

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR THE PROVISION OF UTILITY SERVICES

1. Provision of Utility Services

1.1. The Supplier undertakes to provide the User with the Utility Services specified in the Special Terms and Conditions (hereinafter – the Special Terms and Conditions) of the Contract for the Provision of Utility Services (hereinafter – the Contract) (hereinafter, each service is called separately, but several services or all of them together – the Services) in accordance with the procedures of the General Terms and Conditions of the Contract for the Provision of Utility Services (hereinafter – the General Terms and Conditions).

1.2. For each of the Services specified in the Contract, the Parties shall sign a relevant annex (hereinafter referred to separately as an Annex for each Service, but several together as Annexes) to the Contract, which details the technical conditions for the provision of the Service and which is an integral part of the Contract. If a different date of commencement of the provision of the Service is specified in the Annex than the date of commencement of the provision of the Service specified in the General Terms and Conditions of the Contract, the date specified in the Annex shall be recognized as the date of commencement of the provision of the Service.

1.3. The Services provided for in the Contract shall be provided at the facility specified in the Annex (hereinafter – the Area). The description of the Services is given in the relevant Annex.

1.4. The Services provided, except for the Service of removal of household waste and transfer of hazardous and environmentally harmful waste (hereinafter – the Hazardous waste), shall be delivered to the User's Area.

1.5. When providing the electricity trading Service, it shall include the balancing service.

2. Settlement procedure

2.1. The User shall pay the Supplier for the Services specified in the Special Terms and Conditions of the Contract based on the Utility calculation procedure approved by the Supplier (hereinafter – the Calculation Procedure) specified in Section 4 of the General Terms and Conditions, the readings of one or more commercial accounting meters (hereinafter – the Meters) received by the User, tariffs approved by the Supplier, the tariffs approved by the public services regulator and/or the Terms and Conditions of the Contract, according to the Service consumption volumes and/or technical parameters specified in the Annexes to the Contract, which form integral parts of the Contract.

2.2. Within the framework of the Contract, invoices shall be drawn up electronically by the Supplier and shall be valid without a signature. The Supplier shall send invoices electronically to the User's e-mail address specified in the Contract for sending invoices. The invoice will be deemed to have been delivered to the User and the User has received the invoice on the date it is sent from the Supplier's email address: rekini@riga-airport.com to the User's email address specified in the Contract. In the event that the e-mail addresses specified in the Contract change, the relevant Party is obliged to notify the other Party in writing within 5 (five) working days, in such a case the relevant point of the Contract will be considered amended without a separate agreement of the Parties, starting with the signature of the person entitled to represent the relevant Party at the time of receiving the notification.

2.3. If the User has not received the Supplier's current invoice, the User is obliged to

notify the Supplier at the e-mail address: office@riga-airport.com and request the sending of the invoice. Failure to receive an invoice from the Supplier shall not release the User from the obligation to pay the fee agreed in the Contract and other payments in accordance with the procedures and deadlines specified in the Contract.

2.4. The parties agree to consider the fee specified in the Contract as paid on the day when the Supplier has received the amount specified in the invoice in the current account specified in the invoice.

2.5. If taxes and/or fees are introduced or increased/reduced during the validity of the Contract, the taxable object of which are the payments provided for in the Contract, then the fee, without additional agreement, is increased/decreased in proportion to the increase/decrease in taxes and/or fees. The User is obliged to pay the increased/reduced Service fee from the moment of entry into force of the relevant law or regulation.

2.6. The User shall pay the contractual penalties specified in the Contract, based on the invoices issued by the Supplier, in the amount specified in the relevant invoice and within a period that cannot be shorter than 10 (ten) calendar days from the date of sending the relevant invoice. The parties agree that conditions on preparation and sending of the invoice in electronic form of Cause 2.2 of these Terms and Conditions shall be applied to the invoices on contractual penalties.

2.7. The User shall pay the monthly fee for the Services, according to the Supplier's invoices, no later than by the end of the calendar month.

2.8. Monthly settlements for **the electricity trade and/or electricity distribution Service** (hereinafter both together are also called – the electricity supply Service) shall be made as follows:

2.8.1. if there are no electricity Meters installed in the Area, the User shall make payments for the electricity supply Service in accordance with the technical parameters of the electricity supply Services and the Calculation Procedure specified in the Annex to the Contract “Technical parameters of the Area”, which forms an integral part of the Contract.

2.8.2. if electricity Meters are installed in the Area and if they are available to the User, the User shall notify the Supplier in writing of the Meter readings for the previous month to the Supplier's e-mail address: komunalie@riga-airport.com no later than by the 3rd (third) day of the current month.

2.8.3. if electricity meters are installed in the Area, but they are not available to the User, their readings are read by the Supplier.

