Agreement

ID:

**Made in accordance with Section 1746(2) of Act No. 89/2012 Coll., the Civil Code,**

**as amended**

This Consulting Services Agreement (the "**Agreement**") is made in accordance with Section 1746(2) of Act No. 89/2012 Coll., the Civil Code (the "**Civil Code**"), as amended, between the following parties:

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| **ORLEN Unipetrol RPA s.r.o.** |
| Litvínov, Záluží 1, 43670  Company ID No.:27597075  Taxpayer ID No.: CZ27597075  Registered in the Commercial Register maintained by the court in Usti and Labem, Section C, file no. 24430  Represented by:  (the "**Company**") |

and

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| --- | --- | --- | --- |
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| Company ID No.:  Taxpayer ID No.:  Bank details:  Account No:  IBAN (EUR):  IBAN (CZK):  BIC:  Registered in the maintained by the , Section , File No.  Represented by:  (the "**Contractor**") | | |  |
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**WHEREAS:**

1. The Company and Contractor intend to enter into the consulting services agreement;
2. The performance under the Contract shall be primarily provided to the Company by Contractor, however, based on the Contractor Terms which form an integral part of the Contract, certain rights and obligation in connection with the performance of the Contract also arise to Contractor;

**the Parties enter into this Agreement.**

1. Subject of the Agreement
   1. Under this Agreement, the Company engages Contractor to provide, and Contractor agrees to provide, to the Company the services related to the project “XXXXXX” set out in the proposal (the "**Proposal**") forming Annex 1:

(such services hereinafter the "**Services**" and an engagement under the Proposal Letter and this Agreement hereinafter the "**Engagement**").

* 1. The Company undertakes to accept the Services subject to the terms and conditions specified herein and to pay Contractor Fees set out in Article 6 of this Agreement.
  2. The rights and obligations of the Parties with respect to the Services and the Engagement are governed by this Agreement and Terms which form an integral part of this Agreement and are attached hereto as Annex 2 (the "**Terms**"). In the event of conflict between this Agreement and the Terms, the provisions of the Agreement will prevail.
  3. Unless expressly stipulated otherwise in this Agreement, capitalized terms and definitions used but not defined in this Agreement have the same meaning and interpretation given them in the Terms.

1. PROVISION OF SERVICES
   1. Contractor will provide the Services with reasonable care and skill in a proper and professional manner consistent with industry best practice. Any claim by the Company against Contractor under this clause must be made within sixty (60) days from the end of the term of the Agreement.
   2. The Company agrees to actively cooperate in the delivery of the Services, Deliverables and any Contractor Tools in accordance with Terms.
   3. Contractor will not be responsible for any delay, failure to perform, or alteration of the Services or Deliverables, or any loss or corruption of Company Data due to: (a) any failure by the Company to actively cooperate with Contractor in the provision of the Services or to comply with its responsibilities under this Agreement, (b) any breach by the Company of the Agreement; or (c) the occurrence or continuation of any Force Majeure Event.
   4. Contractor shall commence provision of the Services on … 2024 and terminate them no later than … 2024, if not agreed otherwise.
   5. The output of the provision of the Services is a final report prepared by CONTRACTOR in accordance with, and within the deadlines agreed in, this Agreement (the "**Final Report**").
   6. … was appointed by Contractor to deal with the Company and be in charge of the consulting team.
2. the scope of RIGHTS AND OBLIGATIONS OF CONTRACTOR
   1. Contractor is a party to the Contract only with respect to its rights and obligations specified in the Terms.
3. InTellectual Property Rights
   1. Title to all drawings, bills of material, flow diagrams, specifications, designs, information and data prepared by Contractor hereunder shall remain the property of Contractor. Client or its assigns pursuant shall have the right to use the information furnished it by Contractor, including but not limited to further study, construction, operation, and maintenance of the Units and shall not disclose it to others except to the extent necessary to accomplish the construction, operation and maintenance of the Units, and provided the recipient first executes a confidentiality agreement in writing, no less binding than the confidentiality obligations imposed on Client in this Section.
4. FeeS and Terms of Payment
   1. In consideration of the Services performed by Contractor under the Contract and in consideration of the Services under the present Contract, Contractor shall be entitled to the remuneration of EUR ---,- plus VAT (if applicable) (hereinafter the “**Contract Fee**”).
   2. The Contract Fee covers Contractor professional fees and includes expenses (for travel, research, database use etc).
   3. The Contract Fee does not include applicable taxes. Contractor will charge, and the Company will pay, all applicable taxes in connection with the Engagement including but not limited to, sales, use, excise, value-added, business, goods and services, consumption, withholding, and other similar taxes and duties, as well as penalties and interest, if any. The Company shall be responsible for paying any tax, levy or other duty related to any invoice issued by Contractor, and applicable in accordance with the Company’s local laws.
   4. Client shall pay in accordance with Article 5.4 hereof, and Contractor shall accept as compensation for the Work and Services, according to the following payment schedule:

