**Annex 7.3.2.E**

## **Agreement on Use of Passenger Premises at Service Facilities**

Riga,          202

**State joint-stock company Latvijas Dzelzceļš**, unified registration No. 40003032065, in the person of                   (name, surname, position), who is acting in accordance with                   (title of the authorization, document date, document No.), hereinafter referred to as LDz, on the one hand, and

       (company name, registration No.), which is acting in accordance with             (title of the authorization, document date, document No.), hereinafter referred to as Railway Undertaking, on the other hand,

hereinafter collectively referred to as the Parties and individually as a Party, hereby enter into the following agreement on the use of passenger premises at service facilities (hereinafter referred to as the Agreement):

1. **Subject matter of the Agreement**
	1. LDz shall provide the Railway Undertaking (railway undertaking’s name) with the use of passenger premises (hereinafter referred to as the Premises) for the purpose of ensuring passenger access to ticket offices at service facilities and premises for the provision of passenger transport as provided in Annex No. (1) (Plan of the Premises) to the Agreement, hereinafter referred to as the Service.
	2. Accessibility of the Premises is set out in Annex No. (3) to the Agreement (Opening/closing times of passenger premises at stations).
	3. The Railway Undertaking is aware of the conditions of the Premises.
	4. The Railway Undertaking shall have the right not to use of one or more Premises by notifying LDz at least one month in advance, in which case the Parties shall amend the Annexes to the Agreement accordingly.
2. **Procedure of settlements**
	1. The price for the Service shall be set per passenger train stop, according to the category of station or stop point. The category of a station or a stop point shall depend on the average annual passenger flow at the station or stop point (Annex No. (2)).

LDz shall record the number of train stops per month according to the actual train timetable. At the terminus of a train, train stops shall be counted twice, on arrival and on departure.

* 1. By the 5th of each month, LDz shall submit to the Railway Undertaking an invoice for the Service provided in the previous month and the Railway Undertaking shall pay the invoice within 10 (ten) days after the receipt of the invoice. The payment shall be made by bank transfer to a bank account specified in the invoice. The date on which the money is credited to LDz’s current account shall be considered the date of payment.
	2. Invoices under the Agreement shall be drawn up electronically, they shall be sent to the Railway Undertaking electronically to an email address specified in the Agreement, shall be valid without signature, and shall be binding on both Parties.
	3. Invoices prepared by LDz in accordance with the Agreement shall be sent from LDz email address rekini@ldz.lv to the Railway Undertaking’s email address      . Either Party shall promptly inform the other Party should the email addresses specified in the Agreement change.
	4. All payments shall be subject to value added tax (hereinafter referred to as VAT) at the rate effective at the time the Service is provided. Should the VAT rate change, the total amount of the Agreement, including VAT, shall change accordingly.
	5. All costs related to the payments provided for in the Agreement and the relevant banking services shall be borne by the Party making the payment.
	6. In the event of late payment of the amounts specified in Paragraph 2.1 of the Agreement, the Railway Undertaking shall pay default interest of 0.1% of the amount not paid by the due date for each day of delay. Pursuant to Section 1763 of the Civil Law, the accrual of default interest shall stop once this amount reaches the amount unpaid.
	7. Based on invoices submitted by LDz, the Railway Undertaking’s payments under the Agreement shall be credited to LDz in the following order:
		1. The amount that the Railway Undertaking may owe LDz;
		2. Current payments;
		3. Any default interest.
	8. Should the payment terms specified in the Agreement be different from the terms specified in an invoice of LDz, the payment terms specified in the Agreement shall prevail.
	9. In the event passengers are unable, as a result of LDz’s actions or inaction, to use the Premises for the purposes specified in the Agreement, and the Railway Undertaking has notified LDz thereof, the monthly Service fee specified in the Agreement shall be reduced accordingly.
	10. Payment of default interest shall not relieve the Railway Undertaking from due performance of its obligations to LDz under the Agreement. The amount of default interest paid shall not be used to cover losses sustained by LDz.
	11. LDz shall have the right to revise the price for the Service not more frequently than once a year, giving the Railway Undertaking at least one month’s notice, if the annual inflation in Latvia is at least 5% as compared to the past year.
1. **Duration of the use of passenger premises**

The Agreement shall enter into force on the date of its signature and shall be binding on both parties from          202   until          202  .