The fact of installation of electricity Meters is recorded by adding to the Contract: (a) the act of determining the boundaries of power grid ownership (Annex "Act of boundaries of power grid ownership", which is an integral part of the Contract); (b) Act on the installation-replacement of meters (Annex "Act on Installation/Replacement of Electricity Meter", which forms an integral part of the Contract);

2.8.3. if the provisions of Clause 3.6 of these Terms and Conditions are followed and if the User has delegated to an electricity merchant, other than the Supplier, to make payments for the electricity distribution Service provided by the system operator (the Supplier) (i.e. for system service, auxiliary services and mandatory procurement components), the payment for the electricity distribution Service shall be made instead of the User by the electricity merchant chosen by the User. If the electricity merchant chosen by the User delays the payment of fees for electricity distribution Services, the Supplier has the right to demand payment of the fees from the User in accordance with the procedures specified in the laws and regulations, but if the User does not make the late fee payments, which are

calculated, in accordance with the terms of this Contract, within the period specified in the invoice issued by the Supplier – terminate the provision of the electricity distribution Service to the User in accordance with the procedures specified in the Contract.

2.9. Monthly payments for **the water supply and wastewater service** shall be made as follows:

2.9.1. If there are no water meters installed in the Area, the User shall make payments for the water supply and wastewater service in accordance with the technical parameters of the water supply and wastewater service and the Calculation Procedure specified in the Annex to the Contract "Technical parameters of the Area".

2.9.2 If water meters are installed in the Area and they are available to the User, the User shall notify the Supplier in writing of the Meter readings for the previous month to the Supplier's e-mail address: komunalie@riga-airport.com no later than by the 3rd (third) day of the current month.

2.9.3. If water meters are installed in the Area, but they are not available to the User, their readings are read by the Supplier. The fact of installation of water Meters is recorded by attaching the act on the installation/replacement of water Meters to the Contract (Annex "Act on the Installation/Replacement of Water Meters", which is an integral part of the Contract).

2.9.4. The amount of the User's monthly sewage disposal Service is determined as the sum of the consumption of all water meters installed in the Area in the relevant month.

2.10. Monthly payments **for the heat energy supply Service** shall be made as follows:

2.10.1. If heat energy Meters are not installed in the Area, the User shall make payments for the heat energy supply Service in accordance with the technical parameters of the heat energy Service and the Calculation procedure specified in the Annex to the Contract "Technical parameters of the Area".

2.10.2. If heat energy Meters are installed in the Area and they are available to the User, the User shall notify the Supplier in writing of the Meter readings for the previous month to the Supplier's e-mail address komunalie@riga-airport.com no later than by the 3rd (third) day of the current month.

2.10.3. If heat energy Meters are installed in the Area, but they are not available to the User, their readings shall be read by the Supplier. The fact of installation of heat energy Meters is recorded by attaching the act on the installation/replacement of heat energy Meters to the Contract (Annex "Act on the Installation/Replacement of Heat Energy Meter", which is an integral part of the Contract).

2.11. **Household waste removal Service** shall be provided in accordance with Annex "Domestic waste removal procedure" attached to the Contract, which forms an integral part of the Contract. The fee for the transfer of household waste shall be paid by the User once a month for the Services received in the previous month, in accordance with the Supplier's invoices issued on the basis of the Annex to the Contract referred to in this Paragraph.

2.12. **The transfer of hazardous waste** shall take place in the Supplier's temporary waste storage hangar, in accordance with the Annex to the Contract "Parameters for the transfer of hazardous or environmentally harmful waste", which forms an integral part of the Contract. The fee for the transfer of hazardous waste shall be paid by the User once a month for the Services received in the previous month, in accordance with the Supplier's invoices issued on the basis of the delivery – acceptance certificate of hazardous waste approved in accordance with the procedures specified in the Contract.

2.13. The Supplier may unilaterally amend the Service tariffs and the Calculation Procedure, without a separate agreement to the Contract, by amending the fee for the relevant Service, by sending a notification to the User 30 (thirty) calendar days in advance electronically to the User's e-mail address specified in the Contract. If for the Supplier, as a public service provider, the public service regulatory authority (regulator) has amended the service tariffs or another service provider from which the Supplier receives the corresponding Service, changes the delivery tariffs, or the tariffs have been amended on the basis of the laws and regulations of the Republic of Latvia, then the Supplier can unilaterally amend the Service tariffs with the moment specified in the laws and regulations or notice without a separate agreement to the Contract, notifying the User thereof.

2.14. Without limiting provisions of Clause 9.8 of these Terms and Conditions, if the User does not agree to the changes in the Service tariffs or the Calculation Procedure, the User may unilaterally terminate the Contract within 15 (fifteen) calendar days after receiving the appropriate notice from the Supplier. In such a case, the User undertakes to pay in full for the received Services within 15 (fifteen) calendar days from the moment of termination of the Contract.

2.15. If the User delays the payment of the current fee, the Supplier has the right to stop providing the Services to the User by notifying the User in writing 10 (ten) calendar days in advance. The Supplier shall resume the provision of Services after the User has paid the fee in full and paid the calculated contractual penalty. If during the term of the Contract the User delays the payment of the fee more than 3 (three) times, in each individual case the delay reaches at least 7 days, the Supplier has the right to unilaterally terminate the Contract activity.

3. Obligations and rights of the parties

3.1. In addition to the specific obligations of the User specified in the relevant Annex, which are applicable to each specific Service, **the User shall undertake:**

3.1.1. to make timely and in full amount the payments provided for in the Contract in accordance with the Terms and Conditions of the Contract;

3.1.2. to ensure unhindered immediate access of the Supplier's representatives to the Meters, the Supplier's equipment and/or engineering networks on the Area;

3.1.3. not to create or allow a decrease in the quality of the provided Services through its activity, which interferes with the normal operation of other users or the Supplier's equipment and/or engineering networks;

3.1.4. to observe the Terms and Conditions of safety equipment and the Terms and Conditions of safe operation of devices.

