

## AGREEMENT

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

### on the supply of active equipment and provision of services in the implementation of the open broadband fibre-optic network RUNE

between

**Rune Enia d.o.o.**

Partizanska cesta 109, 6210 Sežana, Slovenia

Tax ID number: SI36467383

Registration number: 8439087000

represented by the Directors

**Goran Živec and Fabrice de Seze**

(hereinafter referred to as "Enia")

and

**Rune Crow d.o.o.**

Veprinac, Tumpiči 16, 51414 Ičići, Opatija, Croatia

Tax ID number: HR06535522670

Registration number: 0403999926

represented by the Directors

**Saša Ukić and Fabrice de Seze**

(hereinafter referred to as "Crow")

(Enia and Crow are hereinafter referred to collectively as "Client"),

and

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represented by \_\_\_\_\_

Tax ID number: \_\_\_\_\_

Registration number: \_\_\_\_\_

(hereinafter referred to as "Contractor")

## **Article 1 PRELIMINARY PROVISIONS**

The terms used in this Agreement shall have the following meaning:

**AAN – Active access node** – a telecommunications’ container and the active communication equipment, necessary to deliver Rune services to a specific geographic area;

**AGGN – Aggregation node** - a telecommunications’ container and the active communication equipment, necessary to aggregate communication traffic for several AAN, on a wider (regional) geographic area. AGGN might be situated in the same location as AAN, or in a separate one;

**FAT - Final Acceptance Test** – a specific period in time, where all functionalities of a specific active node (AAN, AGGN or ISPCN) are tested and confirmed fully compliant to Clients’ requests;

**ISPCN – Internet service provider connection node**, referred elsewhere also as Core network - a telecommunications’ container or pre-existent room and the active communication equipment, necessary to aggregate communication traffic for several AGGN, on a wider (sub-national or national) geographic area. ISPCN might be situated in the same location as AGGN, or in a separate one;

**PAT - Provisional Acceptance Test** - a specific period in time, where all functionalities of a specific active node (AAN, AGGN or ISPCN) are partially tested and confirmed compliant to Clients’ requests, as defined in the RFFO documentation;

**RFFO - Request for Final Offer** – documentation, which also this draft agreement is part of;

**RFQ - Request for Quotation** and **RFI – Request for Information** – are two formal procedures the Client has already conducted to refine its requirements and expectations. Relative documents available on Rune’s website.

## **Article 2 SUBJECT MATTER OF THE AGREEMENT**

- 2.1. The Parties hereby agree that the Contractor shall supply the equipment and provide services for the **implementation of the telecommunication system for the open-access broadband fibre-optic network Rune**.
- 2.2. The technical description of the Rune network solution is provided in *Appendix 1 - Agreed Minimum Technical Specifications*. The equipment and services covered by this Agreement are set out in the specification of the equipment and services comprising of documents *Appendix 2 – High Level System Design* and *Appendix 3 – Bill of offered quantities and Bill of offered materials and services*.

The Agreement is prepared in accordance with the accepted Contractor's offer No. \_\_\_\_\_ of \_\_\_\_\_ (Appendix 6).

- 2.3. The Contractor ensures that the supplied equipment and rendered services form a fully functional coherent technical system (hereinafter also referred to as "functioning system"), and that the equipment and services supplied comply with the Client's requirements laid down in the documents \_\_\_\_\_, which were sent to the Contractor by e-mail \_\_\_\_\_ (e-mail message entitled "RFFO \_\_\_\_\_") and which are attached to this Agreement as its Appendices, as well as with the Client's subsequent written clarifications agreed with the Contractor.
- 2.4. The Contractor undertakes to carry out all works in accordance with this Agreement and the relevant projects, regulations, norms and standards. It shall also comply with professional rules of conduct and, upon completion of the works, hand over the functioning system (by individual lots and as a whole) to the Client.
- 2.5. In the event that the requirements or provisions of different documents conflict or exclude each other, the documentation shall be taken into account according to the following hierarchy:
- the main text of this Agreement;
  - the provisions laid down in the RFFO documentation of the Client;
  - the provisions laid down in the Contractor's offer;
  - other documentation of the Client;
  - other documentation of the Contractor.

