

Riga, \_\_\_\_ . \_\_\_\_\_ 2019

## CONTRACT

No. LB-07/2019/305

On the Technical Maintenance and Repairs of the Vault Doors and Security Equipment of Latvijas Banka's Riga Branch and Liepāja Branch  
(Procurement No. LB/2019/9)

Latvijas Banka (hereinafter referred to as the "CUSTOMER") represented by its Chairman of the Board Mr. Māris Kālis, acting under the Law on Latvijas Banka, on the one side, and Gunnebo Deutschland GmbH (hereinafter referred to as the "CONTRACTOR") represented by its [...], acting under the procuration, on the other side (hereinafter jointly referred to as the "PARTIES"; hereinafter each individually also referred to as the "PARTY"), enter into the following contract (hereinafter referred to as the "CONTRACT").

### 1. SUBJECT OF THE CONTRACT

1.1 The CUSTOMER shall commission and the CONTRACTOR shall undertake to perform the technical maintenance pursuant to the routines listed in Appendices 1 and 2 to the CONTRACT (hereinafter referred to as the "technical maintenance") and repairs, including replacement of worn or obsolete parts (hereinafter jointly referred to as the "technical maintenance and repairs" and each individually also referred to as the "work"), of the vault doors and security equipment (hereinafter referred to as the "VAULT DOORS") at the CONTRACTOR'S branches in Riga and Liepāja.

### 2. TERMS OF THE CONTRACT IMPLEMENTATION

2.1 The CONTRACTOR shall undertake to perform the technical maintenance of the VAULT DOORS on a yearly basis by 31 December of each year.

2.2 In case of damage or faults of the VAULT DOORS, the CONTRACTOR shall arrive at the CUSTOMER's premises not later than 2 (two) business days after receiving a written request ([...]), or within any other timeframe as agreed by the CUSTOMER and the CONTRACTOR in writing.

2.3 The CONTRACT shall come into force at the moment of its mutual signing and shall be in force for 5 (five) years. All obligations arisen under the CONTRACT prior to its termination and not yet fulfilled shall remain unaffected by the termination of the CONTRACT.

### 3. GENERAL PROCEDURE FOR THE IMPLEMENTATION OF THE CONTRACT

3.1 The CONTRACTOR shall not be allowed to involve a person with a criminal record and a person whose criminal record is closed or expunged in the implementation of the CONTRACT on the CUSTOMER'S premises.

3.2 To implement the security measures necessary for the protection of the CUSTOMER'S premises and resources against physical hazards, the CONTRACTOR shall notify the CUSTOMER in writing of the name, surname and identity code of each natural person who is going to implement the CONTRACT on the premises prior to commencing the implementation of the CONTRACT on the CUSTOMER'S premises. The CUSTOMER shall meet the obligations referred to in the effective regulatory enactments, including 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). Additional information on the processing of data on natural persons carried out by the CUSTOMER and the protection of this data shall be available on the CUSTOMER'S website at [www.bank.lv](http://www.bank.lv).

3.3 The CUSTOMER shall have the right to prohibit, at its own discretion, the implementation of the CONTRACT on the CUSTOMER'S premises by the natural person specified by the CONTRACTOR, by giving a written notice to the CONTRACTOR to that effect.

3.4 Where the CUSTOMER prohibits the implementation of the CONTRACT on the CUSTOMER'S premises by the natural person specified by the CONTRACTOR, the CONTRACTOR shall replace the above natural person with another one, notifying the CUSTOMER to that effect in accordance with the procedure referred to in Paragraph 3.2 of the CONTRACT. Where the CONTRACTOR cannot replace the above natural person with another one or the CONTRACTOR encounters disproportionately large costs due to such replacement, the CONTRACTOR shall immediately submit to the CUSTOMER a motivated explanation and the PARTIES shall agree upon the procedure whereby the above natural person may implement the CONTRACT on the CUSTOMER'S premises.

3.5 Where the CONTRACTOR violates the provisions of Paragraphs 3.1 or 3.2 of the CONTRACT or the procedure whereby the natural person may implement the CONTRACT on the CUSTOMER'S premises in accordance with Paragraph 3.4 of the CONTRACT, the CUSTOMER shall be entitled to refuse the natural person's admittance to the CUSTOMER'S premises or to ask him/her to leave the CUSTOMER'S premises.