1. **Obligations and rights of the Railway Undertaking**
	1. The Railway Undertaking shall have the following obligations:
		1. To make payments due under the Agreement in the amount and by the deadline specified;
		2. In the event the Agreement has expired but the Railway Undertaking’s passengers continue to use the Service, the Railway Undertaking shall pay for the period of use of the Service in accordance with the procedure and amount set out in the Agreement;
		3. In the event of an emergency, to notify LDz Customer Service (phone No.: 80021181, email address: uzzinas@ldz.lv), as soon as possible, and immediately take all appropriate and possible measures to eliminate or mitigate the emergency;
		4. If the Premises have been damaged by the fault or negligence of the Railway Undertaking, its authorized representatives or employees, the Railway Undertaking shall immediately commence repair of the damage and shall repair the damage within the shortest possible period of time. Should the Railway Undertaking fail to comply with the obligation set out in this paragraph, LDz shall have the right to repair the damage at the Railway Undertaking’s expense. In that event, the Railway Undertaking shall during that period pay in full all payments due to LDz under the Agreement;
		5. Upon signing the Agreement, the Railway Undertaking confirms that it has read the basic principles of business ethics of Latvijas Dzelzceļš Group’s cooperation partners, published on the Group's website www.ldz.lv, and confirms its compliance with these principles, and shall strictly adhere to these principles and ensure that its employees and subcontractors involved in the performance of the Agreement also adhere to the principles.

The Carrier shall immediately inform LDz if a situation is identified in which any of the basic principles of business ethics of the cooperation partners of Latvijas Dzelzceļš Group has been violated, as well as inform LDz about measures being taken to resolve the situation and prevent its recurrence in the future. Should such information be not provided and LDz becomes aware that the Railway Undertaking has violated any of the basic principles of business ethics of the cooperation partners of Latvijas Dzelzceļš Group, further cooperation will be assessed in accordance with the procedure and to the extent provided for by law.

Should the Railway Undertaking, in the course of performance of the Agreement, learn or reasonably suspect that an employee of a company of Latvijas Dzelzceļš Group, personally or through an intermediary, solicits, accepts or offers any kind of material values, property or other benefits to any person with the intention of inducing the adoption of certain unlawful decisions, obtaining unlawful benefits or advantages, or achieving any other selfish purpose for personal interests, interests of LDz or any other person, the Railway Undertaking shall immediately inform the Fraud Prevention Department of the holding company of Latvijas Dzelzceļš Group by using the relevant means of communication on the Group’s website [www.ldz.lv](http://www.ldz.lv). The report must include information, facts or evidence that verify the activities in question or provide reasonable grounds to suspect such activities. LDz guarantees that such information shall be comprehensively and objectively assessed and that the whistleblower, the company he or she represents or any of its employees shall face no unjustified negative consequences or action.