### **Article 3 PRICES**

- 3.1. The Contractor shall supply the equipment and perform the services at:
- prices set forth in *Appendix 4 - Reference Price List of Materials and Services Offered by Individual Components With Codes for Order Placement During the Warranty Period* denominated in EUR and
  - discounts related to the price erosion dynamics as specified in *Appendix 5 - Price Erosion Dynamics specified per each component of the Reference Price List*.
- The prospected value of the Agreement is (written in words) \_\_\_\_\_.
- 3.2. The value of the Agreement comprises:
- a technical solution for network access level;
  - a technical solution for network aggregation level;
  - a technical solution for the network's core part;
  - a technical solution regarding the interconnection between all network levels and the interconnection between core equipment in Slovenia and Croatia;
  - the supply, installation and commissioning of the equipment;
  - guidelines and/or instructions for handling and installation of the functioning system as a whole

- training for persons designated by the Client, namely for 10 persons (for "first level support and maintenance" related to the equipment supplied), including the issuing of relevant certificates of competence;
- under-warranty and post-warranty equipment maintenance;
- the support of the principal (the manufacturer of the equipment) and the right to any software updates (updates and upgrades) that are necessary for the functioning of the supplied devices and the provision of open broadband network services to both household and business users within the entire warranty period;
- ONT equipment in quantity laid down in the *Appendix 1 – Agreed Minimum Technical Specifications*, chapter 1.1.9;
- any fees for licences, rights or entitlements charged by the Contractor or the Manufacturer with regard to the provision of any access equipment functionalities, expressed in value per access port;
- any fees for licences, rights or entitlements charged by the Contractor or the Manufacturer with regard to the provision of any aggregation and core equipment functionalities, expressed in value per item of equipment or port;
- insurance of the system at the delivery stage (up to FAT);
- the (participation in the) performance of the FAT and PAT in accordance with the Client's requirements;
- the cost of all procedures needed to prove that the requested functionalities have been delivered (wholesale model-related functionalities must be tested and confirmed, shaping and policing to limit bandwidth - queuing and policing on Ingress and Egress, Remote Packet Capture functionality established, Video Channel Analyzer functionality established); based on the testing methodology the Contractor has proposed in the bidding procedure and the Client has been approved. More details in Appendix 1 – Minimum Technical Requirements, Appendix 9 – Provisional Acceptance Test (PAT) Protocol and Appendix 10 – Final Acceptance Test (FAT) Protocol documents.
- technical documentation which describes the system functionalities and all of its components "as built"

3.3. The value of the Agreement excludes maintenance after the successfully performed quality inspection (PAT), which will be carried out by the Client itself. Maintenance carried out by the Client or persons trained by the Contractor in accordance with this Agreement shall be without prejudice to the provisions of this Agreement regarding the Contractor's liability and given guarantees.

#### **Article 4 PAYMENT TERMS**

- 4.1. The Client shall make the payments under this Agreement as follows:
- 90% of the value of the equipment supplied in each delivery (location) shall be paid within 60 days following the successfully performed PAT procedure (Provisional Acceptance Test) for each location and each network level (if there is equipment for several active network levels in the same location, the PAT and FAT are performed separately for each level and each location);

- 10% of the value of the equipment supplied in all deliveries shall be paid within 60 days following the successfully performed FAT procedure (Final Acceptance Test) for each location;
- 50% of the value of services for each location within 60 days following the successfully performed PAT for each location;
- 50% of the value of services for each location within 60 days following the successfully performed FAT for each location;
- The Client shall pay the value added tax within the same time-limits as the invoices.