3.6 The CONTRACTOR shall notify the CUSTOMER in writing until the commencement of the CONTRACT implementation of the natural person implementing the CONTRACT on the CUSTOMER'S premises, as specified by the CONTRACTOR, and monitoring the implementation of the CONTRACT on behalf of the CONTRACTOR.

3.7 Where the natural person referred to in Paragraph 3.6 of the CONTRACT is replaced, the CONTRACTOR shall immediately advise the CUSTOMER in writing to that effect.

3.8 When implementing the CONTRACT on the CUSTOMER'S premises, the CONTRACTOR shall ensure the disposal of the waste resulting from the CONTRACT implementation and cleaning up of the work site itself and at its own expense.

3.9 The CONTRACTOR shall comply with the CUSTOMER'S internal rules and fire safety rules on the CUSTOMER'S premises.

3.10 The CONTRACTOR shall ensure and be responsible that the persons employed by the CONTRACTOR, including other persons involved by the CONTRACTOR, comply with the legislative acts governing the employment protection while implementing the CONTRACT on the CUSTOMER'S premises. The CONTRACTOR shall provide the training of the employees involved in the implementation of the CONTRACT on the CUSTOMER'S premises by the CONTRACTOR, including instruction in the area of employment protection in accordance with the procedure established by the legislative acts prior to the commencement of the implementation of the CONTRACT on the CUSTOMER'S premises by the CONTRACTOR'S employee and during the entire period of implementing the above CONTRACT on the CUSTOMER'S premises. The CONTRACTOR'S employee responsible for the employment protection on the CUSTOMER'S premises shall be the CONTRACTOR'S [..].

#### 4. AMOUNT OF THE CONTRACT AND SETTLEMENT PROCEDURE

4.1 Amount of the CONTRACT concerning the technical maintenance routines listed in Appendices 1 and 2 to the CONTRACT shall be EUR 17.148,00 € (seventeen thousand one hundred forty eight euro) per year, broken down as follows:

4.1.1 routines listed in Appendix 1 to the CONTRACT – EUR 10.552,00 € (ten thousand five hundred fifty two euro);

4.1.1 routines listed in Appendix 2 to the CONTRACT – EUR 6.596,00 € (six thousand five hundred ninety six euro);

4.2 The amount specified in Paragraph 4.1 of the CONTRACT shall cover the technical maintenance costs of the VAULT DOORS as well as travel and accommodation costs and per day of the CONTRACTOR'S representative, pertinent to his/her visit related to the annual technical maintenance of the VAULT DOORS.

4.3 In case of damage or faults of the VAULT DOORS, when the presence of the CONTRACTOR'S representative has been necessary to fix the deficiencies, the CUSTOMER shall pay for the service provided as per Paragraphs 4.7, 4.8 and 4.9 of the CONTRACT, as well as compensate the travel time, transport and accommodation costs as per Appendix 3 to the CONTRACT.

4.4 When the repairing of damages or faults of the VAULT DOORS requires replacement of parts, the CONTRACTOR shall advise the CUSTOMER in advance and agree on the prices of spare parts and delivery deadlines. Should the CUSTOMER be dissatisfied with the prices or delivery deadlines quoted by the CONTRACTOR, it may decline the CONTRACTOR'S offer and purchase the parts from alternative suppliers. In such a case the CONTRACTOR shall repair the VAULT DOORS with compatible parts compliant with the standards for the VAULT DOORS in question, although they have been purchased from an alternative supplier.

4.5 The CUSTOMER shall pay for the parts delivered by the CONTRACTOR within 15 (fifteen) business days after receiving the invoice.

4.6 Any taxes and duties payable for the transaction specified in Paragraph 4.5 of the CONTRACT shall be paid by the CUSTOMER in accordance with the procedure stipulated by the legislative acts of the Republic of Latvia.

4.7 For each accomplished technical maintenance or repairs, the CONTRACTOR shall furnish the CUSTOMER with a signed deed of conveyance and a commercial invoice, where the prices for the technical maintenance, the spare parts needed for repairs and detailed expenditure as per Appendix 3 to the CONTRACT are listed as separate items, immediately after the completion of the work, but not later than within 10 (ten) calendar days. The CUSTOMER shall check the compliance of the completed work with the terms and conditions of the CONTRACT and sign the deed of conveyance or present a claim to the CONTRACTOR within 10 (ten) business days after the receipt of the deed of conveyance.