* 1. The Railway Undertaking shall have no right to:
		1. Use the facade of the building, as well as areas adjacent to the buildings where the Premises are located, to display posters and advertisements without written permission of LDz;
		2. Distribute to the public the plans of the Premises, or to present them to or provide them to third parties without consent of LDz.
	2. The Railway Undertaking shall have the right to:
		1. At its own expense, reconstruct, redesign, renovate, as well as carry out routine repairs in the Premises it has been allowed to use, provided that LDz has issued a written permission.
1. **Obligations and rights of LDz**
	1. LDz shall have the following obligations:
		1. To ensure that the Premises are:
			1. Subject to technical maintenance and sanitary protection in accordance with the requirements set forth in the applicable regulatory enactments;
			2. Accessible in accordance with the provisions of Annex No. (3) to the Agreement.
		2. To provide the Railway Undertaking with a place for displaying signs, information and other materials that deal with train movements;
		3. To inform the Railway Undertaking about repairs to external engineering networks and communication systems; LDz shall do everything in its power to restore access to the Premises, interrupted due to the repairs, as soon as possible;
		4. To submit invoices to the Railway Undertaking as provided in Part 2 of the Agreement;
		5. Before exercising its right to unilaterally terminate the Agreement prematurely in the cases referred to in Paragraph 6.3 of the Agreement, LDz shall have the right to notify the Railway Undertaking in writing and require it to remedy the deficiencies identified within 15 (fifteen) days from the date of sending the notice;
		6. LDz shall ensure that the buildings in which the Premises are located comply with fire safety requirements set forth in the regulatory enactments, including by:
			1. Maintenance of the fire safety system (automatic fire detection and alarm system, emergency voice alarm communications) and system components (control panels, detectors, loudspeakers, wires, sound and light alarm, fire hydrants, etc.) in working condition in accordance with the requirements of the Fire Safety Rules, if such system has been installed;
			2. Maintenance and inspections of electrical wiring, lightning protection and earthing in accordance with the requirements of the Fire Safety Rules, if such have been installed;
			3. Maintenance and inspections of heating and ventilation systems in accordance with the requirements of the Fire Safety Rules;
			4. Maintenance of external and internal fire water supply systems in accordance with the requirements of the Fire Safety Rules;
			5. Maintenance of the area at the building in which the Premises are located in accordance with the requirements of the Fire Safety Rules;
			6. Compliance of escape routes and emergency exits with the requirements of the Fire Safety Rules;
			7. Providing the Premises with fire-fighting equipment (fire extinguishers), maintenance (inspections and servicing) of fire-fighting equipment;
			8. Development of evacuation plans, if necessary in accordance with the requirements of the Fire Safety Rules;
			9. Development of fire safety instructions in accordance with the requirements of the Fire Safety Rules;
			10. Providing the Premises with fire safety signs in accordance with the requirements of the Fire Safety Rules.
		7. To carry out the necessary repairs to prevent technical damage or eliminate the consequences of an accident in the building, which pose or may pose threat to the occupants of the building. The Railway Undertaking shall not hamper or unreasonably delay carrying out of such repairs;
		8. LDz shall have the right to instruct the Railway Undertaking to display its signs and other information materials in another place, even if the original places are specified in the delivery and acceptance certificates for the Premises, pursuant to Paragraph 4.2.1, as well as to prohibit display of information which does not comply with the requirements of the Carriage by Rail Law.
2. **Amendments to and early termination of the Agreement**
	1. All amendments and supplements to the Agreement shall be made in writing by the Parties and shall be attached to and become integral part of the Agreement.
	2. The Agreement may be terminated if the Parties agree so in writing, as well as in other cases provided for in the Agreement and the laws and regulations of the Republic of Latvia.
	3. LDz shall have the right to unilaterally terminate the Agreement early by notifying the Railway Undertaking in writing 30 (thirty) days in advance, without compensating the other Party for any losses and costs incurred if the Railway Undertaking has not remedied the breaches identified in accordance with the notice:
		1. The Railway Undertaking uses the Premises for purposes other than those provided for in the Agreement or breaches the terms and conditions of the use of the Premises;
		2. The Railway Undertaking fails to pay the Service Fee by the deadline specified in the Agreement for three consecutive months;
		3. The Railway Undertaking arbitrarily, without LDz’s consent or in violation of the relevant regulatory enactments, reconstructs, renovates or repairs the Premises;
		4. The Railway Undertaking fails to comply with other obligations set out in Part 4 of the Agreement after repeated notice;
	4. In addition to the provisions of Paragraph 6.3 of the Agreement, LDz shall have the right to unilaterally terminate the Agreement early by giving the Carrier 30 (thirty) days’ prior written notice, without compensating the other Party for any losses caused by early termination of the Agreement, if the place where the Premises are located has lost its status of a service facility.
	5. The Railway Undertaking shall have the right to terminate the Agreement early by giving 30 (thirty) days’ prior written notice to LDz.
	6. In cases not provided for in the Agreement, it may be terminated only in accordance with the procedure specifically provided for by the laws and regulations of the Republic of Latvia.
	7. The Parties shall have the right to unilaterally terminate or withdraw from the Agreement by notifying the other Party in writing immediately if the Agreement cannot be performed due to international or national sanctions or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization affecting significant financial and capital market interests during the performance of the Agreement.