4.2. The Contractor shall invoice the delivery of equipment and the performance of the service separately for each location.

If the Contractor and the Client agree on the date of prepayment, the Client shall fulfil its payment obligation before the deadline specified in the Agreement, and the Contractor shall grant the Client a financial discount at the 3-month Euribor rate plus 6% per annum, for the period from the date of payment to the maturity date of the invoice.

The Contractor shall issue a credit note to the Client in the amount of the financial discount at least three (3) working days before the prepayment date.

4.3. Payments shall be made into the transaction account of the Contractor:  
**No.** \_\_\_\_\_ **held at**  
 \_\_\_\_\_.

When transferring funds, the Client must quote the reference number as provided by the Contractor on the invoice.

## **Article 5 DEADLINES**

5.1. The Contractor shall deliver the equipment to the locations listed in *Appendix 11 – AAN list* in accordance with the indicative time schedule annexed to this Agreement as *Appendix 8 – Prospected Delivery Plan*, which will be amended during the execution by a more precise three-month rolling plan, defined by the construction contractors for individual locations and will be shared with the Contractor before the fifth day of each month.

At least one (1) week prior to the indicative delivery time the Client shall confirm to the Contractor by means of an e-mail sent to the Agreement administrator both the indicative delivery date set in the indicative time schedule as well as that the location is ready for the equipment to be installed and the services to be performed, whereby it shall be deemed that the delivery date has been confirmed, and the quantity for that specific delivery is firm.

Failing this, the Contractor cannot guarantee delivery according to indicative delivery times.

5.2. Upon delivery of the equipment to the relevant location, the Client shall provide the Contractor with a key to the premises in which the equipment is to be installed and services rendered in accordance with this Agreement.

In this respect, the Contractor and the Client shall sign a record of work commencement.

- 5.3. The Contractor shall carry out the installation of the equipment at a specific location within five (5) working days from the signature of the record of work commencement for that same location (hereinafter referred to as: installation deadline).

## **Article 6 ASSIGNMENT OF CLAIMS**

- 6.1. The assignment of claims under this Agreement to a third party is possible only with the written consent of the Client.

## **Article 7 CONTRACTUAL PENALTIES**

- 7.1. If during the performance of this Agreement the Contractor fails to comply with the contractually agreed deadlines due to reasons on its part, the Client shall be entitled to impose a contractual penalty of 5‰ (five per mille) of the value of the delivery/deliveries that are not complying with the contractual deadline, for each day of delay according to the three-months rolling plan. Early deliveries will not be subtracted from the delays. Total penalties under this Agreement cannot exceed 5% (five percent) of the total contract value.
- 7.2. In case the total calculated penalties according to the point 7.1. of this article exceed 8% (eight percent) of the total contract value the Client has the right to terminate this contract for reasons on the Contractor's side. Delays due to force majeure do not concur in the calculation.
- 7.3. The payment of the contractual penalties and/or early termination of this contract due to reasons on the Contractor's side shall not relieve the Contractor of contractual obligations and of the right of the Client to claim damages for the loss suffered as a result of the Contractor's failure to comply with the contractual provisions.  
Upon payment of an invoice, the Client reserves the right to impose, subject to prior notification to the Contractor, a contractual penalty for late performance or delivery.

## **Article 8 PACKAGING, TRANSPORTATION AND STORAGE**

- 8.1. All equipment to be handed over from the Contractor to the Client under this Agreement must be installed, updated to the latest available software version and configured for operation in a functioning system. The liability for destruction of equipment or damage to it shall be transferred to the Client upon the date of the take-over of equipment established on the record (PAT).
- 8.2. The Client shall take delivery of equipment as installed and tested. Upon taking delivery, a Final Acceptance Test (FAT) report shall be signed in

accordance with the terms of the Client's tender documentation and the terms of this Agreement.