4.8 In case a claim has been submitted, the PARTIES shall sign a statement of disagreement, specifying the detected deficiencies and faults, and deadlines for eliminating thereof. When deficiencies or faults have been eliminated, the CONTRACTOR shall repeatedly furnish the CUSTOMER with a signed deed of conveyance and an invoice, and the CUSTOMER shall evaluate the work in question and sign the deed of conveyance or present a repeated claim to the CONTRACTOR within 10 (ten) business days.

4.9 The CUSTOMER shall pay for the work within 15 (fifteen) business days of the bilateral signing of the deed of conveyance and receipt of the invoice.

4.10 The PARTIES shall agree that the CONTRACTOR may submit an invoice to the CUSTOMER electronically by e-mailing it to the address [invoices@bank.lv](mailto:invoices@bank.lv). An invoice sent

electronically shall be deemed received on the next business day after it is sent to the e-mail address indicated in this Paragraph of the CONTRACT.

## 5. OBLIGATIONS OF THE CONTRACTOR

5.1 The CONTRACTOR shall perform the assigned work with in-house resources. The CONTRACTOR shall provide any additional special and product-specific secondary means that have not been provided by the CUSTOMER as per Paragraph 7.5 of the CONTRACT, e.g. special measuring devices, diagnostic equipment and software.

5.2 When performing the technical maintenance and repairs, the CONTRACTOR may use original (new or renovated) or compatible spare parts. The disassembled parts, where replacements have been provided by the CONTRACTOR, shall be transferred to the CONTRACTOR.

5.3 The CONTRACTOR shall advise the CUSTOMER on any further material developments related to the use of the VAULT DOORS.

5.4 The CONTRACTOR shall issue a 12 (twelve) month warranty on the repair works and the replaced parts (engines, rolling parts and electronics), effective from the moment of bilateral signing of the deed of conveyance. The CONTRACTOR shall not issue warranty on the replaced parts of the "SAFELOCK" System.

## 6. EXECUTION OF THE TECHNICAL MAINTENANCE AND REPAIRS

6.1 The CONTRACTOR shall execute all technical maintenance or repairs during the CUSTOMER'S regular business hours, i.e. from 8:00 till 16:30 (MEZ), except for work that shall be carried out at other time as agreed by the PARTIES. In case the execution of technical maintenance or repairs may interfere with the CUSTOMER'S daily operations, the CONTRACTOR shall agree with the CUSTOMER on the arrangements in advance.

6.2 Where damage has been detected, the CONTRACTOR shall initially seek to eliminate it by advising a CUSTOMER'S trained employee via telephone or correspondence. If this proves impossible, the CONTRACTOR shall eliminate it in person on the CUSTOMER'S premises.

## 7. OBLIGATIONS OF THE CUSTOMER

7.1 The CUSTOMER shall undertake to ensure that the CONTRACTOR, for the purposes of performing technical maintenance or repairs, has a free and unobstructed access to the mains (e.g. power) and the VAULT DOORS.

7.2 The CUSTOMER shall, without delay, notify the CONTRACTOR on any detected damages and faults of the VAULT DOORS.

7.3 While at work, the CONTRACTOR may be escorted by a security guard.

7.4 The CUSTOMER may make any alterations to the VAULT DOORS only upon the CONTRACTOR'S consent. Once the alterations have been made, the CUSTOMER shall undertake full responsibility thereof.

7.5 The CUSTOMER shall provide the general hardware required for the work (e.g. a laptop, basic tools), as well as auxiliary materials (e.g. cleaning agents).

7.6 The CUSTOMER shall assign a trained employee to assist the CONTRACTOR while executing the technical maintenance or repairs.

7.7 The CUSTOMER shall undertake to pay for the work executed by the CONTRACTOR by the procedure specified in the CONTRACT.

## 8. LIABILITY OF THE PARTIES

8.1 When damage to the VAULT DOORS has occurred during the technical maintenance or repairs through the CONTRACTOR'S fault, the CONTRACTOR shall eliminate the damage on its own account and within a reasonable timeframe. Any other damage caused by the CONTRACTOR deliberately or through gross negligence shall be compensated, fully and within a reasonable timeframe, by the CONTRACTOR. In case of minor negligence, liability shall be limited to the losses that do not involve discontinuation of use or lost profit.

