

№ 1 „Go Vilnius“  
sutartis nr. S-58/1  
2019 02 07

**AGREEMENT FOR THE PROVISION  
OF  
COMMUNICATION PROJECT MANAGEMENT SERVICES**

**Between**

**Black Unicorn PR**  
4 Silvertown Way, E16 1ED, London, United Kingdom  
(‘The Representative’)

**And**

**GO VILNIUS**  
Gynėjų g. 14, Vilnius 01109, Lithuania  
(‘The Client’)

**I. APPOINTMENT**

- 1.1 The Client appoints the Representative, subject to the terms and conditions of this Agreement, as its PR representative in targeted markets United Kingdom, Germany, Scandinavia (“Territory”) before and during the event of MIPIM (“Event”).
- 1.2 The Representative shall conduct and manage The Client’s public relations affairs on behalf of The Client in the Territory.
- 1.3 (a) The Representative is not authorized to, and shall not, contractually or otherwise, bind The Client or collect receivables on behalf of The Client, except as authorised by this Agreement or as otherwise directed by The Client.
- (b) The Client is not authorized to, and shall not, contractually or otherwise, bind the Representative, or collect receivables on behalf of the Representative.
- 1.4 The Representative shall at all times present a professional and positive image.

**2. OBLIGATIONS OF THE REPRESENTATIVE**

- 2.1 The Representative shall carry out its obligations in accordance with the terms of this Agreement and as The Client may reasonably direct from time to time.
- 2.2 In carrying out its obligations under this Agreement, the Representative must:
- (a) implement the proposal;
  - (b) provide the services;
  - (c) meet the standards and other performance indicators; and
  - (d) otherwise implement, comply with or fulfil (as the case may be) the obligations and targets, referred to in Schedule 1 – The Proposal for Project Services.

in accordance with the budget and other operational parameters approved by The Client.

### 3. STAFF

- 3.1 The employees of the Representative will work on fulfilling the Representative's obligations under this Agreement.

### 4. FEE

- 4.1 In return for the Project Services delivered, the Representative shall receive a project fee from The Client of **five thousand five hundred euros (5500.00 EUR)**, to be paid in 2 equal instalments: first one paid in advance within 5 working days after signing the Agreement, second instalment will be paid after the conclusion of the activity. All the payments will be made within 5 working days following receipt of invoices from the Representative.

- 4.2 Unless included in the budgets approved by The Client or otherwise agreed in writing, all expenses incurred by the Representative in carrying out its obligations under this Agreement shall be borne by the Representative.

All expenses included within the budget or otherwise agreed in writing by The Client are agreed to be paid by The Client following receipt of an invoice(s) setting out the nature and amount of the expense.

### 5. TERM OF AGREEMENT

- 5.1 Subject to clause 11, the term of this Agreement is for a fixed period ending on 31<sup>st</sup> of March, 2019.

### 6 LIABILITY OF THE PARTIES

- 6.1 The Parties hereby undertake:

- 6.1.1 To duly execute their obligations under this Agreement and to abstain from any actions that may harm the other Party.

- 6.1.2 If the Representative fails to execute the obligations during the term of the Agreement, it shall pay, at the Client's request, the fine in the amount of 0.05% of the price for each day the services are not provided.

- 6.1.3 If the Client fails to remit the payment in time as provided in Clause 4 of the Agreement or provide the Representative with the creatives on time indicated on the specifications, it shall pay, at the Representative's request, the fine in the amount of 0.05% of the outstanding amount for each delayed day.

- 6.1.4 The payment of the fine shall not exempt the Parties from the obligation to execute their obligations under this Agreement.

- 6.2 The Parties shall not be liable for the failure to execute or improper execution of obligations assumed under this Agreement, if they prove that such contractual obligations were not executed or were improperly executed due to *force majeure* circumstances. The presence of *force majeure* circumstances shall be established following the procedure prescribed by laws and regulations of the Republic of Lithuania. A party must inform about *force majeure* circumstances immediately, however not later than within 5 (five) days from the manifestation of such circumstances, otherwise the party shall be liable for the failure to execute contractual obligations.

### 7. INDEPENDENT CONTRACTORS

The parties are and shall act as independent contractors, and neither party shall be responsible or held liable for the other party's performance or failure to perform its obligations vis-à-vis third parties. In particular, the Representative shall not be responsible for the failure of The Client to perform its services as contracted, or stated in any printed form.

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## **8. INDEMNITY**

- 8.1 The Representative agrees to indemnify, defend and hold harmless The Client, its subsidiaries and affiliates, their respective agent, officers, directors, servants and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of the Representative, its agents, servants, employees, subcontractors, or any person directly or indirectly employed by them, or any of them, while engaged in any activity associated with this Agreement.
- 8.2 The Client agrees to indemnify, defend and hold harmless the Representative, its agents, officers, directors, servants and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of The Client, its agents, servants, employees, subcontractors, or any person directly or indirectly employed by them, or any of them, while engaged in any activity associated with this Agreement.

## **9. INTELLECTUAL PROPERTY**

- 9.1 The Representative agrees that the intellectual property in any plans, concepts, strategies, business processes, brochures, advertising material or other material provided to the Representative by The Client under this Agreement ("Existing Intellectual Property") remains the property of The Client.
- 9.2 The Client authorises the Representative to use the Existing Intellectual Property only as provided in this Agreement, or as otherwise directed by The Client, for the term of the Agreement.
- 9.3 The Client shall own the intellectual property in any plans, concepts, strategies, business processes, brochures, advertising material or other material created by the Representative in the course of performing its obligations under this Agreement ("New Intellectual Property").
- 9.4 The Representative shall do all things necessary to assign the New Intellectual Property to The Client.
- 9.5 The Client owns and reserves all rights over all trade marks owned by it, whether registered or not, anywhere in the world ("Trade Marks"). The Representative will only use the Trade Marks with the prior written approval of The Client, and in accordance with any conditions imposed by The Client on such use.