- 8.3. Until the PAT report is signed, the equipment is owned by the Contractor and the Contractor shall be liable for any damage, theft, accidental destruction or other events related to the equipment covered by this Agreement.
- 8.4. The Contractor is obliged to promptly dispose of any packaging delivered in the execution of this contract before the request of PAT and FAT for each individual location.

## **Article 9 QUALITY AND CERTIFICATES**

- 9.1. The Contractor declares that all equipment supplied under this Agreement has the necessary certificates for its use and connection to the network, in accordance with the statutory requirements and requirements of this Agreement. The Contractor also undertakes that all equipment supplied shall meet the electromagnetic compatibility requirements and the conditions for connection to the mains voltage in the Republic of Slovenia and the Republic of Croatia, and that it shall be labelled according to the relevant regulations.
- 9.2. In the event that the Client incurs any damage due to the quality or failure of the equipment or the unprofessional performance of the service under this Agreement, the Client shall have the right to request delivery in the agreed quality and to claim compensation from the Contractor as well as to order new adequate equipment or service from another Contractor and to charge the Contractor for the costs of such supply and for the related damage.
- 9.3. In so far as it is established that the equipment or service does not meet the conditions of Article 2 of this Agreement and this results in damage to the Client, the Client shall have the right to request the replacement of the equipment and to exercise its right to compensation for actual loss.

The Contractor shall be required to replace the equipment that does not meet the technical requirements with the equipment that meets these requirements at its own expense.

- 9.4. The Contractor shall be liable for economic damage resulting from equipment operating faults or system malfunction or from the provision of service following the successful completion of the FAT that is not the result of improper use and maintenance by the Customer.

## **Article 10 SYSTEM CONSTRUCTION**

- 10.1. In accordance with the requirements of Article 2 of this Agreement, the Contractor shall carry out the delivery of equipment as well as its

installation, setting, commissioning and configuration, until the system is fully operational.

At the time of delivery of the equipment to the relevant location, the Contractor shall be provided with a key to the premises where the equipment is to be installed. The Contractor shall return the key to the Client when the PAT report is signed. In the period between the time of delivery of the equipment to the relevant location and until the signing of the PAT report, which only the Contractor shall have access to the relevant location. If the Contractor fails to successfully conduct individual PAT in the second try the Contractor must return the key to the Client. This does not relieve the Contractor from his contractual obligations related to the responsibility over the active equipment, as the Client must be able to proceed with other works in the AAN container.

## **Article 11**

### **PROVISIONAL ACCEPTANCE TEST (PAT)**

- 11.1. The required functionalities that must be met by the functioning system at the moment the PAT for each network level is performed, are laid down in *Appendix 9 - Provisional Acceptance Test (PAT) Protocol* to this Agreement.
- 11.2. After testing the equipment at each location, the Parties are obliged to perform the PAT for each network level so as to verify that the required functionalities have been implemented.
- 11.3. The Contractor shall invite the Client to perform the PAT within maximum ten (10) working days of the expiry of the installation deadline referred to in Article 5(3) of this Agreement and the Client shall respond to such a request at the latest within five (5) working days of its receipt. The Contractor must ensure its participation in the performance of the PAT so that the PAT is completed within twenty (20) working days of the expiry of the installation deadline.
- 11.4. After the PAT has been performed, the Client and the Contractor shall immediately sign the partial acceptance test document.
- 11.5. Should the PAT not be completed within the period specified in Article 11(3) of this Agreement for reasons on the Client's side, the PAT shall be deemed to have been successfully completed, the warranty period shall begin, and the provisions of Article 4(1) regarding the final settlement of the Agreement shall take effect.
- 11.6. Upon the successful performance of the PAT, the supply of equipment and services up to the PAT phase for a particular location shall be deemed to have been completed. In the event of duly recorded deficiencies identified in the framework of the PAT, the Contractor shall remedy all the identified deficiencies within the time limit set in the PAT record for the facility in question and mutually agreed between the Parties but not more than 10 (ten) days. The Contractor shall inform the Client of the elimination of deficiencies in writing, namely by sending an e-mail to the Client's contact e-mail address at the latest by the deadline for remedying deficiencies.



