the following criteria: 1) a list of routes that are important for Lithuanian business and inbound tourism, for which flight promotion measures may be implemented to ensure targeted accessibility, approved by the Ministry of Transport and Communications and the Ministry of Economy and Innovation of the Republic of Lithuania; 2) the target tourism markets (countries) of the public institution Go Vilnius, i.e. Germany, Poland, United Kingdom, Netherlands with the possibility of adding an additional market in 2026.

3.1.4. Digital travel booking and technology platform-managed channels and tools must be used to implement the campaigns.

3.2. Development of advertising strategies and media plans.

3.2.1. The Supplier shall prepare a strategy for advertising campaigns in the target market, focused on a specific city or region specified by the Buyer, or several cities, and shall coordinate it with the Buyer.

3.2.2. When developing an advertising strategy, specify:

- 1) campaign objectives related to increasing interest in flights to Vilnius and potential passenger growth (desired campaign impact),
- 2) target audience,
- 3) key message and proposed positioning,
- 4) selection of key channels and rationale.

3.2.3. The strategy must be well-founded, well-argued, and cover digital and other advertising channels.

3.2.4. The Supplier must draw up a detailed media plan for the campaign with detailed indicators and submit a budget. Minimum indicators that the Supplier undertakes to achieve during a single campaign: ad impressions – 4 million, clicks – 15,000.

3.2.5. The media plan must include the main targets:

- 1) digital advertising reach and visibility indicators (ad impressions, number of unique users reached, frequency),
- 2) engagement metrics (clicks, click-through rate (CTR), engagement rate),
- 3) price indicators (price per click, price per expected number of impressions),
- 4) the number of tourists who arrived thanks to the campaign,
- 5) indicators for other measures proposed in the media plan, if such measures are proposed.

3.2.6. The media plan must present the planned impact of the campaign on attracting tourists:

- 1) the number of searches for trips to Vilnius and a comparison with the previous period,
- 2) planned number of trips purchased and tourists,
- 3) planned economic benefit to the city (in Euro),
- 4) return on investment (ROI) indicator, specifying the proposed investment and return per tourist attracted.

3.2.7. The media plan must include a list of the necessary materials:
1) Video formats (e.g., MP4, MOV), duration (in seconds), aspect ratio (e.g., 16:9, 9:16), maximum size (MB), codec, etc.

2) Banner ad formats (e.g., JPEG, PNG, HTML5), sizes (e.g., 300x250, 728x90, 160x600, 1080x1920, etc.),

3) Structure of text advertisements or content entries (copy) – character limits, style, etc.

4) other possible material.

3.2.8. The media plan must be adjusted at the request of the Customer, and the final version must be agreed upon with the Customer.

3.2.9. The Supplier is fully responsible for the preparation of a high-quality strategy and media plan, ensuring that they meet the Buyer's objectives and quality requirements. The strategy and media plan must be based on data, market analysis, and clearly defined communication goals and indicators (KPIs).

3.2.10. The preliminary duration of a single campaign is 3 months. The duration can be adjusted as needed.

3.3. Implementation of the campaign in accordance with the agreed media plan:

3.3.1. The Supplier must implement the approved media plan using advertising channels agreed in advance with the Buyer, in accordance with the established deadlines and campaign duration. Any deviations from the plan are only possible with the prior written consent of the Buyer.

3.3.2. The Buyer shall provide the Supplier with all necessary materials for the campaign: photos, texts, video materials, and other content required by the Supplier.

3.3.3. The campaign content package includes static and animated advertising banners, videos and their distribution in various sizes and formats, as well as text and other material necessary to implement the proposed media plan.

3.3.4. The set of campaign content tools or parts of the set may be changed once during the campaign if the need arises, the information changes, or the Buyer informs of a necessity.

3.3.5. At least once a month, the Supplier has to let the Buyer's rep know how the campaign is going and email recommendations for improvements if the campaign's interim results don't match the media plan.

3.3.6. Implement campaign optimizations agreed with the Buyer in cases where campaign results are lower than planned, or propose and implement additional measures at your own expense to achieve the set goals, e.g., propose a longer advertising period.

3.4. Preparation of interim reports and data on passenger numbers:

3.4.1. Submit an interim campaign report halfway through the planned campaign.

3.4.2. Submit the following:

1) digital advertising reach and visibility indicators (ad impressions, number of unique users reached, frequency),

2) engagement metrics (clicks, click-through rate (CTR), engagement percentage, etc.)