## **10. SPECIFIC AGREEMENTS**

- 10.1 By executing this Agreement The Client consents to the Representative acting for all existing clients of the Representative.
- 10.2 The Representative reserves the right to offer its services to other development agencies, subject to the prior approval of The Client, said approval not to be unreasonably withheld.

## **11. CONFIDENTIAL INFORMATION**

- 11.1 The Client and the Representative shall at all times during the term and after termination of the Agreement hold all information obtained in connection with this Agreement in confidence and will not at any time, either directly or indirectly, disclose any such information or make such information known to any person, organization, firm or corporation, except:
- (a) where such information is required to be submitted or disclosed by the legal rules of the Republic of Lithuania including but not limited to Law on Public Procurement

of the Republic of Lithuania to any regulatory or judicial body having jurisdiction;  
and

- (b) to the disclosing party's attorneys or accountants, provided, however, that the disclosing party will ensure that the attorneys and accountants shall hold such information in confidence.

11.2 The obligations in clause 10.1 do not apply to information which is in the public domain.

11.3 This Section 10 shall survive the termination or expiration of this Agreement.

## 12. TERMINATION

Any party may terminate this Agreement by giving immediate notice in writing to the other party on any of the following grounds:

- (a) Any step is taken (including without limitation, an application made, proceedings commenced, or resolution passed or proposed in a notice of meeting) for:
  - (i) the winding up, dissolution, or administration of the other party; or
  - (ii) the other party entering into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them;  
except for the purposes of a solvent reconstruction or amalgamation.
- (b) A receiver, receiver and manager, or other controller, administrator or similar officer is appointed with respect to or takes control of the other party or any of its assets and undertakings.
- (c) the other party becomes insolvent or suffers any event would restrict its business operations under the laws of its place of incorporation.

The Client may also terminate this Agreement by giving a notice to the Representative if any major public controversy arises in connection with the Representative or this Agreement which, in the reasonable opinion of The Client, reflects adversely and substantially on The Client.

## 12. FINAL PROVISIONS

- 12.1 In case a provision of this Agreement is or becomes invalid, the Agreement as a whole shall not be effected thereby. The invalid provision shall then be replaced by a valid provision the economic effect of which comes as close as possible to the effect of the invalid provision.
- 12.2 The parties hereto agree that this Agreement sets forth their entire understanding and supersedes any and all prior agreements or understanding with respect to the subject matter covered.
- 12.3 Any amendments to this Agreement shall be valid only if made in accordance with Art 89 of the Law on Public Procurement of the Republic of Lithuania, made in writing and signed by both parties.
- 12.4 Neither party shall have the right to assign this Agreement or any of its rights and privileges to any third party without the prior written consent of the other party.
- 12.5 The Representative shall establish and maintain in full force and effect, at the Representative's sole expense, appropriate liability and other insurance as would normally be maintained by a company operating a similar business.
- 12.6 The parties hereto agree that this agreement is unrelated to any prior agreements and shall always be considered independent.
- 12.7 The Representative's address may be used by The Client as the Representative's address for service in the United Kingdom.

12.8 With the exception of clause 12 also the exception of the confidentiality where it is required by the Lithuanian public procurement law, this Agreement is governed by the laws of England and Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that State.



## FIRST SUPPLEMENT TO THE CONTRACT

### The scope of services

Upon the agreement the Representative will deliver these services to the client:

- Writing of three press releases in English/German and adapt them to French. Angles of press releases to be discussed with the Client.  
The topics of the press releases are as follows:
  1. Vilnius is the largest proptech playground in the world
  2. Open data
  3. Implementation of successful proptech ideas in the city
- Compilation of relevant media contacts in the UK, Germany and Scandinavia.
- Media pitching.
- Handling media inquiries.
- Performing day to day PR activities prior and during the event to successfully execute agreed strategy withing agreed time frame.
- Deliver a post-project deck with the outcome, feedback and lessons learnt.

### Project timeline

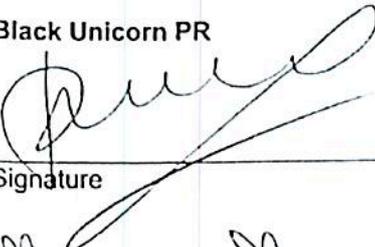
Date (might slightly vary)	Activity
11 <sup>th</sup> February	<del>Media pitching starts</del> ; media list preparation starts
18 <sup>th</sup> February 2019	Representative presents first drafts of the press releases to the Client
19 <sup>th</sup> February 2019	Client provides feedback
22 <sup>nd</sup> February	Final version of the press releases is agreed
8 <sup>th</sup> March	Representative gets the final versions of the press releases in English, German and French.
18 <sup>th</sup> March	Representative sends final report and feedback.

1. 2. 3.

Executed as an Agreement on this 4<sup>th</sup> day of February, 2019

Black Unicorn PR



Signature

JULIJA JEGOROVA

Print name

FOUNDER

Position

GO VILNIUS

Signature



Print name

Direktorė  
Inga Romanovskienė

Position