- 11.7. In the event of duly recorded deficiencies identified in the framework of the PAT, it shall be deemed that the date of the successfully completed PAT for each individual location is the date of the re-performance of the PAT that takes place within ten (10) days of the expiry of the deadline for the elimination of all deficiencies identified in the previous PAT record under the condition that neither new nor already identified deficiencies are present. The re-performance of the PAT shall be carried out in accordance with the provisions *mutatis mutandis* and within the deadlines for the performance of the PAT referred to in the preceding Articles until all the deficiencies are removed.
- 11.8. In case the deficiencies are identified also in the second round of PAT, this will be considered a late delivery
- 11.9. A successfully performed PAT shall entitle the Contractor to invoice the Client for the supply of equipment and services according to this Agreement. The Contractor cannot charge the Client for any services and supply of equipment for a particular location and/or network level until such time as it is duly recorded that the PAT has been successfully performed.
- 11.10. The Parties agree that both the PAT and FAT can be performed or may occur simultaneously.

## **Article 12 FINAL ACCEPTANCE TEST (FAT)**

- 12.1. The required functionalities that the functioning system must meet at the moment the FAT for each network level is performed are laid down in *Appendix 10 - Final Acceptance Test (FAT) Protocol* to this Agreement.
- 12.2. After testing the equipment at each location, the Parties are obliged to perform the FAT for each network level so as to verify that the required functionalities have been implemented.
- 12.3. The Contractor shall invite the Client to perform the FAT within ten (10) working days of the deadline for establishing the first operator service for each network level referred to in Article 12.1 of this Agreement, and the Client shall respond to such a request at the latest within five (5) working days of its receipt. The Contractor must ensure its participation in the performance of the FAT so that the FAT is completed within twenty (20) working days of the expiry of the deadline referred to in the previous sentence.
- 12.4. After the FAT has been performed, and the promissory note according to 14.5 of this Agreement is given to the Client, the Client and the Contractor shall immediately sign the acceptance test document.
- 12.5. Should the FAT not be completed within the period specified in Article 12.3 of this Agreement for reasons on the Client's side, it shall be deemed that the FAT has been successfully completed with regard to the part of the

network that is subject to the inspection, and the provisions of Article 4.1 regarding the final settlement of the Agreement shall take effect.

- 12.6. Upon the successful performance of the FAT, the supply of equipment and services up to the FAT phase for a particular location shall be deemed to have been completed. In the event of duly recorded deficiencies identified in the framework of the FAT, the Contractor shall remedy all the identified deficiencies within the time limit specified in the FAT record and defined by the Client. The Contractor shall inform the Client of the elimination of deficiencies in writing, namely by sending an e-mail to the Client's contact e-mail address at the latest by the deadline for remedying deficiencies, and shall invite the Client to perform a reinspection.
- 12.7. In the event of duly recorded deficiencies identified in the framework of the FAT, the FAT shall be performed again within ten (10) working days of the expiry of the deadline for the elimination of all deficiencies identified in the previous FAT record. It shall be deemed that the FAT for each location has been successfully performed on the date on which it is confirmed in the FAT final record that all deficiencies have been eliminated.
- 12.8. A successfully performed FAT shall give the Contractor entitlement to invoice the Client for the uncontested part of the contract value under this Agreement.
- 12.9. The Parties agree that both the PAT and FAT can be performed or may occur simultaneously.
- 12.10. Before the invitation according to 12.3. of this Agreement for the last FAT the Contractor must prepare and submit for validation to the Client *technical documentation with detailed description of the system and all of its components and functionalities "as built"*.
- 12.11. Only upon the validation of the document in 12.10 of this Agreement the invitation for the last FAT can be made. Failure to produce the document will be considered a delay according to article 7 of this contract for 10 % of the contractor's value.