	8. Upon the expiry of the Agreement, repairs carried out at the Premises by the Railway Undertaking with LDz’s consent shall become property of LDz in accordance with the delivery and acceptance certificates signed by both Parties.
	9. If the Agreement is terminated early on the initiative of LDz and through no fault of the Railway Undertaking, the Railway Undertaking shall have the right to claim compensation from LDz for the cost of the Railway Undertaking’s investment in proportion to the period of use of the Premises, excluding depreciation, provided that the cost of the Railway Undertaking’s investment for the benefit of the property of LDz, its value and nature, have been agreed upon in writing with LDz, and for which a delivery and acceptance certificate has been signed by LDz and the Railway Undertaking.
	10. If the Agreement is terminated early due to the fault of the Railway Undertaking, the Railway Undertaking shall not be compensated for the necessary valid expenses, unless the Parties agree otherwise.
	11. In the event the Parties agree to extend the term of the Agreement set out in Part 3, the provisions of Paragraph 6.9 of the Agreement regarding reimbursement of the Railway Undertaking’s costs during the previous period of use of the Premises shall terminate on the date on which the agreement to extend the term of the Agreement comes into force.
3. **Settlement of disputes and liabilities of the Parties**
	1. The Parties shall settle their disputes through negotiations. If a dispute cannot be settled through negotiations, it shall be resolved in a court of the Republic of Latvia.
	2. Either Party shall compensate direct damages incurred by the other Party as a result of a breach, improper performance or non-performance of an obligation of the former Party under the Agreement. However, the Railway Undertaking shall not be liable for damages caused by actions or inaction of third parties (including passengers and other visitors).
	3. In the event of a dispute between the Parties over damage, the amount of damage may be determined by independent experts whose services shall be paid for by the Party that has caused or is responsible for the damage.
	4. The Parties shall not be liable for any failure to perform or improper performance of the provisions of the Agreement as a result of force majeure circumstances, such as natural disasters, earthquake, hurricane, flood, riot, acts of war of any nature, prohibitions and actions of public authorities, as well as other developments of an exceptional nature which the Parties could not have foreseen or in any way prevented.
	5. If a Party cannot perform its obligations in whole or in part due the circumstances referred to in Paragraph 7.4 of the Agreement, the period for performance of the obligations shall be extended by a period equivalent to the period during which these circumstances existed.
	6. If the circumstances referred to in Paragraph 7.4 of the Agreement persist for more than 2 (two) months, either Party shall have the right to terminate the Agreement, in which case neither Party shall have the right to claim compensation for any damages due to the occurrence of such circumstances.
	7. A Party that is unable to perform its obligations due to the circumstances referred to in Paragraph 7.4 of the Agreement shall immediately notify the other Party in writing of the occurrence of such circumstances and present a certificate from a relevant authority confirming such circumstances.
4. **Trade secrets**
	1. The contents of the Agreement, as well as information exchanged between the Parties in the course of the performance of the Agreement shall be considered a trade secret and shall not be disclosed by the Parties to third parties for the duration of the Agreement and thereafter, except in the cases and in the manner provided for in the relevant laws and regulations of the Republic of Latvia. The Parties shall not inform third parties in any way about the Agreement without prior written consent of the other Party, unless this is directly related to the performance of obligations under the Agreement and if such information is requested by public authorities in the cases and in the manner provided for in the relevant laws and regulations of the Republic of Latvia.
	2. A Party that receives information containing trade secrets shall use the information solely for the purpose of the Agreement, taking into account commercial interests of the other Party and the given confidentiality obligation.
5. **Personal data protection**
	1. The Parties hereby acknowledge that they have been informed that personal data provided by either Party, if necessary for the performance of the Agreement and the provision of the Service, may be processed only in accordance with the subject matter of the Agreement, within the scope of the Agreement, for the duration of the Agreement, and only in accordance with the requirements of the applicable laws and regulations.
	2. The Parties shall inform employees identified in the Agreement as contact persons that their contact information may be transferred within the scope of their employment and for the performance of their duties, as well as of their rights as data subjects in accordance with the applicable laws and regulations on protection of personal data.
	3. Either Party shall ensure protection of personal data provided by the other Party in accordance with the applicable regulatory enactments.
	4. The Parties shall not hand over to third parties personal data submitted by the other Party. Where the Parties may be obliged to do so under applicable law, they shall inform the other Party thereof before handing the personal data over, unless this is prohibited by applicable law.
	5. Each Party shall be independently responsible to the Data Subject for non-compliance with the personal data protection and processing rules and, should a Party be found liable, the Party shall satisfy the Data Subject’s claims related to personal data breach and its remediation, as well as pay administrative fines related to the personal data breach and pay the damages awarded by a court ruling.
	6. The Parties shall destroy personal data provided by the other Party as soon as the need to process these data ceases.
6. **Other provisions**
	1. The Parties shall designate the following contact persons for the duration of the Agreement:
		1. Contact person of LDz – (Māra Ozola, Senior Commercial Specialist at the Commercial Department of the Real Estate Division, phone: 67234810, 29531554, email: Mara.Ozola@ldz.lv) shall coordinate and resolve issues related to the performance of the Agreement;
		2. The Railway Undertaking’s contact person –                   (name, surname, position)