8.2 Should any dispute arise between the CUSTOMER and the CONTRACTOR as to the cause of the damage or fault, the PARTIES may agree to invite an independent expert. The costs incurred shall be covered by the guilty PARTY.

8.3 Should the CONTRACTOR fail to comply with the deadlines specified in Paragraphs 2.1, 2.2 or 4.8 of the CONTRACT, the CONTRACTOR shall pay to the CUSTOMER a penalty of EUR 20.00 (twenty euro) for each calendar day of delay, but no more than EUR 1 500.00 EUR (one thousand five hundred euro) in total. The CUSTOMER shall be entitled to deduct the penalty amount upon settlement.

8.4 Should the CUSTOMER fail to comply with the deadlines specified in Paragraphs 4.5 or 4.9 of the CONTRACT, the CUSTOMER shall pay to the CONTRACTOR a penalty of 0.1% (one tenth of one per cent) of the amount of the delayed payment for each calendar day of delay, but no more than 10% (ten per cent) of the amount of the delayed payment in total.

8.5 Where the performance of any of the obligations specified in the CONTRACT is delayed, a penalty shall be calculated for the period of time commencing on the next calendar day after the expiry of the term of performing the obligation specified in the CONTRACT and comprising the day when the obligation is performed.

## 9. CONFIDENTIALITY

9.1 The PARTY shall not be allowed to disclose information on the other PARTY and the contract that is not publicly available without the other PARTY'S written consent (except as otherwise provided by cases established by regulatory enactments).

9.2 Any oral, written information or information recorded in any other technical way that is not publicly available and is directly or indirectly related to the CUSTOMER'S building and territory at Bezdelīgu iela 3, Rīga or Teātra iela 3, Liepāja (hereinafter referred to as the "BUILDINGS"), the systems installed in the BUILDINGS (or to be installed) or the CUSTOMER'S activity shall be deemed confidential information (hereinafter referred to as "confidential information"). Confidential information shall include, but shall not be limited to information on the vault doors and security equipment installed (to be installed) in the BUILDINGS and other technical documentation pertaining to the BUILDINGS.

9.3 The CONTRACTOR shall undertake to ensure the management of confidential information including the collection, availability, use, storage, protection and non-disclosure of it according to this CONTRACT. The CONTRACTOR shall have an obligation to ensure that the confidential information obtained and created within the framework of the CONTRACT execution is used solely for the purpose of the activities necessary for the performance of the obligations of the present CONTRACT.

9.4 The CONTRACTOR shall not have the right to directly or indirectly disclose confidential information or make it available to third parties in any other way, except for the

CONTRACTOR'S employees, external experts and authorised representatives who need it to carry out the activities necessary for the performance of the CONTRACTOR'S obligations referred to in the CONTRACT and only to the extent as objectively required by these persons for the fulfilment of the tasks entrusted. The CONTRACTOR shall have the right to involve the persons referred to in this Paragraph of the CONTRACT in the execution of the CONTRACT on the premises or make confidential information available to them in any other way only after the Confidentiality Agreement has been signed by the respective person, the CONTRACTOR and the CUSTOMER in compliance with Appendix 4 to the CONTRACT (hereinafter referred to as the "Confidentiality Agreement"). The CUSTOMER shall have the right to refuse to conclude the Confidentiality Agreement by giving a notice to this effect to the CONTRACTOR in writing.

9.5 The CONTRACTOR shall undertake to reimburse the CUSTOMER for direct losses related to damages and losses incurred by the CUSTOMER and caused by the non-compliance with the provisions regarding the collection, availability, use, storage, protection, non-disclosure of confidential information referred to in the present CONTRACT by the CONTRACTOR, its employee, external expert or authorised representative.

9.6 The CONTRACTOR shall not have the right to do filming or take photos in the premises and territory of the BUILDINGS. The CONTRACTOR shall comply with the CUSTOMER'S instructions regarding the management of confidential information.