### **Article 13 PERFORMANCE GUARANTEE**

- 13.1. The Contractor shall present to the Client an unconditional bank guarantee or another equivalent document (draft text in *Appendix 14 – Unconditional Bank Guarantee*), for the value of 10% of the accepted offer value, with the validity for the duration of this contract plus three months, as an assurance for due and proper performance of the subject of this Agreement.
- 13.2. In case the Contractor fails to deliver in time or at agreed quality, for reasons on his behalf, at any time during the Agreements' execution, the Client will issue a first warning, and give an additional 14 days period to the Contractor to honour his obligation.
- 13.3. In case the delays in the execution in works and/or the qualitative issues, described in the warning notice according to the previous point, are not

brought in-line with the agreed ones, the Client will request the issuing Bank to pay part or whole amount of the guarantee.

- 13.4. In case part or whole amount of the guarantee has been consumed, and the Contractor is still capable and willing to fulfil his obligations according to this Agreement, the guarantee must be replenished to full value and for the full duration, as per point 13.1.

#### **Article 14 WARRANTY GUARANTEE**

- 14.1. The warranty period for hardware and software and technical services under Article 2 of this Agreement is seven years (one year plus six (6) years) from the date of the PAT or delivery of non-installed equipment to the warehouse.
- 14.2. The Client shall provide network monitoring (NOC), fields operation and first line support organization with the aim of solving problems that may occur in their network.
- 14.3. The Contractor shall provide support organization, consisting of both 2nd line and 3rd line efficient support, as described in *Appendix 15 - Warranty and Post-Warranty Service Description*. The Contractor shall set up a support office that will act as a single point of contact for specific Client inquiries.
- 14.4. If the Client so requests within the warranty period, the Contractor shall be obliged to provide it with either technical service to rectify the defect or to ensure that defective equipment is replaced. In cases where the rectification of the defect that is not covered by warranty, the Contractor shall replace the equipment at the prices specified in this Agreement.
- 14.5. The Contractor shall issue a promissory note for the duration, defined in 14.1, and for the value of 10% of the equipment and works of each location, prior to signing the FAT of that location.

#### **Article 15 SPARE PARTS**

- 15.1. During the entire warranty period and two (2) years thereafter, the Contractor shall guarantee that the equipment covered by this Agreement is deliverable or that it shall, under the same economic and other terms of this Agreement (e.g. training, price, warranty periods, technical functionalities), deliver functionally equivalent or better equipment that is compatible with the already installed system.
- 15.2. The Contractor shall provide spare parts for the equipment as well as repair service of the equipment subject to this Agreement for the period of at least 7 + 2 years after the performance of the PAT for each item of equipment.
- 15.3. The Contractor shall provide a service of supplying a pre-defined minimum set of spare parts that shall be deliverable the Client within the time frame, specified in *Appendix 15 - Warranty and Post-Warranty Service Description*, for all the warranty and post-warranty period. The Contractor is responsible for planning and maintaining an efficient supply of spare parts.
- 15.4. The Contractor shall provide adequate repair service during the warranty and post-warranty period. Any defective parts that cannot be repaired in 60 days shall be substituted with new ones.

**Article 16**  
**AGREEMENT ADMINISTRATORS**

16.1. The administrator of the Agreement for Rune Enia d.o.o. is Goran Živec (tel.: +386 41 342 599; e-mail: goran.zivec@ruralnetwork.eu)

The administrator of the Agreement for Rune Crow d.o.o. is: Saša Ukić (tel.: +386 98 327 190; e-mail: sasa.ukic@ruralnetwork.eu)

16.2. The administrator of the Agreement for the Contractor is:  
\_\_\_\_\_ (tel.: \_\_\_\_\_, e-mail:  
\_\_\_\_\_).

16.3. Technical and operational contacts for the Parties are:

for Rune Enia d.o.o.: Robert Bizjak (tel.: +386 64 168 114; e-mail: robert.bizjak@ruralnetwork.eu).

for Rune Crow d.o.o.: Djani Ban (tel.: +385 0 98 980 6131, e-mail: djani.ban@ruralnetwork.eu).

for the Contractor:  
\_\_\_\_\_ (tel.: \_\_\_\_\_, e-mail:  
\_\_\_\_\_).