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* 1. The Parties agree, that the Company shall accept all invoices issued in accordance with this payment schedule without any further notice and thereby accept the fact, that Contractor has begun providing its Services agreed on herein, and that such Services are in line with the respective invoiced amount. The Company is obliged to issue the acceptance within 5 Business Days after the last project milestone has been reached. Contractor is entitled to issue the last invoice immediately after receipt of acceptance or if Contractor does not receive the Company’s written acceptance within 5 Business Days after reaching such last milestone, the Deliverables shall be deemed accepted and Contractor is entitled to issue the invoice from the 6th Business Day.
  2. To the extent the Engagement terminates before completion for any reason, the Company will pay Contract Fees incurred for all Services and Deliverables up to the date of termination, together with expenses incurred by Contractor, through such date.
  3. Contractor shall issue and the Company shall accept electronic / paper-based invoices. Contractor acknowledges, that the Company only accepts invoices if they fulfil the following requirements and contain the following data, respectively: [to be filled as appropriate (e.g. purchase order number, any further documents etc.]. The Company shall provide the purchase order number to Contractor in writing as soon as possible, but not later than two (2) weeks before reaching the first date or milestone determined above in the payment schedule.
  4. Contractor shall send its invoice(s) to the Company to the electronic address:

The contact person for issues related to invoicing on behalf of Contractor:

email: [faktury.rpa2@orlenunipetrol.cz](mailto:faktury.rpa2@orlenunipetrol.cz)

The Parties agree that the invoice shall be deemed as received by the Company, if duly sent to such contact person.

* 1. Payments shall be made within 60 days upon receipt by the Company of the invoice by wire transfer to the bank account as stipulated above in the contact details of Contractor.
  2. If any tax residency certification is needed from Contractor, the Company should inform Contractor in advance. The Company should provide to Contractor with reasonable time for arranging of such certification to prevent any withholding tax deduction from the invoice payment, if relevant.
  3. The Company shall settle all financial amounts only on the bank account of the Contractor published by the Czech tax administrator by remote access and conducted by the payment service provider in the Czech Republic. The Contractor is obliged to notify the Company of the bank account number that meets the above mentioned criteria. Until the account number is notified, that is published by the Czech tax administrator by remote access; the Company shall not be in default with payment of invoice.

In case the Contractor becomes an unreliable payer within the meaning of Act No. 235/2004 Coll., on Valued Added Tax, the Contractor agrees with the fact that the Company will settle part of the Contractor´s invoices corresponding to the amount of VAT directly onto the tax administrator´s bank account as described in § 109a Act No. 235/2004 Coll., on Value Added Tax; the taxable amount will be settled onto the Contractor´s bank account.

1. LiQUIDATED DamageS FOR DELAY, GUARANTEES AND WARRANTIES
   1. Contractor will exert all reasonable efforts to comply with the time schedule agreed upon for the Project. However, Contractor shall not be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations is delayed by any reason which is beyond the reasonable control of Contractor.

In case of delay in relation to the achievement of the final report issued for comments to Company for reasons solely attributable to Contractor, Contractor will pay as Liquidated Damages an amount of 0,5% for each complete week of delay up to a maximum of 20% of the Contract value; prior to imposing Liquidated Damages for delay, Company will grant to Contractor a grace period of 2 weeks. The payment by Contractor of such Liquidated Damages for delay shall represent the sole and exclusive remedy and the sole liability of the Contractor for delay in completion. No delay damages will be due if the delay is not attributable to Contractor.

* 1. Contractor shall notify in writing the Completion of the Services and Client shall make the reviews and verifications it may deem appropriate to determine if the Services have been performed in accordance with the plans, details, sketches, specifications, instructions and provisions of the Contract.