9.7 Within 5 (five) business days after the receipt of the CUSTOMER'S request, the CUSTOMER shall destroy any confidential information recorded in writing, digital or any other technical way, including any copies, available to the CONTRACTOR, its employee, external expert or authorised representative by confirming the respective fact of destruction to the CUSTOMER in writing. Confidential information shall be destroyed in a way that rules out any possibility of obtaining or restoring the confidential information from the respective medium. The CONTRACTOR shall not have an obligation to destroy confidential information to be stored in accordance with the requirements of regulatory enactments.

9.8 The confidentiality obligation specified in Paragraph 9.1–9.7 of the CONTRACT shall be in force indefinitely and shall remain in force also where the PARTY terminates the CONTRACT unilaterally or the CONTRACT ceases otherwise.

## 10. FORCE MAJEURE

10.1 The PARTIES shall be absolved of all responsibility for a full or partial failure to perform the obligations specified in the CONTRACT, where it is caused by force majeure, i.e. natural hazard, fire, war, armed conflict, prohibition by state authorities, administration and municipal institutions as well as amendments to legislative acts. The PARTY referring to force majeure shall be absolved of all responsibility for a failure to perform the PARTY'S obligations solely if the said PARTY has not been able to foresee these circumstances at the moment of entering into the CONTRACT, overcome or prevent them.

10.2 The PARTY encountering the impossibility to perform the obligations due to force majeure shall have an obligation to advise the other PARTY to this effect and the possible duration of force majeure in writing not later than within 5 (five) calendar days of the day force majeure occurred. A failure to advise the other PARTY or a failure to advise it in a timely manner shall prohibit the PARTY having failed to advise the other PARTY or failed to do it in a timely manner from referring to any of the said force majeure circumstance as an excuse for a full or partial failure to perform the obligations. The existence of the force majeure circumstances shall be proved by a document issued by a competent state or local government institution.

## 11. UNILATERAL TERMINATION OF THE CONTRACT

11.1 A PARTY shall be entitled to unilaterally terminate the CONTRACT, without paying any penalty and reimbursing any losses, by giving a written notice to the other PARTY to that effect, where the force majeure circumstances last for more than 2 (two) months.

11.2 The CUSTOMER shall be entitled to unilaterally terminate the CONTRACT, without paying any penalty and reimbursing any losses, by giving a written notice to that effect to the CONTRACTOR in the following cases:

11.2.1 when the CONTRACTOR violates the provisions of the CONTRACT for more than 2 (two) times and these violations are attested by a CUSTOMER'S written claims sent to the CONTRACTOR;

11.2.2 when the CONTRACTOR fails to comply with the deadlines specified in Paragraphs 2.1, 2.2 or 4.8 of the CONTRACT for more than 30 (thirty) calendar days;

11.2.3 when the CONTRACTOR violates any of the provisions specified in Paragraph 3.1, 3.4 or 9.1 – 9.7 of the CONTRACT;

11.2.4 where workout or insolvency proceedings have been opened for the CONTRACTOR by the court;

11.2.5. where the performance of the CONTRACT is impossible due to the fact that international or national sanctions or severe sanctions affecting the interests of the financial and capital market have been imposed by a Member State of the European Union or the North Atlantic Treaty Organisation on the CONTRACTOR during the performance of the CONTRACT.

11.3 Where the CUSTOMER unilaterally terminates the CONTRACT in accordance with Paragraphs 11.2.1, 11.2.2 or 11.2.3 of the CONTRACT, within 10 (ten) business days after the CUSTOMER'S notification on unilateral termination of the CONTRACT has been received, the CONTRACTOR shall pay the CUSTOMER a penalty of 5,000.00 EUR (five thousand euro).

## 12. DISAGREEMENTS AND DISPUTES

12.1 Any claims and disputes that may arise during the execution of the CONTRACT shall be resolved by the PARTIES by way of negotiation. Where such claims and disputes are not resolved by way of negotiation, they shall be settled in accordance with the procedure prescribed by the Republic of Latvia laws and regulations. The place of court shall be the Republic of Latvia, Riga. The CONTRACT shall be interpreted according to the laws and regulations of the Republic of Latvia.

## 13. OTHER PROVISIONS

13.1 The Deputy Head of the Cash Department of the CUSTOMER shall be authorised to represent the CUSTOMER in the execution of Paragraphs 4.4, 4.7, 4.8, 7.6, 9.4 and 9.7 of the CONTRACT, including the signing of the Confidentiality Agreement (Appendix 4 to the CONTRACT).