3.2. **The User:**

3.2.1. shall be responsible for the correct reading of Meter readings, if they are available to Users;

3.2.2. if as a result of the User's action or inaction, the amount of the listed Services consumption has been reduced or the Service has been used free of charge, the expenses related to the renewal of the commercial account of the Services shall be covered by the User.

3.2.3. The Supplier shall recalculate the illegally used Service in accordance with the following procedure:

3.2.3.1. for electricity – in accordance with the conditions of the laws and regulations of the Republic of Latvia;

3.2.3.2. for cold and hot water and heat energy – consumption shall be calculated according to the triple nominal flow rate of the installed Meters

in 24-hour working mode; if there are no meters – depending on the number of connection points and tripled amount of maximum standards laid down in laws and regulations, incl. in the building regulations of Latvia.

If the connection time cannot be precisely determined, it is assumed that the Services have been used without permission for one month;

3.2.4. shall have civil liability for:

3.2.4.1. the preservation of the integrity of the Meters, as well as the seals, seals and adhesive seals of the Meters, pre-counting and counting chains/drives, as well as the preservation of the automated counting systems and communication lines and their technical condition in the Area. If the Supplier detects a violation, the Supplier shall recalculate the illegally used Services in accordance with the procedure laid down Sub-clauses 3.2.2.1 and 3.2.2.2 of the Contract;

3.2.4.2. operation and maintenance of existing communications in the Area in accordance with the requirements of laws and regulations. If the Supplier detects a violation, the Supplier has the right to stop providing the service to the User after the second warning, or, if the violation threatens the security of the Supplier, immediately without warning the User in advance.

3.2.5. undertakes to immediately report to the Supplier any detected damage to the Meters, damage to the pre-accounting and accounting chains/drives, their sealing;

3.2.6. carry out verification of water meters at their own expense in accordance with laws and regulations one month before the end of the verification period, notify the representatives of the Airport about the need to renew the sealing. The User shall send the documentation for the replacement/verification of Meters to the Supplier's e-mail address: komunalie@riga-airport.com.

3.2.7. undertakes, within 2 (two) calendar days after sending the Supplier's request, to move the Meters to a place agreed with the Supplier by his own efforts and at its own expense, if the User does not repeatedly provide access to the Meters by the Supplier's authorized employees.

3.3. If the User increases the electricity capacity, number of employees or working hours specified in the Annex to the Contract "Technical parameters of the Area", the User shall inform the Supplier in writing within 3 (three) calendar days by sending the information to the Supplier's e-mail address komunalie@riga-airport.com, in such a case, the Supplier increases the fee for the relevant Service without a separate agreement to the Contract.

3.4. If the Supplier provides the User with a wastewater treatment service, the User shall ensure that the wastewater generated by it complies with the requirements of the laws and regulations in force in the Republic of Latvia. The user is responsible for the damage and pollution caused to the surrounding environment as a result of its action or inaction, as well as for the blockages of pipelines caused by its waste water and covering the costs of their cleaning.

3.5. If the User receives the electricity trading Service and wants to change the electricity merchant, or if the User does not receive the electricity trading Service, but receives the electricity distribution Service and wants to change the electricity merchant, the User is obliged to inform the Supplier in writing, specifying the name of the chosen merchant, in accordance with the procedures and deadlines specified in the

laws and regulations, registration number and contact information. If the User wishes to delegate settlement of the electricity distribution service to the electricity merchant of its choice in accordance with the procedures laid down in the laws and regulations, the User is obliged to submit the electricity merchant's written consent to such settlement, after which the Supplier concludes a separate agreement with the electricity merchant chosen by the User. The new settlement procedure comes into force only after the conclusion of such an agreement between the Supplier and the electricity merchant.

3.6. If all the terms of the electricity trade contracts have expired for the User, or the term of the balancing service contract has expired for the User, from the moment of their termination, the Supplier, without exceeding the maximum term of the last guaranteed supply (hereinafter – LGS) laid down in laws and regulations, becomes the last guaranteed supplier and delivers electricity for the price determined by the Supplier, which is published on the Supplier's website www.riga-airport.com, under the "Partners" section. The parties agree that for the LGS period, the Terms and Conditions of the Contract apply to the receipt of the relevant Service, including, but not limited to, the procedure for calculating the Service fee, contractual penalties, the procedure for paying invoices, etc. The Parties agree that if the User does not conclude a contract with the Supplier or an electricity merchant for the sale of electricity after the maximum term of the LGS laid down in the laws and regulations and does not notify the Supplier accordingly, the Contract in the part on electricity distribution Service will be considered terminated on the last day of the LGS without a separate agreement of the Parties and the Supplier has the right to terminate the provision of the electricity distribution Service to the User.