Warranty Period shall last 12 months from the Completion of the Services. If Client, within a period thirty (30) continuous-day term, does not state any objection to the Services performed, the Services shall be deemed accepted, and the Provisional Acceptance of the Services shall be issued and/or shall be deemed to have been issued. Final Acceptance of the Services shall be issued by Client once elapsed the warranty period.

* 1. Contractor shall perform the Services hereunder with the reasonable degree of skill and care consistent with the engineering standard generally accepted for this type of Services performed at the time and place of performance..
  2. In case of defects in Services attributable to Contractor, Contractor shall at its own cost and expense re-perform such defective Services, as sole and exclusive remedy. Contractor's liability for all warranties and guarantees arising pursuant to this Agreement is conditioned upon Client giving Contractor written notice with reasonable promptness upon discovery of each and every error.

In case of re-performance of Services during the warranty period, the Services will be subject to a new warranty of 12 months. Such new warranty period, however, will not extend beyond 24 months from completion of Services.

Unless Contractor has been relieved sooner of the guarantee and warranty obligations set forth in this Article 10.0, Contractor's liability for all guarantees and warranties, except for title, shall expire twelve (12) months after the completion of the Services..

1. compliance with law

This Agreement shall be construed, interpreted, governed and controlled by English Law.

1. Confidentiality and Data Protection

All information (including but not limited to documents, data, know-how, procedures, personal data and the like, whether of technical or commercial nature) provided by Contractor (by virtue of this Agreement shall be considered as confidential, treated with due care, and may not be (i) disclosed to third parties, (ii) copied or (iii) used for any other purpose than the accomplishment of the Services under this Agreement without Contractor’s prior consent.

In addition to the aforesaid, receiving party of whichever Personal Information Data contained in the said information shall (i) comply with the applicable laws concerning Data Protection and shall (ii) commit to protect the Personal information data with the data protection standards of such laws.

Upon termination and/or completion of the relevant Services, Company shall destroy, on an immediate basis, all such information which contains Personal Information Data as well as all other documents that reflect such..

1. Term of Agreement
   1. This Agreement is concluded for a fixed term commencing on Contractor and terminating by completion of the project, unless the Parties agree otherwise in writing.
   2. Company shall have the right at any time to terminate the Services at any stage of its progress upon thirty (30) days written notice to Contractor. Contractor shall have the right to terminate the Services or any part thereof in the event that Company suspends the Services or has suspended the Services or such part thereof for more than thirty (30) days, and Company does not within thirty (30) days after the date of suspension give written notice to Contractor to resume performance within such thirty (30) day period.
   3. To the extent this Agreement or the Engagement terminates prior to completion for any reason, the Company will pay the Fees incurred for Services performed, Deliverables provided and Contractor Tools accessed up to the date of termination.
2. Final Provisions
   1. Any notices and communications made in compliance with this Agreement must be made in writing and delivered by hand or registered mail to the address of the respective Party’s registered office specified in the headings of this Agreement, unless a Party notifies the other Party of any change of the mailing address. The time of delivery is deemed to be the time of confirmed acceptance. The Parties may agree in advance that documents and correspondence may be sent by electronic mail in individual specific cases.
   2. Any modifications and additions to this Agreement can only be made in writing, in the form of supplements to this Agreement numbered in succession.
   3. Contact persons:

Contractor:

Company:

* 1. Any dispute or difference of any kind whatsoever, arising between Company and Contractor in relation to the Contract, and which cannot be amicably settled between the parties, shall be referred and finally settled by arbitration under the Rules of International chamber of Commerce (ICC), by one arbitrator appointed in accordance with the said rules. The arbitration proceedings shall take place in London, England, and shall be conducted in the English language.
  2. If any provision of this Agreement or the Terms is or becomes invalid or ineffective, this does not affect the other provisions of this Agreement or the Terms which remain in force and effect. In such case the Parties undertake to reach an agreement and replace the invalid/ineffective provision by a new one, valid and effective, which best corresponds to the originally intended purpose of this Agreement.
  3. This Agreement is executed in 2 counterparts, being deemed to be originals, and either Party shall retain one counterparts.
  4. This Agreement comes into force and effect on the date of its signing by the authorized representatives of the Parties.
  5. The following annexes are integral parts of this Agreement as of the date of signing hereof:

Annex 1 - Proposal from Contractor (technical and business)

Annex 2 – Scope of services

Annex 3 - Contractor Terms

Prague, …………………… Prague, ………………….