Phone No.:      , email address:      , shall have the right to sign the delivery and acceptance certificates for the Premises and shall deal with matters related to the performance of the Agreement.

* 1. The Agreement shall be binding on the Parties’ authorized representatives, representatives, successor entities, and the rights and obligations of both Parties set forth therein may not be assigned by either Party to third parties without the other Party’s written consent.
	2. All notices under the Agreement shall be sent to the addresses provided below and all notices, except invoices, shall be considered to have been received when delivered personally, as acknowledged by the recipient’s signature, or submitted electronically by email to: info@ldz.lv, or 7 (seven) days after sent by registered mail in the territory of the Republic of Latvia. If a Party alters the contact details below, it shall notify the other Party thereof within 7 (seven) days.
	3. The representatives of the Parties signing the Agreement hereby confirm that they have been delegated the right to sign the Agreement on behalf of the Parties they represent, and that their right to sign has been registered in accordance with the regulatory enactments, as well as that they have been delegated authority to the extent necessary for the conclusion (signing) of the Agreement in accordance with the conditions set out therein.
	4. Should any provision of the Agreement cease to have legal effect, the remaining provisions of the Agreement shall not be affected thereby.
	5. The Agreement encompasses all agreements between the Parties with respect to the subject matter of the Agreement and supersedes all prior written and verbal agreements and negotiations between the Parties.
	6. The Agreement has been drawn up in the Latvian language and signed in 2 (two) original copies, one of which shall be kept by LDz and the other by the Railway Undertaking. Both copies of the Agreement shall be valid and have the same legal effect.
	7. The following Annexes are attached to the Agreement and form integral part thereof:

Annex No. (1) – Plans of the Premises;

Annex No. (2) – Price for the use of the passenger premises, depending on the monthly number of train stops at the station;

Annex No. (3) Opening/closing times of passenger premises at stations.

1. **Banking details and signatures of the Parties**

**LDz:**

**State joint-stock company Latvijas Dzelzceļš** – 3 Gogoļa Street, Riga, LV-1547,

unified registration No.40003032065, VAT reg. No. LV40003032065.

Current account No. LV17RIKO0000080249645, Latvian branch of Luminor Bank AS, SWIFT code RIKOLV2X.

**Railway Undertaking:**

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| **LDz:** |  | **Railway Undertaking:** |

**Annex No. (1)**

         202

## Agreement on Use of Passenger Premises at Service Facilities

Plans of the Premises

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| **Annex No. (2)**202  .gada   .     Agreement on Use of Passenger Premises at Service FacilitiesPrice for the use of the passenger premises, depending on the monthly number of train stops at the station |

**Annex No. (3)**

202  .gada   .

## Agreement on Use of Passenger Premises at Service Facilities

Opening/closing times of passenger premises at stations

\*LDz shall ensure that passenger premises are accessible in accordance with in Paragraph 304 of the Railway Technical Operation Regulation: “at least during the period of the day when trains are running (from the arrival of the first train until the departure of the last train) and at least 30 minutes before the departure of the first train”.