3.7. In addition to the Supplier's specific obligations laid down in the relevant Annex, applicable to each specific Service, the Supplier shall undertake to:

3.7.1. start providing the relevant Service on the relevant Service start date specified in the Annex;

3.7.2. ensure the continuity of the Services provided, except in cases of damage and repair or reconstruction;

3.7.3. allow interruption of electricity supply Service longer than 24 (twenty-four) hours only in the following cases:

3.7.3.1. if the damage occurred as a result of a natural disaster or force majeure;

3.7.3.2. if the damage cannot be repaired as a result of the intentional or unintentional actions of the User's personnel or third parties;

3.7.3.3. if the planned repair or reconstruction of the Supplier's electrical network is carried out on a large scale;

3.7.3.4. if the supply of electricity is limited or interrupted according to the schedules of restrictions or outages, due to the shortage of electricity during an energy crisis declared in accordance with the Energy Law.

3.7.4. to warn the User 120 (one hundred and twenty) hours in advance if the Supplier plans to carry out repair or other works affecting the engineering networks used by the User. In such a case, the break shall not exceed 48 (forty-eight) hours, unless the Parties agree on a longer break. In the event of an emergency, the Supplier shall immediately warn the User about the interruption and inform about the possible time when the preventive works will be completed and the Service delivery will be restored;

3.7.5. when providing the electricity supply service, provide the electricity supply Service in accordance with the maximum loads determined by the Supplier, except for the case referred to in Sub-clause 3.7.3.4 of the Contract , as

well as in other cases provided for in the Terms and Conditions regarding electricity supply and use determined in accordance with the supply Terms and Conditions of the electricity supply company;

3.7.6. when providing the electricity distribution service, ensure that the electricity distribution Service is provided, provide the User with the compensation laid down in the laws and regulations for the violation of the provisions laid down in Sub-clauses 3.7.2-3.7.5 in relation to the electricity distribution Service. The Supplier shall undertake to examine and provide an answer to a reasoned claim submitted by the User in accordance with the procedures laid down in the Contract in respect of the electricity distribution Service within 20 (twenty) working days.

3.7.7. when providing the water supply and sewage disposal Service, the Supplier shall ensure the maintenance of water supply and sewerage networks in accordance with the scheme of crew/ownership boundaries. If there are none, then the User shall be responsible for the networks up to the point of connection to the main water supply and sewerage networks of the Airport, while the Supplier shall be responsible for the networks starting from the main networks.

3.8. The Supplier has the right to conduct inspections of the extent of use of the Services in the Area.

3.9. The parties shall agree that in the execution of the Contract, the Supplier prepares a relevant act to record essential facts (for example, installation or replacement of meters, determination of ownership boundaries, etc.). If the User did not participate at the moment of recording the facts specified in the act referred to in this Clause, the Supplier shall prepare and unilaterally sign the act, which becomes an integral part of the Contract, and the recorded information of the act will be binding on the User. The Supplier shall send the signed document to the User.

4. Procedure for the calculation of utility services

4.1. Application of the calculation procedure

The procedure for calculation of the utility services of the Supplier shall be used to calculate the amount of utility services consumed in the areas rented by the Users, in which the consumption of utility services is not counted with the help of a verified and properly sealed measuring device (meter) for the commercial accounting of the utility services consumed by the User. If a meter is installed in the leased area, the fee for receiving utility services shall be determined by multiplying the reading of the relevant meter by the tariff approved in the Supplier's service price list.

4.2. Utility services, the consumption of which is calculated in accordance with the Calculation procedure

In accordance with the Calculation Procedure, the consumption volumes of the following utility services shall be calculated:

- 4.2.1. electricity supply;
- 4.2.2. cold and hot water supply;
- 4.2.3. sewage disposal;
- 4.2.4. heat energy supply;
- 4.2.5. waste disposal.

4.3. Categories of leased areas

Utility services consumed by users shall be calculated in accordance with the Calculation Procedure, depending on the purpose of using the rented space. The table shows the categories of leased areas and the utility services applicable to each category of leased area, which are calculated in accordance with the Calculation Procedure:

Categories of leased areas	Electricity supply	Cold and hot water supply	Sewage disposal	Heat energy supply	Waste disposal
Warehouse premises	Calculate	Do not calculate (2)	Do not calculate (2)	Calculate	Do not calculate
Office premises	Calculate	Calculate	Calculate	Calculate	Calculate
Pharmacies	Calculate	Calculate	Calculate	Calculate	Calculate
Grocery stores	Calculate	Calculate	Calculate	Calculate	Calculate
Flower shops	Calculate	Calculate	Calculate	Calculate	Calculate
Industrial goods stores	Calculate	Calculate	Calculate	Calculate	Calculate
Stands	Calculate	Calculate	Calculate	Calculate	Calculate
Hair salons	Calculate	Do not calculate (1)	Do not calculate (1)	Calculate	Calculate
Hotels	Calculate	Do not calculate (1)	Do not calculate (1)	Calculate	Calculate
Cafes and restaurants	Calculate	Do not calculate (1)	Do not calculate (1)	Calculate	Calculate
Freestanding vending machines	Calculate	Do not calculate (2)	Do not calculate (2)	Calculate	Do not calculate
Changing rooms with showers and a kitchen	Calculate	Calculate	Calculate	Calculate	Do not calculate

Notes:

(1) Area categories marked with this reference shall, if technically possible, be equipped with water meters, therefore the consumption of cold, hot water supply and sewage disposal services is calculated according to the meter readings.

