Annex 2.3.2.A

Agreement reference No Agreement reference No

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

 *Applicant Charging Body*

**BILLING DETAILS AGREEMENT**

Riga \_\_.\_\_\_\_\_\_202\_.

Applicant \_\_\_\_\_\_\_\_\_\_, registration No\_\_\_\_\_\_\_\_, represented by Chairman of the Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter - Applicant), on the one part, and JSC “LatRailNet” as the performer of essential functions of public-used infrastructure manager in Latvia, registration No 40103361063, represented by Chairman of the Board J.Hudenko and Member of the Board G.Lapins (hereinafter – Charging body), on the other part, and both together hereinafter referred to as the Parties, pursuant to:

1. the Railway Law of the Republic of Latvia (hereinafter – Railway Law) Article 12 (2) – charges for the minimum access package and for the access to the public-use railway infrastructure (hereinafter infrastructure) connecting service facilities, infrastructure manager collects charges according to performer of essential functions of public-used infrastructure manager collection scheme;
2. Railway Law Article 13.1 (3) – the costs for the performance of the essential functions of the public-use railway infrastructure manager shall be included in the charges for the use of the infrastructure. The funding necessary for the performance of the essential functions shall be determined by the performer of the essential functions according to the charging scheme and in compliance with the general principles of financial management and staff management of the group of companies. The procedures for making the payments for the performance of the essential functions of the railway infrastructure manager shall be determined by the performer of the essential functions of the public-use railway infrastructure manager in the charge collection scheme;
3. Charging body Regulation No. JALP-7.6/02-2017 of 30 June 2017 ”Collection scheme" (hereinafter – Collection scheme) Article 33 – the charging body and applicant may, by entering into contract governing mutual settlements for the use of the railway infrastructure, agree on additional conditions which are related to mutual settlements for the use of the railway infrastructure,

agree as follows:

**1. Subject of the agreement**

1.1. In accordance with the terms of the Collection scheme, the Applicant shall pay to the Charging body the performance of the essential functions of the infrastructure manager on the basis of the Invoice issued by the Charging body (hereinafter - Charging body invoice). Parties shall determine Applicant and Charging body billing details and official e-mail addresses:

* + 1. Applicant account No details:

* + 1. Applicant official e-mail address for receiving Charging body invoice:
		2. Charging body account No details:

 AS "Luminor Bank"

 kods: RIKOLV2X

 konts:LV76RIKO0002013190184

* + 1. Charging body official e-mail addresses, from which Charging body invoice is sent:
			1. egija.bondare@ldz.lv;
			2. irina.juganova@ldz.lv
	1. Parties agree Charging body invoice is prepared electronically and is valid without signature, stating "This invoice is electronically generated and is valid without signature".

**2. Charging body business ethics of a business partner**

2.1. Applicant, signing this agreement, confirms that Applicant has read complies with and undertakes to continue to adhere to the basic business ethics principles of business partners published on www.lrn.lv and to ensure that Applicant’s employees also adhere to them.

2.2. The Applicant is obliged to immediately inform the Charging body if a situation that violates any of the Charging body’s business ethics principles is identified, as well as the steps taken to resolve the situation and prevent it from recurring in the future. In the event that such information is not provided but it becomes known to the Charging body that the Applicant has breached any of the business ethics principles of business partner, further cooperation will be assessed in the manner and to the extent prescribed by law.

2.3. If the Applicant has, within the framework of this Agreement, any information or reasonable suspicion that the Charging body will personally or through intermediary claim, accept, offer any material, material or other benefit to any person for the purpose of obtaining certain unlawful benefits or benefits or self-interest in the interest of the Charging body or any other person, the Applicant is obliged to inform the Charging body of this without delay, using the contact details specified in Article 8 of this Agreement.

2.4. The notification must contain information, facts or material which reliably suggest or justify the suspicion of the acts in question. Charging body guarantees that the information will be thoroughly and objectively evaluated and that no unreasonable negative consequences or actions will be taken against the whistleblower, the Applicant he represents or any of Applicant’s other employees.

**3. Protection of personal data**

3.1. The Parties acknowledge that they are aware that data provided by the other party, if necessary for the provision of the services, may only be processed in accordance with the subject matter of the agreement and to the extent specified in the agreement, in accordance with applicable legal requirements.

3.2. The Parties undertake to ensure a level of protection for personal data provided by the other party in accordance with applicable legislation. The Parties undertake not to transfer to third parties any personal data provided by the other party. If a party is under such an obligation in accordance with applicable law, it shall notify the other party prior to the transfer of personal data to third parties, unless prohibited by applicable law.

3.3. The Parties undertake to destroy, as provided for in law, the personal data provided by the other party as soon as the need to process them no longer applies.

**4. Duration, amendment and termination of the agreement**

4.1. The Agreement shall enter into force on the date of its mutual signature and be valid for an indefinite period.

4.2. In case of amendment of the provisions of this agreement, the Parties shall enter into a written agreement, which, upon signature of both Parties, shall become a separate annex to this agreement and shall form an integral part thereof.

4.3. The Parties agree to terminate this agreement in writing.

**5. Dispute settlement procedure**

5.1. All disputes and disputes arising out of the execution of this agreement shall be addressed in writing. In case the dispute is not resolved, it shall be adjudicated in court in accordance with the procedure prescribed by the legal acts of the Republic of Latvia, if the resolution of the dispute does not fall within the competence of the State Railway Administration under the Railway Law.

**6. Force majeure**

6.1. The Parties shall be released from liability for the total or partial non-performance of the agreement if such failure is due to force majeure circumstances, which started after the conclusion of the agreement and could not have been foreseen or prevented in advance. Force majeure and exceptional circumstances include: disasters, acts of war, floods etc.

6.2. A party invoking force majeure shall notify the other party in writing without delay. The notification shall specify the time within which the obligations under the agreement are likely and expected to be fulfilled and shall, at the request of the other party, be accompanied by a statement issued by the competent authority containing a confirmation of the operation of the exceptional circumstances and their characteristics. Failure to comply with these requirements shall result in the party not being able to invoke force majeure as a basis for the improper performance of its obligations.

**7. Other questions**

7.1. All information related to this agreement that is not publicly available and subject to Article 13.1 (4) 3) and Article 13.2 (2)of the Railway Law shall be treated as confidential and may be disclosed to third parties during or after the term of the agreement unless otherwise provided by the legislation of the Republic of Latvia, the written consent of the other party shall apply.

7.2. The Parties shall notify each other in writing within 7 (seven) calendar days of any change of their details (name, address, e-mail address, billing details, etc.).

7.3. Notices of change of details of the Parties shall be sent to the e-mail address of the Parties specified in Section 8 of this agreement.

7.4. This Agreement is drawn up in duplicate in the English on 3 (three) pages, one copy for each party. Both copies shall have the same legal value.

7.5. Each party shall be obliged to indemnify any loss to the other party as a result of any act or omission by the party, if the party fails to perform or improperly performs this agreement, in accordance with the laws of the Republic of Latvia.

**8. Details**

 Applicant: Charging body:

 JSC "LatRailNet"

 Registration No.Nr.40103361063

 16 Dzirnavu street, Riga

 LV-1010

#  JSC "Luminor Bank"

 Code: RIKOLV2X

 Account No: LV76RIKO0002013190184

 Phone: 67803570

 Fax: 67803571

 e-mail: latrailnet@ldz.lv

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chairman of the Board Chairman of the Board J.Hudenko

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

 Member of the Board G.Lapiņš