3) price indicators (price per click, price per expected number of impressions),

4) the number of tourists who came because of the campaign,

5) indicators for other measures proposed in the media plan, if such measures are proposed.

3.5. Preparation of the final campaign report:

3.5.1. Submit a detailed report on the entire campaign within 30 calendar days after the end of the campaign.

3.5.2. Within 30 calendar days after the end of the campaign, submit the indicators specified in clause 3.4.2 and the following: the number of searches for trips to Vilnius during and after the campaign and a comparison with the previous period, the number of trips purchased and tourists, economic benefits to the city (in euros), as well as the return on investment (ROI) indicator, specifying the investment and return per tourist attracted.

3.5.3. In order to monitor the long-term impact of the campaign, the Supplier will be asked to provide additional tourist statistics and breakdowns for the 3 months following the campaign period, in accordance with point 3.5.2.

4. PLACE OF PERFORMANCE OF THE SERVICES

4.1. Gynėjų str. 16, Vilnius (remote presentation and discussion).

5. PROCEDURES AND DEADLINES FOR THE PERFORMANCE OF THE SERVICES

5.1. Upon receiving an order, the Supplier must respond within 24 business hours and confirm receipt of the request.

5.2. The Buyer shall submit the order to the Supplier by e-mail, specifying the following information: markets and cities targeted by the campaign, preliminary start and end dates of the campaign.

5.3. The Supplier must prepare a campaign strategy for each market separately within 10 working days from the date of receipt of the order confirmation.

5.4. The Supplier must draw up a media plan within 10 working days of the strategy being approved. A period of 10 working days from the date of the initial proposal is allocated for correction and approval. By agreement between the Supplier and the Buyer, the deadline may be extended by up to 5 days by email.

5.5. The estimate for services and more detailed terms shall be agreed with the Buyer prior to the performance of services. Terms may be extended in agreement with the Buyer or at the Buyer's initiative in order to find the best solutions (e.g., the most appropriate time to show advertisements to tourists or plan a trip).

5.6. After agreeing on the media plan, the Buyer shall provide the Supplier with all the necessary materials for the campaign.

5.7. The Supplier, in agreement with the Buyer, shall have the right to engage third parties to provide services. The Service fees must include all taxes and other costs incurred by the Supplier in connection with the provision of the Services. The Supplier must submit third-party documents supporting the expenses together with the invoice. Costs relating to other activities of the Supplier or to the Supplier's activities under other orders shall be borne by the Supplier.

5.8. The Supplier shall be responsible for the quality of the Services specified in the Buyer's order in accordance with the agreed deadlines.

5.9. The Supplier must coordinate all service performance solutions with the Buyer and correct any defects caused by its fault at its own expense within 3 days. Services performed by the Supplier on its own initiative, without coordination with the Buyer, shall not be considered part of the agreement and shall not be paid for.

5.10. The Supplier shall submit a VAT invoice for the Services provided and accepted during the previous month by the 6th day of the month. Each Service must be listed on a separate line. The Supplier will also be required to submit third-party documents supporting the expenses together with the invoice. Costs relating to other activities of the Supplier or to the Supplier's activities under other orders shall be borne by the Supplier.

5.11. The Buyer must pay the invoice within 30 calendar days.

6. ADVANCE PAYMENT

6.1. No advance payment will be made; payment may be made for part of the services provided in accordance with the services specified in clause 2.

7. CONTEXT OF THE COMPETITION TASK

7.1. VšĮ Go Vilnius works with target tourism markets: Poland, the United Kingdom, the Netherlands, Germany, and the list may expand in the future. The main objective is to attract tourists from these markets.

7.2. One of the strategic goals of VšĮ Go Vilnius is to increase demand for flights from airports that are strategically important for tourism and business in order to achieve the highest possible flight occupancy rates and, at the same time, a growing number of tourists in Vilnius.

8. TENDER TASK

8.1. **The task is to prepare a detailed advertising campaign strategy for the travel booking and technology platform** (in accordance with clause 3.2 of the technical specifications) **and a media plan** (in accordance with clause 3.3 of the technical specifications) for the London-Vilnius route.

8.2. Target audience – residents of London and the surrounding region, British citizens, people aged 20-50 with average and higher incomes, looking for convenient transport options, who more often use traditional (not low-cost) airlines, enjoy traveling, and are interested in weekend trips.

8.3. The campaign will last for three months (either September–November or February–April), with an indicative budget of €60,000–90,000, including all taxes and expenses.