(2) In the categories of leased areas marked with this reference, the relevant utility services may be calculated in accordance with the Calculation procedure, if the relevant area has one of the utility service connections and it is actually used. In such a case, the Terms and Conditions of the "Stand" category of the leased area shall apply.

If the leased space does not belong to any of the categories of leased area listed in the table, it is equated to the closest similar category of leased area. If the lessee has a contract with another utility service provider and the lessee can prove the complete separation of the respective utility service infrastructure from the Supplier's utility service infrastructure, the fee for the respective utility service is not calculated.

4.4. Calculation of electricity consumption

4.4.1. Electricity consumption, if no electricity meter is installed in the leased area, is calculated according to the following formula:

$$\begin{aligned} & (W_{device\ 1} \times t_{hours} \times D_{number} \div 1000) \\ & + (W_{device\ 2} \times t_{hours} \times D_{number} \div 1000) \\ & + (...) \\ & + (W_{device\ N} \times t_{hours} \times D_{number} \div 1000) \end{aligned}$$

where W_{device} – power of each electrical device in the leased area in watts (W);

D_{number} – the number of working days of the leased area per month;

t_{hours} – working time of the device in hours; 1000 – number of watts in kW.

4.4.2. Example of electricity consumption calculation if no electricity consumption meter is installed:

Electricity consumer (device)	Number	Working time of the device, h	Power of the consumer of electricity, W	The number of working days of the leased area per month	Electricity consumption per month, kWh
Computer set	1	12	300	21	75.6
Lighting	2	8	115	21	38.64
In total:					114.24

4.4.3. The fee for electricity consumption is determined by multiplying the amount of electricity consumption obtained in the manner laid down in this section of the Calculation Procedure by the electricity trade and distribution tariff (S-1 0.4kV lines) specified in the price list of the Supplier's services.

4.5. Calculation of the volume of water supply consumption and wastewater discharge

4.5.1. The norms for calculating water supply consumption and wastewater disposal volume, if no water consumption meter is installed in the leased area, are as follows:

Categories of leased areas	Unit of measurement	Cold water consumption norm per day, liters	Hot water consumption rate per day, liters	Sewage consumption rate per day, liters
Warehouse premises	See Clause 2 of the Calculation Procedure			
Office premises	One employee	75	25	100
Pharmacies	One employee	75	25	100
Grocery stores	One employee	75	25	100
Flower shops	One employee	75	25	100
Industrial goods stores	One employee	70	20	90
Stand	One employee	70	20	90

Hair salons	—	—	—	—
Hotels	—	—	—	—
Freestanding vending machines	See Clause 2 of the Calculation Procedure			
Changing rooms with showers and a kitchen	One employee	60	80	140

4.5.2. The formulas for calculating the amount of water supply consumption and wastewater disposal, if no water consumption meter is installed in the leased area, are as follows:

— for the calculation of cold and hot water consumption:

$$N_{employees} \times V_{water} \div 24 \times t_{hours} \times D_{number} \div 1000$$

where $N_{employees}$ – number of employees;

V_{water} – the norm of water consumption in the category of the leased area, according to the table;

D_{number} – the number of working days of the leased area per month; t_{hours} – working time in hours;

24 – number of hours per day; 1000 – the number of liters per m³.

The volume of wastewater discharge is calculated by summing the consumption of cold and hot water. Wastewater discharge is not calculated in cases where the used water is fully used for production purposes and the sewage is not discharged into the sewage system.

4.5.3. The monthly fee for cold and hot water consumption, as well as sewage disposal, shall be determined by multiplying the amount of utility service consumption obtained in the manner laid down in this section of the Calculation Procedure by the tariff of the relevant utility service specified in the Supplier's price list.

4.6. Calculation of heat energy consumption

4.6.1. Heat energy consumption is calculated per square meter (m²) of the rented space.

4.6.2. The fee for the relevant month's heat energy consumption in the User's area is calculated as follows:

$$(MWh_{sm1} + MWh_{sm...} + MWh_{smn}) \div S_{building} \times S_{rent} \times C_{MWh price}$$

where MWh_{smn} – the thermal energy consumed in MWh in the heating units of the building in which the area rented by the User is located;

$S_{building}$ – area of the building in m² where the area leased by the User is located;

S_{rent} – the area rented by the User in m²;

$C_{MWh price}$ – the MWh price determined by the heat energy supplier in the calculation month.

4.7. Calculation of the amount of waste removal

4.7.1 For Users, the amount of the municipal waste removal service in the Airport territory shall be determined taking into account the amount of waste generated by the

User per month. The amount of waste removal per month shall be fixed in the relevant Annex to the utility contract. The service fee is determined by multiplying the amount of waste removal laid down in the utility contract with the Airport's waste removal tariff per m³.

4.7.2. The fee for the removal of unsorted household waste is paid by Users in the terminal of the Riga Airport by purchasing fee-based household waste bags.

5. Liability and contractual penalty

5.1. The Parties shall be responsible for losses caused by non-fulfillment of obligations laid down in the Contract, incl. due to slight carelessness, by any of the Parties. The guilty Party shall compensate the damages caused to the other Party in full, observing the limitations provided for in this Contract.