13.2 The Senior Electrotechnical Equipment Engineer of the Cash Technology Division of the Cash Department of the CUSTOMER shall be authorised to represent the CUSTOMER in the execution of Paragraphs 2.2 and 7.2 of the CONTRACT.

13.3 All amendments and supplements to the text of the CONTRACT shall be made in writing and shall become an integral part of the CONTRACT only when signed by both PARTIES.

13.4 Any appendix to the CONTRACT shall be considered an integral part of the CONTRACT.

13.5 The CONTRACT has been drawn up in English on 14 (fourteen) pages, including Appendices 1–3 to the CONTRACT, each on 1 (one) page and Appendix 4 to the CONTRACT on 3 (three) pages, in two copies. After mutual signing, one signed copy of the CONTRACT shall remain with the CUSTOMER, and the other with the CONTRACTOR.

#### 14. REGISTERED ADDRESSES AND DETAILS OF THE PARTIES

14.1 The CUSTOMER – Latvijas Banka, K. Valdemara iela 2A, Riga LV-1050, Latvia, registered with the Register of VAT Payers of the Republic of Latvia with number LV90000158236. The settlement account with: LV35 LACB 0EUR 1750 5010 0, BIC LACBLV2X.

14.2 The CONTRACTOR – Gunnebo Deutschland GmbH, Carl-Zeiss-Straße 8, 85748, Garching, Germany, registered with Amtsgericht München with No. HRB 156915, VAT Payer's No. DE145766746. The settlement account with [..]:

The CUSTOMER

The CONTRACTOR

*(Signature)*

*(Signature)*

\_\_\_\_\_ 2019

\_\_\_\_\_ 2019



List of Annual Technical Maintenance Routines at Latvijas Banka Branch at  
Bezdelīgu iela 3, Rīga

[..]

List of Annual Technical Maintenance Routines at Latvijas Banka's Liepāja  
Branch at Teātra iela 3, Liepāja

[..]

Costs and Expenditures for the Repairs of the VAULT DOORS (Paragraph 4.3 of the CONTRACT)

	Cost item	Amount
1.	Man-hour of one CONTACTOR'S representative	79,13 €
2.	Travel time compensation of one CONTACTOR'S representative (per hour)	71,43 €
3.	Transport and accommodation	Invoiced on the basis of actual costs, proved by documents; conditions: economy class flight; three-star hotel accommodation.

Riga \_\_.\_\_\_\_\_. 2019

## CONFIDENTIALITY AGREEMENT

No. \_\_\_\_\_

Latvijas Banka (hereinafter referred to as the "BANK") duly represented by [..], acting under Paragraph 54 of the BANK'S Board Regulation No. 1256/11 "The Procedure for the Contract Management" and Paragraph 13.1 of contract No. LB-07/2019/305 "On the Technical Maintenance and Repairs of the Vault Doors and Security Equipment of Latvijas Banka's Riga Branch and Liepāja Branch" concluded between the BANK and Gunnebo Deutschland GmbH on \_\_.\_\_\_\_\_. 2019 (hereinafter referred to as the "CONTRACT"), as the party of the first part,

Gunnebo Deutschland GmbH (hereinafter referred to as the "COMPANY") duly represented by [..], acting under the company charter, as the party of the second part, and

\_\_\_\_\_ (*name, surname*) (*identity number*) \_\_\_\_\_ - \_\_\_\_\_ (*identity number*) (hereinafter referred to as the "PERSON"), as the party of the third part (the BANK, COMPANY and PERSON shall be hereinafter jointly referred to as the "PARTIES" and each individually shall be also hereinafter referred to as the "PARTY"),

conclude the following Confidentiality Agreement referred to in Paragraph 9.4 of the CONTRACT (hereinafter referred to as the "Agreement").

1. The AGREEMENT shall specify the responsibility of the PARTIES and the terms of management of confidential information to be disclosed to the PERSON.