8.4. The advertising strategy and media plan are based on the assumption that there are at least five direct flights to Vilnius per week, and the campaign aims to increase awareness of direct flights from London to Vilnius, encourage people to consider travelling to Vilnius, and purchase airline tickets to Vilnius.

8.5. The media plan must include the measures and budget broken down across all proposed advertising channels and a 3-month period.

8.6. **Set campaign success metrics**, such as the number of audiences reached through advertising channels, the number of clicks, the number of video views (if video is used), the number of conversions, number of flight searches, as well as indicate the planned impact of the campaign on the growth of demand for flights to Vilnius and the purchase of airline tickets during the campaign and 3 months after the campaign.

8.7. The campaign strategy and media plan are considered preliminary assessments, and their implementation is mandatory for both parties, except for those areas that the evaluation committee indicates as needing correction in its protocol.

9. ENVIRONMENTAL PROTECTION REQUIREMENT

9.1. The services are provided in accordance with sub-clause 4.4.3 of the description of the procedure for the application of environmental criteria in green procurement.¹

9.2. Electronic invoices conforming to the European Standard for Electronic Invoices shall be provided by means chosen by the Service provider. Electronic invoices that do not comply with the European Standard for Electronic Invoicing must be submitted using the SABIS tools. In the event of technical failures in the SABIS system and in the absence of the possibility to submit the accounts via SABIS, the accounts are submitted by email info@govilnius.lt.

¹ Order of the Minister of the Environment of the Republic of Lithuania No. D1-508 of 28 June 2011 “On the Approval of the List of Products for the Public Procurement and Procurement for which Environmental Criteria are to be Applied, Environmental Criteria and the Description of the Procedures for the Application of Environmental Criteria to be Applied by Contracting Organisations and Contracting Entities in the Procurement of Goods, Services and Works”.

(Participant's Motto Code Form)
PARTICIPANT'S MOTTO CODE
 (submitted in a second envelope)

**TOURISM PROMOTION CAMPAIGN SERVICES ON TRAVEL BOOKING
 PLATFORMS FOR AN OPEN PROJECT TENDER**

13/10/2025

(Date)

Participant's motto	SMARTTG1723
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Details of the participant:

Name(s) and legal entity code(s) of the participant (of each partner in the supplier group), or the number of the natural person's business certificate or similar.	IRISMEDIA AGENCIA DE MEDIOS S.L. CIF: B84584705
Country(ies) and address(es) of registration of the participant (each partner in the supplier group) and, in the case of a natural person, country of residence, address and nationality(ies)	15, Albasanz St Building A Third Floor, 28037, Madrid, Spain.
Does the participant (each partner in the supplier group) have controlling person(s) ¹ ? (to be specified separately for each partner in the supplier group)	[name] x Yes <input type="checkbox"/> No [justification]
<i>If no, justification (e.g. no person of the participant (legal entity) owns, directly or indirectly, or together with related persons, more than 50 % of the shares, stocks, interests, contributions and/or votes in the meeting of</i>	[name] <input type="checkbox"/> Yes <input type="checkbox"/> No [justification]

¹ Controlling person shall be understood as defined in Article 2(15¹) of the Law on Public Procurement: **Controlling person** - the owner of a sole proprietorship or a legal or natural person who owns another legal entity:

- 1) directly or indirectly owns more than 50 per cent of the shares, stocks, interests, contributions and/or votes at a meeting of participants of the legal person; or
- 2) together with related persons, owns more than 50 per cent of the shares, stocks, interests, contributions and/or votes in the meeting of participants of the legal person, and whose share of the shares, stocks, interests, contributions and/or votes in the meeting of participants of the legal person is not less than 10 per cent. **A related person is:**
 - a) in the case of legal persons - persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Reporting by Groups of Undertakings of the Republic of Lithuania or persons whose annual financial statements must be consolidated in accordance with the legislation of other countries implementing the requirements laid down in Directive 2013/34/EU;
 - b) in the case of natural persons, spouses, parents and their children (adopted children)."