5.2. The Party cannot claim compensation for damages from the other Party, if the damages are based on circumstances that arose as a result of the injured Party's non-fulfillment or improper fulfillment of obligations under the Contract, or the occurrence of these circumstances was caused, facilitated or influenced by the Party's own illegal or negligent or careless actions.

5.3. Without limiting provisions of Clause 6.1. of the General Terms and Conditions, the Supplier shall not be responsible for the damages caused to the User and shall not compensate the damages if:

5.3.1. the damage was caused by a person who had the User's permission to access the Area or who was on the Area with the User's knowledge;

5.3.2. the User has not complied with and/or has violated any of the Terms and Conditions contained in the Annex of the relevant Service;

5.3.4. the User has debt obligations to the Supplier at the time of the claim, in the amount of debt obligations;

5.3.5. the Supplier has fully performed the obligations laid down in the Contract and its annexes regarding the provision of the Service;

5.3.6. losses to the User have occurred during the period when the Supplier had stopped providing the Service.

5.4. The User shall be responsible for all damages caused to the Supplier and third parties.

5.5. The Supplier shall be responsible and has the obligation to compensate the User for the loss of property caused by the Supplier's provable fault. Any indirect losses, including loss of expected profits, lost data, etc. shall not be compensated by the Supplier to the User.

5.6. The Supplier shall not be responsible for damage or loss of the User's property caused by fire, natural disasters or the fault of third parties.

5.7. The User shall be civilly liable if, as a result of the User's action or inaction, the amount of the listed Service consumption has been reduced or the Service has been used free of charge. In such a case, the expenses related to the renewal of the commercial account of the Services shall be borne by the User.

5.8. For non-compliance with the deadlines for the payment of Service fee, the Supplier has the right to charge the User a late payment fee of 0.15% (zero point fifteen percent) for each day of delay of the amount of delayed payment, but not exceeding the principal amount of the debt.

5.9. If the User does not comply with the procedures and deadlines set out in the Contract and Annexes thereof for providing a report on the monthly electricity and/or water supply Service and/or heat energy supply Service, the Supplier has the right to impose on the User a contractual penalty in the amount of EUR 30.00 (thirty euros, 00

cents) for each delayed day of provision of each report, but if the report is delayed for 25 (twenty-five) days or more – disable the Service.

5.10. For non-compliance with Clause 3.3 of these Terms and Conditions, the Supplier shall prepare an act of violation and the Supplier has the right to impose the contractual penalty of EUR 30.00 (thirty euros, 00 cents) on the User for each detected case.

5.11. The payment of the contractual penalty does not release the Parties from the fulfillment of the other obligations undertaken by the Contract.

6. Force majeure

6.1. The parties are released from responsibility for the complete or partial non-fulfillment of the obligations laid down in the Contract, if such non-fulfillment is due to *force majeure*, which the respective Party could not foresee and prevent. War, natural disaster, general strike, acts of terrorism, acts comparable to acts of terrorism, epidemics, pandemics or disease quarantine restrictions confirmed by official announcements of the competent authorities, which have caused restrictions on the delivery of goods/providing services, construction works to/from Riga International Airport are considered as force majeure, the effect of which the Parties do not disagree on the non-fulfillment of the Contract, as well as the Parties could not have influenced and could not have been avoided by taking appropriate precautions, and which is not related to the action or inaction of the other Party, and which makes the fulfillment of obligations impossible.

6.2. The Party that invokes force majeure shall notify the other Party of this in writing as soon as such notification becomes possible for the relevant Party, but no later than within 14 (fourteen) calendar days from the moment of setting in of force majeure circumstances. If such notification has not been sent, the Party that did not send the notification shall be liable to the other Party for all losses incurred by the latter.

6.3. If the force majeure circumstances continue for more than 45 (forty-five) calendar days, each of the Parties has the right to unilaterally terminate the Contract. In this case, none of the Parties is responsible for the losses incurred by the other Party in the period after the setting in of force majeure circumstances.

7. Confidentiality

7.1. The Parties are responsible to each other for complying with the confidentiality obligations laid down in the Contract, and they are prohibited from disclosing confidential information (hereinafter – Confidential Information) to third parties. The disclosure of Confidential Information within the framework of the Contract means the transfer of Confidential Information to third parties in any way.

7.2. If one of the Parties violates the confidentiality obligations laid down in the Contract, the Party whose interests have been infringed is entitled to claim a compensation for damages. The Confidential Information is any kind of information on the Party that has been transferred or became known to the other Party in any way during the negotiations for the conclusion of the Contract or during the fulfilment of the Contract, as well as any other information that the Party has provided in writing as confidential during the term of the Contract.

7.3. The confidentiality obligations laid down in the Contract do not apply to the information:

7.3.1. which is or becomes publicly known during or after the transfer of Confidential Information to the other Party, without the Parties violating the Contract and the General Terms and Conditions;

7.3.2. which was legally available to the other Party prior to its receipt from the Party providing the Confidential Information;

7.3.4. which the Party other than the recipient of Confidential Information has already disclosed without limitation to a third party.

7.4. It will not be considered that the Party has violated the confidentiality obligations stipulated in the Contract, if the obligation to disclose Confidential Information is stipulated by a regulatory or administrative act that shall be fulfilled by this Party, or if the disclosure of Confidential Information is necessary to fulfill its obligations under the Contract, or is necessary in legal proceedings to would protect the Party's rights under the Contract.