16.4. For the purposes of communication under this Agreement, the Parties shall use the contact addresses of the Agreement administrators, whereas contacts referred to in Article 16.3 shall be used for technical and operational matters. In the event of any changes regarding the Agreement administrator or contacts referred to in Article 16.3 as well as the related contact addresses, such changes shall be communicated by each Party to the other to the address of the Agreement administrator.

**Article 17**  
**FORCE MAJEURE**

17.1. "Force majeure" shall mean exceptional, unforeseen and unforeseeable events and circumstances that could not have been foreseen at the time of the conclusion of the Agreement, and that could not have not been avoided nor their effects countered with available resources.

17.2. A Party affected by the case of force majeure must immediately notify the other Party thereof.

If the case of force majeure lasts longer than six (6) months, the Parties agree to terminate the Agreement or to continue its implementation or one of the Parties can withdraw from the Agreement.

**Article 18**  
**SUSPENSION OF WORK**

- 18.1. If suspension is due to fault on the part of the Contractor, the latter shall be obliged to secure and adequately protect the facility and to reimburse the Client for all costs incurred and compensate it for the damage resulting from the suspension of works under this Agreements.

**Article 19**  
**THIRD PARTY RIGHTS**

- 19.1. By entering into the Agreement, the Contractor guarantees that the equipment supplied does not infringe any third party intellectual or property rights. Should a third party file a complaint against the Client related to the use of this equipment, the Contractor shall undertake to dismiss such a complaint and immediately inform the Contractor thereof. The Contractor shall be responsible for dealing with the resulting problem and managing legal proceedings concerning the matter, whereas the Client shall not assume any liability, neither legal nor economic. The Contractor shall undertake to reimburse the Client for any costs incurred in this regard.

**Article 20**  
**PROFESSIONAL SECRECY**

- 20.1. The Client and the Contractor agree not to hand over to any thirds parties other than those formally involved in this Agreement any technical documentation or other information relating to this Agreement without the prior written consent of the Client or Contractor.  
The principle of secrecy (confidentiality) also applies to any third party formally involved in the field covered by this Agreement.  
The Parties shall duly instruct the persons acting on their behalf in the implementation of this Agreement that the subject-matter of the Agreement is covered by the obligation of professional secrecy and that they shall be bound by it after signing the relevant statement.

**Article 21**  
**ANTI-CORRUPTION CLAUSE**

- 21.1. The Parties declare that with regard to the conclusion of this Agreement, no act or omission constituting corruption has been committed with the intent to ensure the conduct of the Parties that is contrary to the commercial interests and/or the regulations in force.  
If it is subsequently determined that with regard to the conclusion or implementation of this Agreement, that an act or omission that constitutes corruption or affects or could affect the conduct of the Parties has been committed by one of the Parties, the other Party may by means of a written statement seek invalidity of the Agreement or its termination.

**Article 22**  
**DISPUTE SETTLEMENT**

22.1. The Parties agree that any dispute arising out of or in connection with this Agreement shall be settled amicably between the Parties to this Agreement. In the event that the Parties cannot resolve the dispute amicably, the District Court of Koper shall have the subject-matter jurisdiction. Dispute settlement is subject to rules of law that apply in the Republic of Slovenia.

**Article 23**  
**MISCELLANEOUS**

23.1. Any corrigendum and/or addendum (annex) to this Agreement shall apply only when the documents in their written form are signed by the authorised representatives of both Parties, unless otherwise stipulated by the Agreement.