participants of the legal entity (participant company))	
Name(s) of the person(s) controlling the participant (each partner in the supplier group) (in case the controlling person(s) is/are legal person(s)) or name, surname (if the controlling person is a natural person) ²	
Country(ies) of registration of the controlling person(s) of the participant (of each partner in the supplier group) (in case the controlling person is a legal person) or country of residence, nationality(ies) (in case the controlling person is a natural person) country of permanent residence, nationality (if the controlling person is a natural person)	Spain
Person authorised by the participant (partners in the group of suppliers) to sign the proposal	[Redacted] García Catalá
Authorised person empowered by the participant (partners in the group of suppliers) to communicate on the submitted proposal	[Redacted]
Name(s) of the manager(s) of the participant (each partner in the supplier group)	Jose Angel [Redacted]
Name and surname of the person(s) authorised to draw up and sign the financial documents ³ of the participant (each partner in the supplier group)	J [Redacted] and O [Redacted]
Names of members of the management (supervisory board), supervisory body (board) of the participant (each partner of the supplier group) or other persons who have the right to represent or control the participant (each partner of the supplier group), to take a decision on its behalf, to enter into a transaction ¹¹	[Redacted] and Cesar Garcia

The known sub-suppliers that will be used for the performance of the procurement agreement and whose capabilities are not relied upon for the purpose of demonstrating compliance with the qualification:

Name of the sub-supplier, legal entity code, business certificate number of a natural person, etc.			
Country of registration and, in the case of a natural person, country of residence, address and nationality(ies) of the sub-supplier			
Name(s) of the person(s) controlling the sub-supplier. In the absence of a controlling person, justification shall be given here			

² The supplier must identify all controlling persons.

³ Indicate the reason if there is no such person(s).

Country(ies) of registration or country(ies) of residence and nationality of the person(s) controlling the sub-supplier			
Contractual obligations to be transferred to the sub-supplier as a percentage of the proposal price or amount (EUR including VAT)			

Other economic operators whose capacities are relied on to demonstrate compliance with the qualification:

Status of the economic operator to be used: sub-supplier; entity to be used for financial and economic capacity; entity to be used for technical capacity; quasi sub-supplier			
Name of the economic operator, legal entity code, business certificate number of the natural person, etc.			
Country of registration of the economic operator and, in the case of a natural person, country of residence, address and nationality(ies)			
Name or name and surname of the person(s) controlling the economic operator. In the absence of a controlling person, justification shall be given here			
Country(ies) of registration or country(ies) of residence and nationality of the person(s) controlling the economic operator			
Contractual obligations to be transferred to the economic operator as a percentage of the proposal price or amount (EUR including VAT)			

The following documents shall be submitted together with the proposal:

Eil. No.	Titles of the Documents
1.	Annex 1 Price offer
2.	Technical Proposal
3.	Completed and signed ESPD.
4.	Annex 2
5.	Annex 7 and certifications
6.	Power of attorney

This proposal contains confidential information:

Eil. No.	Title of the document to be submitted	Confidential information⁴ (contained in the document (indicate the part of the document/page containing the confidential information))	Justification of the confidential information (explaining on what basis the document or part of the document is confidential)*
2.	Technical Proposal	Pages 8–14	Competitive analysis — includes the use of proprietary data sources, internal benchmarking and our analytical methodologies developed.
2.	Technical Proposal	Pages 18–21	Use of paid market intelligence tools and agency-exclusive insights obtained under commercial license agreements for our target analysis.
2.	Technical Proposal	Page 22	Confidential information from our technological partner combined with internal strategic insights.
2.	Technical Proposal	Pages 24–25	Strategic concept and proposed campaign messaging — contains original creative ideas not yet disclosed publicly
2.	Technical Proposal	Pages 27–31	Strategic methodology for qualified audience impact, including confidential partner data and Dynamic Creative Optimisation (DCO) processes.
2.	Technical Proposal	Pages 32–36	Media selection rationale — includes proprietary media evaluation frameworks and negotiated conditions with suppliers
2.	Technical Proposal	Pages 37–40	Proprietary methodology and research on seasonality validation, combining public and private data sources under commercial licence
2.	Technical Proposal	Page 41	Campaign scheduling and media allocation strategy

⁴ Complete if confidential information will be provided. If the participant does not complete this table and/or does not indicate "confidential" in the title of the file (case), the contracting authority shall consider that the proposal submitted by the participant does not contain confidential information.

			directly linked to performance KPIs
2.	Technical Proposal	Page 42	Internal crisis-management protocol — operational procedures developed.
2.	Technical Proposal	Pages 44–45	Pre-evaluation of the media plan and campaign efficiency estimation model based on internal algorithms.
2.	Technical Proposal	Pages 46–49	Detailed explanation of footfall tracking methodology, including confidential information from our technological partner and data-processing logic
2.	Technical Proposal	Pages 50–51	Example of tracking report containing confidential data and proprietary formats from our travel technology partner.