7.5. Confidentiality obligations shall be binding on the Parties until the other Party notifies of the contrary.

7.6. Upon termination of the Contract, the Party in possession of the Confidential Information of the other Party is obliged to immediately return all the Confidential Information upon written request of the Party.

7.7. The Terms and Conditions of this section of the Terms and Conditions have no time limit and are not subject to the period of the Contract.

8. Data processing

8.1. The parties shall undertake to process personal data fairly and in accordance with the applicable laws and regulations, incl. 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).

8.2. The parties shall undertake not to use personal data for other purposes not directly related to the subject of the Contract.

8.3. The Parties shall guarantee that the persons who are involved in the processing of personal data do not process the data inappropriately or beyond the provisions of the Contract.

8.4. To the extent possible, the Parties shall undertake to cooperate with each other so that they can fulfill their obligations in accordance with the obligations contained in the General Data Protection Regulation regarding the exercise of the rights of data subjects.

9. Amendment, suspension and termination of the Contract

9.1. Amendments and additions to the Contract shall be valid only if they are made in writing and signed by both Parties, unless the Parties have agreed on other procedures in the Contract. Amendments and additions shall be added to the Contract and become an integral part of it.

9.2. When the scope of the Services or the content of the Annex changes, the Annex to the Contract may be amended, upon mutual signing by the Parties, they are added to the Contract without a separate additional agreement to the Contract and become an integral part of the Contract at the moment of their mutual signing.

9.3. In the event that organizational or technical amendments are made to the Appendices, the amendments made to the Appendices are added to the Contract without a separate additional agreement and, after their mutual signature, become an integral part of the Contract from the date specified in the Annexes.

9.4. The Party is obliged to notify the other Party immediately, but no later than within

5 (five) working days of making changes in the relevant state registers, about the change of details (including change of legal address, change/cancellation of VAT registration number), suspension of economic activity, initiation of liquidation proceedings, initiation of legal protection or out-of-court legal protection proceedings, declaration of insolvency proceedings, initiation of reorganisation, as well as any other circumstance that may affect the proper performance of the obligations stipulated in the Contract. Until such notice is received, all shipments of the other Party, which have been delivered to the old address and details in accordance with the Contract, shall be deemed to have been duly delivered and received. The Party shall be fully responsible for the losses that may occur in connection with untimely and inappropriate notification of such changes.

9.5. The Contract may be terminated before the term at any time, by written agreement of the Parties or unilaterally, in accordance with the procedures laid down in the Contract.

9.6. Any of the Parties has the right to unilaterally withdraw from the Contract by notifying the other Party in writing 10 (ten) calendar days in advance and without compensating the resulting expenses and/or losses, if the other Party has started insolvency proceedings, liquidation, its activity is terminated or interrupted, its economic activity has been suspended.

9.7. Without limiting the other terms of the Contract, the Parties have the right to unilaterally terminate the Contract and/or refuse to provide/receive any Service by notifying the other Party in writing at least 30 (thirty) calendar days in advance. This condition also applies to the case where one of the Parties wishes to unilaterally terminate the Contract regarding the provision of one or more Services, while maintaining the provision of the other Services; in such a case, the Parties shall draw up a written agreement on changes in the scope of Services, which the Parties shall sign in accordance with the procedures laid down in the Contract.

9.8. If the User wishes to change the electricity merchant in accordance with the procedures laid down in the Contract and laws and regulations (i.e., terminate the Contract in the part on the electricity trade Service) or wants to delegate the settlement of the electricity distribution Service to an electricity merchant chosen by the User, incl. also return to the Supplier as an electricity merchant, the Contract in the part on the relevant Service shall be terminated/amended without a separate agreement of the Parties to the Contract, based on a written letter (submission) signed by the person(s) entitled to represent the User, which the User is obliged to submit in such a period that the Supplier receives the letter (submission) at least 15 (fifteen) calendar days before the expected changes. By signing the Contract, the User has been introduced to and irrevocably agrees to the following procedure for terminating/amending the Electricity Trading Service and Electricity Distribution Service attached to the Contract.

9.9. Except for the Services, the scope and fee of which is determined by the Supplier, in accordance with the Calculation Procedure, the User may request to terminate the Contract regarding the provision of individual Services, while maintaining the provision of the other Services, if the User can:

9.9.1. documentally prove the receipt of the Service provided by another supplier from another supplier by presenting valid contracts for the provision of the relevant Service;

9.9.2. in nature, to prove the complete separation of the infrastructure necessary for the provision of the Service provided by another supplier from the infrastructure of the Airport Service provision, thus confirming the fact of independent receipt of the service provided by another supplier.

In such a case, the Parties shall prepare a relevant agreement, which the Parties sign in accordance with the procedures laid down in the Contract.

9.10. If the User delays the payment of the Service fee for more than 30 (thirty) calendar days, the Supplier has the right to immediately unilaterally terminate the Contract by notifying the User thereof in writing. The Parties agree that in such case the Contract will be terminated without a separate agreement of the Parties within the time period laid down in the written notice of the Supplier. Termination of the Contract does not release the User from the obligation to make a full settlement with the Supplier, including compensation of contractual penalty and/or damages.