2. Any oral, written information or information recorded in any other technical way that is not publicly available and is directly or indirectly related to the BANK'S building and territory at Bezdēlīgu iela 3, Riga or Teātra iela 3, Liepāja (hereinafter referred to as the "BUILDINGS"), the systems installed (or to be installed) in the BUILDINGS or the BANK'S activity shall be deemed confidential information (hereinafter jointly referred to as "confidential information"). Confidential information shall include, but shall not be limited to information on the vault doors and security equipment installed (to be installed) in the BUILDINGS and other technical documentation of the BUILDINGS.

3. The BANK shall allow, the COMPANY shall disclose and the PERSON shall undertake to obtain and use confidential information solely to the extent and for the purpose of carrying out the activities objectively necessary for the fulfilment of the PERSON'S tasks entrusted (see Paragraph 4 of the AGREEMENT) and the performance of the COMPANY'S obligations referred to in the CONTRACT. The COMPANY shall be allowed to disclose confidential information to the PERSON only after the entry into force of the present AGREEMENT.

4. The PERSON shall undertake to use confidential information solely for the purpose of fulfilling the PERSON'S tasks entrusted:

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(a short description of the tasks entrusted and the legal basis therefor including the type of legal relationship (e.g. a company's contract or an employment contract), the name of the enterprise, its registration number and the position under which the PERSON performs the respective tasks).

5. The PERSON shall undertake not to disclose confidential information to other persons including other employees of the COMPANY or the BANK or not to make it available to them in any other way, except in cases required by the COMPANY.

6. The PERSON shall undertake not to film or take photos on the premises and in the territory of the BUILDINGS and to comply with other BANK'S instructions regarding the management of confidential information.

7. Following the performance of the tasks referred to in Paragraph 4 of the AGREEMENT, the PERSON shall undertake to immediately return any confidential information recorded in writing, digital or any other technical way, including any copies, available to it to the COMPANY or destroy it by confirming the respective fact of destruction to the COMPANY in writing. Confidential information shall be destroyed in a way that rules out any possibility of obtaining or restoring the confidential information from the respective medium. The PERSON shall not have an obligation to destroy confidential information to be stored in accordance with the requirements of regulatory enactments.

8. Upon the receipt of the BANK or COMPANY'S request, the PERSON shall undertake to immediately return any confidential information recorded in writing, digital or any other technical way, including any copies, available to it, to the BANK or the COMPANY or to destroy it by confirming the respective fact of destruction in writing.

9. The COMPANY shall undertake to reimburse for any expenses and losses related to the damages and losses incurred by the BANK and caused by the non-compliance with the terms and conditions of the present AGREEMENT by the PERSON. The PERSON shall be directly liable to the COMPANY for any damage and loss incurred by the BANK and referred to in this Paragraph.

10. The PERSON shall immediately inform the BANK ([..]) on any event when, according to information available to the PERSON, the COMPANY, its employee, external expert or authorised representative is likely to have failed to comply with the terms of management of confidential information referred to in the CONTRACT.

11. The AGREEMENT shall take effect upon its signing by all three PARTIES and remain in effect for an indefinite period of time. The termination of the CONTRACT shall not affect the effectiveness of the AGREEMENT.

12. Any claim and dispute between the PARTIES shall be resolved by way of mutual negotiations. Where disagreements are not resolved in this way, they shall be settled in accordance with the procedure prescribed by the regulatory enactments of the Republic of Latvia. The place of the court proceedings shall be Riga, Latvia.

13. Amendments to the AGREEMENT shall be made by the PARTIES in writing, and they shall become an integral part of the AGREEMENT at the moment of its signing by all three PARTIES.

14. The AGREEMENT has been drawn up on 3 (three) pages in 3 (three) copies, of which one copy shall be delivered to the BANK, the other to the COMPANY, but the third to the PERSON.

15. DETAILS OF THE PARTIES

15.1 The BANK: Latvijas Banka, K. Valdemāra iela 2A, Riga, LV-1050, registered with the Register of VAT Payers of the State Revenue Service of the Republic of Latvia with No. LV 90000158236. The settlement account with: [..].

15.2 The COMPANY: Gunnebo Deutschland GmbH, Carl-Zeiss-Straße 8, 85748, Garching, Germany, registered with Amtsgericht München with No. HRB 156915, the VAT Payer No. DE145766746. The settlement account with: [..].

15.3 The \_\_\_\_\_ PERSON:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (name, surname, identity code, declared residential address).

BANK

COMPANY

PERSON

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