

GENERAL AGREEMENT

Riga,

<p style="text-align: center;">Sadales tīkls AS (hereinafter referred to as the Customer)</p> <p>Registration number: 40003857687 VAT payer number: LV40003857687 Address: Šmerļa Street 1, Riga, LV-1160 [...] represented by [...];</p>
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and

<p style="text-align: center;">Hitachi Energy Estonia AS (hereinafter referred to as the Contractor)</p> <p>Registration number: 14838818 VAT payer number: EE102205075 Address: Valukoja 8, 11415, Tallinn, Estonia [...] represented by [...];</p>

hereinafter severally referred to as the "Party" and jointly as the "Parties" agree on the following provisions of the general agreement (hereinafter referred to as the Agreement):

SPECIAL PROVISIONS

1. Subject of the Agreement

- 1.1. The Contractor sells and delivers distribution transformers to the Customer, by preparing each case of fulfilment as a separate order (hereinafter referred to as the Order(s)), but the Customer shall pay to the Contractor for the Orders fulfilled pursuant to the terms of the Agreement. The Order specification is provided in the annex to the Agreement (Order Specification). The Contractor is guaranteed specific amount of Orders.
- 1.2. The Orders include:
 - 1.2.1. purchase of goods;
 - 1.2.2. delivery of goods to the place specified by the Customer;
 - 1.2.3. installation of the Goods;
 - 1.2.4. provision of a service.
- 1.3. The Order is made:
 - 1.3.1. by using Oracle iSupplier;
 - 1.3.2. by e-mail.

2. Price of the Goods/Service

- 2.1. The Order is fulfilled in accordance with the prices defined in the annex to the Agreement (Order Specification). The Order price is inclusive of all taxes and duties, except VAT, as well as other costs, including, but not limited to the of materials, products, equipment, works, delivery and transport related to the fulfilment of Orders. The Contractor is not a VAT payer.
- 2.2. Payments under the Agreement shall be made as follows:
 - 2.2.1. The Customer undertakes at the beginning of every quarter until 15 date to submit to the Contractor the expected purchase volume for the next quarter. The Customer is authorized to increase the expected purchase volume for the next quarter;
 - 2.2.2. During the validity of the Agreement as of the 1st (first) working day after the signature of the Agreement, the Prices of Goods shall be determined in accordance with the recalculation formula provided in Annex No.3;
 - 2.2.3. For Orders placed after the signing of the Agreement, the PURCHASER shall recalculate the Prices of Goods once every calendar month according to the following procedure: within 5 days from the signing of the Agreement or by the 5th date of the next month, the PURCHASER shall send to the SELLER electronically form to the e-mail address: [...] the recalculation of the Prices of Goods indicating the adjusted Prices of Goods in accordance with the formula provided in Annex No. 3. Electronically prepared Order is valid without physical signature. The recalculation of the Prices of Goods sent according to the procedure stipulated in the Agreement shall be considered as received on the next working day after it has been sent;
 - 2.2.4. Adjusted Prices of Goods shall be in force for Orders placed until the 5th date of the following month. For the purposes of this clause, the moment of placing of the Order shall be the moment

when the Order has been sent to the Contractor in accordance with the procedure stipulated in Paragraph 2 of the General Provisions of the Agreement;

- 2.2.5. In case the Contractor identifies errors in the recalculation of the Prices of Goods, the Contractor shall notify the Customer no later than within 1 (one) working day as of the receipt of the recalculation of the Prices of Goods by sending to the Customer a respective notice electronically format via e-mail: [..]. The Customer shall be obliged to correct the errors identified and to send to the Contractor a new recalculation of the Prices of Goods in accordance with the recalculation formula provided in Annex No. 3 of the Agreement;
- 2.2.6. The recalculation of the Prices of Goods carried out by the Customer shall become an integral part of this Agreement.
- 2.2.7. Payment terms: within 30 (thirty) days after execution of the order, which is confirmed by the respectively signed bill of lading-invoice.

3. Term of the Agreement

- 3.1. This Agreement enters in force on when signed by both Parties and is valid until complete fulfilment of obligations provided herein.
- 3.2. The Customer shall make Order within two (2) years of entry of the Agreement into effect. The Contractor shall be obliged to fulfil the Orders if they are placed within the term specified in this paragraph.
- 3.3. The Agreement may be extended by written agreement of the Parties for one (1) year on the same terms.

4. Warranty period

- 4.1. The warranty period of each fulfilled Order shall be 60 (sixty) months from the date of transfer and acceptance of the respective Order.

5. Amount of performance security of the Agreement

- 5.1. Within 20 (twenty) days of signing the Agreement, the Contractor shall submit to the Customer a performance security of the Agreement of 45 000.00 EUR (forty-five thousand euros and 00 cents) (hereinafter referred to as the Performance Security of the Agreement).

6. Procedure of attraction of subcontractors

- 6.1. No subcontractors are attracted under the Agreement.

7. Additional penalties

- 7.1. Special provisions of the Agreement do not provide for additional penalties.

8. Additional provisions

- 8.1. The Parties agree on the following additional provisions:
 - 8.1.1. The Contractor agree that during the validity term of the Agreement the Customer according to random selection method is entitled to perform tests of the delivered Goods and compare the results with the Contractor's Tender within procurement procedure "Supply of distribution transformers" (id.Nr. IPR-66520) and the standards. In case of in compliance the Contractor will replace the Goods with compliant ones without extra charge.
 - 8.1.2. The Parties shall be liable for losses caused to the other Party due to its action/inaction. Limit of losses in connection with the performance of the Agreement is set in the amount of EUR 2,000,000.00 (two million euro, 00 cents).
 - 8.1.3. During the validity term of the Agreement the Contractor's responsible person must come to the transformer inspection within 3 working days of Customer informing moment unless both Parties have not agreed on another time limit for the transformer inspection.

9. Annexes to the Agreement

- 9.1. Annex 1 – Order Specification.
- 9.2. Annex 2 – Authorised Persons and Contact Persons.
- 9.3. Annex 3 – Technical offer.
- 9.4. Annex 4 – Price calculation formula.
- 9.5. Annex 5 – Dimensions.

10. Signatures of the Parties

- 10.1. By signing these special provisions of the Agreement, the Parties agree to the general provisions of the Agreement and Annexes to the Agreement as appended.
- 10.2. The Agreement, together with its Annexes is signed with a secure electronic signature and contains a time stamp. The Contractor shall send the Agreement signed with a secure electronic signature and containing

a time stamp within one working day of signing the Agreement to the Customer's e-mail: dokumentiem@sadalestikls.lv. The date of signing the Agreement is the date of the last added secure electronic signature and its time stamp.

CUSTOMER

Sadales tīkls AS

[..]

CONTRACTOR

Hitachi Energy Estonia AS

[..]

[..] indicates information that is not disclosed to the third parties