10. Sanctions Clause

10.1. By signing the Contract, the Parties undertake to comply with the principles of open, honest, transparent and responsible commercial activities, not to carry out any type of activity that may lead to violation of the laid down international, European Union or national sanctions, or sanctions affecting significant financial and capital market interests of the European Union or member states of the North Atlantic Treaty Organization (hereinafter – the Sanctions), evasion thereof or imposition of Sanctions in relation to the Parties, their board and supervisory board members, participants or shareholders, beneficial owners, persons entitled to represent, or the procurator, or a person authorised to represent the Parties in their activities related to the branch, as well as to take preventive measures in order to prevent violations of the abovementioned sanctions, as well as intentional or unintentional cases of evasion thereof.

10.2. The parties confirm that the Sanctions that may affect the performance of the Contract are not applied to them (including their board or supervisory board members, participants or shareholders, beneficial owners, persons entitled to represent or procurator, or a person authorised to represent them in activities related to the branch) at the time of entry into force of the Contract. If any of the Sanctions is applied to one of the Parties during the execution of the Contract, the relevant Party is obliged to notify the other Party in writing no later than the next working day after the relevant Party has become aware of it.

10.3. By signing the Contract, the User confirms that:

10.3.1. it does not cooperate and such persons will not be involved in the performance of the Contract (including, in the case of legal entities – members of their board or supervisory board, participants or shareholders, beneficial owners, persons entitled to represent or procurator, or a person authorised to represent the relevant Party in activities related to branch), to which Sanctions have been applied, which may affect the performance of the Contract;

10.3.2. will not take any actions aimed at circumventing the Sanctions;

10.3.3. the goods, services and/or persons to which/whom the Sanctions have been applied will not be used directly or indirectly in the performance of the Contract;

10.3.4. will not participate in any activities, the purpose or consequences of which is to evade the established Sanctions, including, will not act for the benefit and interests of the persons, entities or organizations to which the Sanctions have been applied or to which they should be applicable.

10.4. In order to ensure compliance with the User's Sanctions and to avoid the risk of violating them, during the term of the Contract, the Supplier has the right to request and the User is obliged to provide the requested evidence and declarations that as a result of the performance of the Contract, the Sanctions are not or will not be violated or

evaded.

10.5. The Supplier has the right, without reimbursing any resulting losses, expenses and without paying any compensation, to immediately unilaterally withdraw and terminate the Contract by notifying the User in writing, in any of the following cases:

10.5.1. if the performance of the Contract is affected or the Contract cannot be performed because Sanctions are applied to the User during the performance of the Contract;

10.5.2. if the Supplier has reason to believe that as a result of further performance of the Contract, the Supplier may face risks of violation of Sanctions;

10.5.3. if the User has not provided the information and evidence requested by the Supplier, which would allow the Supplier to make sure that the performance of the Contract does not create a risk of violation of Sanctions or evasion of Sanctions;

10.5.4. if the Supplier finds that any of the declarations made by the User during the term of the Contract or before its conclusion have proven to be false.

11. Other terms

11.1. The Supplier has the right to unilaterally amend the General Provisions of the Contract, informing the User of the amendments by publishing them on the Supplier's website [www. https://www.riga-airport.com/lv](https://www.riga-airport.com/lv) and electronically notify the User of the amendments to the e-mail address specified in the Contract, providing the User with the right to familiarise itself with the relevant amendments at least 30 (thirty) days before they enter into effect. The Supplier has the right to reduce the term for coming into effect of the amendments, if the amendments were made in favour of the User. If the User does not agree to the amendments to the General Terms and Conditions, the User has the right to unilaterally withdraw from the Contract by notifying the Supplier and fulfilling the obligations arising from the Contract in accordance with the procedures specified in the Contract until the date of their entry into force. If by the date of entry into force of the amendments to the General Terms and Conditions, the Supplier has not received a written notification from the User about unilateral withdrawal from the Contract, it is considered that the User has agreed to the amendments made, undertakes to observe and comply with them.

11.2. In case of disputes, the Parties will make every effort to reach a mutual agreement through negotiations. If it is not possible to reach an agreement, the dispute shall be considered in accordance with the laws and regulations in force in the Republic of Latvia in the court of the Republic of Latvia.

11.3. All notices that one Party shall deliver to the other Party, unless otherwise specified in the Contract or the General Terms and Conditions, shall be sent with a secure electronic signature to the relevant Party's correspondence e-mail addresses specified in the Contract or by registered mail to the relevant Party's legal address.

11.4. The parties shall consider notifications as received on the 7th (seventh) calendar day after they are sent in accordance with the procedure specified in Clause 11.3 or sooner if confirmation of receipt has been received. In the cases specified in the Contract and the General Terms and Conditions, information may be sent electronically, and information sent in this way shall be deemed to have been duly communicated to the other Party and shall have legal force. Information sent electronically will be considered to be received by the Parties on the day it is sent.

11.5. If the Special Terms and Conditions of the Contract conflict with the General Terms and Conditions of the Contract, the Special Terms and Conditions of the Contract shall be applied. The relations of the Parties, which are not specified in the

Contract, shall be regulated in accordance with the legal acts in force in the Republic of Latvia.