23.2. Written correspondence, addressed to **Rune Enia**, shall be sent to the following address:  
Rune Enia d.o.o.  
Partizanska cesta 109, 6210 Sežana, Slovenia.

Written correspondence, addressed to **Rune Crow**, shall be sent to the following address:  
Rune Crow d.o.o.  
Veprinac, Tumpiči 16, 51414 Ičići, Opatija, Croatia

Written correspondence, addressed to the **Contractor**, shall be sent to the following address:

\_\_\_\_\_

\_\_\_\_\_

23.3. The Contractor undertakes to comply with legal requirements and good practice in the field of environmental management, namely to:

- act in accordance with valid environmental protection legislation in performing contractual
- works, and with legislation from other areas directly related to the environment (e.g. chemicals, the
- transport of hazardous materials and fire safety);
- respect the environmental policy of the Client. The Contractor will be briefed on the said policy
- by the person responsible for environmental management at the location in question; and
- establish and maintain communication with the person responsible for environmental management at the location in question.

23.4. The Contractor undertakes that in the course of its business activities it shall fully comply with the requirements stemming from:

- the Code of Ethics and Business Conduct of the companies Rune Enia d.o.o. and Rune Crow d.o.o. (*Appendix 16* to this Agreement),

- the Environmental, Social and Governance Statement (ESG Statement; *Appendix 17* to this Agreement) of the companies Rune Enia d.o.o. and Rune Crow d.o.o.

## **Article 24 FINAL PROVISIONS**

- 24.1. Any amendments to this Agreement have legal effect only if they are made in writing. In cases not provided for in this Agreement, the contractual relationship will be governed by the Code of Obligations the Republic of Slovenia.

## **Article 25 LIST OF APPENDICES**

- 25.1. This Agreement contains the following Appendices:
- Appendix 1 - Agreed Minimum Technical Specifications.
  - Appendix 2 – High Level System Design
  - Appendix 3 – Bill of offered quantities and Bill of offered materials and services
  - Appendix 4 - Reference Price List of Materials and Services Offered by Individual Components With Codes for Order Placement During the Warranty Period
  - Appendix 5 - Price Erosion Dynamics specified per each component of the Reference Price List
  - Appendix 6: The Contractor's Offer;
  - Appendix 7 – Consortium Agreement (for group offers only)
  - Appendix 8 – Prospected Delivery Plan
  - Appendix 9 - Provisional Acceptance Test (PAT) Protocol - draft
  - Appendix 10 - Final Acceptance Test (FAT) Protocol – draft
  - Appendix 11 – AAN List
  - Appendix 12 - Client's Tender Documentation (RFI and RFQ);
  - Appendix 13 - Bidder's guidelines and/or instructions for handling and installation
  - Appendix 14 – Unconditional Bank Guarantee Text
  - Appendix 15 - Warranty and Post-Warranty Service Description.
  - Appendix 16 a/b - The Code of Ethics and Business Conduct of the companies Rune Enia d.o.o. and Rune Crow d.o.o.
  - Appendix 17 a/b - The Environmental, Social and Governance Statement (ESG Statement) of the companies Rune Enia d.o.o. and Rune Crow d.o.o.

## **Article 26 ENTRY INTO FORCE OF THE AGREEMENT**

- 26.1. This Agreement shall enter into force when signed by the last of the Parties. The Agreement is made in three (3) identical copies of which the Client receives two (2) copies and the Contractor one (1) copy.

Contractor:  
Contractor's Representative:  
Function:

Signature:

Date:

Place:

Client: **RUNE Enia d.o.o**  
Client's Representative: **Goran Živec**  
Function: **Director**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Client: **RUNE Crow d.o.o.**  
Client's Representative: **Saša Ukić**  
Function: **Director**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Client Representative: **RUNE ENIA d.o.o. and RUNE Crow d.o.o.**  
Function: **Fabrice de Seze**  
**Director**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_