* Note. Complete if confidential information will be provided. If the participant does not complete this table and/or does not indicate “confidential” in the title of the file (file), the contracting authority shall consider that the tender submitted by the tenderer does not contain confidential information.

We declare that neither at the time of submission of the proposal nor during the performance of the procurement agreement, the participant (each partner of a group of suppliers), the persons engaged by the participant (sub-suppliers, economic operators whose capacities are relied upon), the goods offered by the participant (including their components, packaging), the producers of these goods, the services and the entities providing these services as well as the controlling persons of the participant and of any of the aforementioned entities, do not pose or will pose a threat to the national security within the meaning of Article 45 (2¹) of the Law on Public Procurement.

We declare that the participant (each partner in the group of suppliers), the sub-supplier (in cases where its share of the value of the procurement agreement is greater than 10 %) and the other economic operator whose capacities are relied upon (in cases where its share of the value of the procurement agreement is greater than 10 %) are not:

- a) a Russian citizen, natural or legal person, entity or body established in Russia;
- b) a legal person, entity or body in which more than 50 % of the ownership rights are held, directly or indirectly, by an entity referred to in point a;
- c) a natural or legal person, entity or body acting on behalf of, or at the direction of, an entity referred to in point a or b.

If the qualifications for the right to pursue the activity in question have not been verified or have not been verified in full, we undertake to the contracting authority that the procurement agreement will be performed only by persons who are qualified to do so.

The tender is valid until the expiry of the time limit specified in the procurement documents.

The participant certifies that the data and information provided in the project (proposal) are accurate and correct.

Firmado por ***8598**
JOSE ANGEL VILLAR (R:
****8470*) el día
13/10/2025 con un
certificado emitido

*Head of the participant or his/her
authorised representative
name and surname*

José Ángel Villar Gejo

Firmado por
***5076** CESAR
GARCIA (R:
****8470*) el día
13/10/2025 con un
certificado

César García Catalá

PRICE OFFER

**TOURIMS PROMOTION CAMPAIGN SERVICES ON TRAVEL BOOKING PLATFORMS OPEN
PROJECT TENDER**

13 October 2025

(Date)

MOTTO
SMARTTG1723

We confirm that we accept all the terms of the procurement documents and offer to provide the following services:

Eil. No.	Name of the service	Name of the service measure	Preliminary quantity of the services	Price per unit excluding VAT, Eur	Preliminary price excluding VAT, Eur VAT, in EUR
1.	Development of advertising strategies and media plans	pcs.	7	400.00	2,800.00
2.	Implementation of the campaign in accordance	pcs.	7	39,706.00	277,942.00
3.	Preparation of interim reports and data on passenger numbers	pcs.	7	1,296.00	9,072.00
4.	Preparation of the final campaign report	pcs.	7	100.00	700.00
5.	Other services not listed above*		Amount of additional services from third parties 15% of the maximum quantity of Services EUR 105,000 excluding VAT	105,000.00	105,000.00
Preliminary proposal price excluding VAT:					395,514.00
21% VAT (specify the VAT rate applied by the supplier):					83,057.94
Preliminary proposal price including VAT (for comparison purposes)**:					478,571.94

** Additional services may be purchased solely for the purpose of implementing tourism promotion and flight demand increase campaigns, e.g., acquisition of unforeseen data, preparation of non-traditional content formats when it was not possible to predict the need in advance, testing of ideas, etc. The need for these expenses must be justified and agreed with the contracting authority. At the request of the contracting authority, the supplier shall be required to submit at least three estimates from third-party suppliers within five working days. Additional services will be paid for at prices that do not exceed market rates. The supplier's profit cannot be included in the costs actually incurred.*

*** The maximum price acceptable to the contracting authority is EUR 847,000.00, including all taxes. A project proposal with a higher price will be rejected as not meeting the requirements set out in the procurement documents.*

The proposed price shall include all taxes payable by the supplier and all costs incurred by the supplier in connection with the performance of the procurement agreement.

The following documents shall be submitted together with the proposal:

No.	Titles of the Documents
1.	Tasks completed in accordance with the task information provided in Annex 6 to the Tender

Notes:

- the total value of the services to be provided by the supplier, the partners in the group of suppliers and the sub-suppliers must be included in the total price of the proposal in EUR including VAT:
- in cases where VAT is not payable by the supplier in accordance with the legislation in force, the supplier shall quote prices exclusive of VAT, shall not complete the relevant column and shall state the reasons for not paying VAT.

The services offered fully meet the requirements set out in the tender conditions.

The proposal is valid until the expiry of the time limit specified in the tender conditions.