

AGREEMENT No. 02/17/111

Latvian State Joint Stock Company “Latvijas gaisa satiksme” (hereinafter called “**LGS**”), VAT reg. No. LV40003038621, with the place of business in Airport “Rīga”, Marupe Municipality, LV 1053, Latvia, hereinafter referred to as the “**CLIENT**”, represented by Chairman of the Board Mr. Dāvids Tauriņš and Member of the Board Mr. Elmārs Švēde, acting on the ground of the Articles of Association and Board’s authorization, from one side, and

Mileridge Limited, VAT reg. No. GB 861 3808 19, with the place of business in 5 Culley View, Alresford, Hampshire, SO24 9PD, hereinafter referred to as the “**SERVICE PROVIDER**”, represented by Company Director Mrs Kathryn Miles from another side, and signed the following Agreement (hereinafter “Agreement”):

WHEREAS complete review of the entire Latvian AIP is required in order to identify both inconsistencies and the incorrect or ambiguous use of English, and to propose correction to these in the form of change proposals (hereinafter – Service),

WHEREAS the Service provider, which provides Service, has a long and distinguished history to make review and willing to work with the Client and to provide such Service,

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF THE AGREEMENT

The object of this Agreement – AIP English Use Review according Technical specification (Annex No.1) and Financial proposal (Annex No.2).

2. THE PRICE OF THE AGREEMENT AND PAYMENT CONDITIONS

2.1. The Agreement price **11 154,40 EUR** (eleven thousands one hundred fifty four euro, 40 cents) excluding VAT.

2.2. The Client makes payment 100% (one hundred percent) from total Agreement price within 10 (ten) working days counting from the day, when the Acceptance act is signed by both sides and invoice is received.

2.5. All payments must be made in Euros (EUR) currency and will be executed by the Client by a simple bank transfer against invoice to the Service Provider bank account: GB59 LOYD 3093 2086 2505 17, BIC/ SWIFT: LOYDGB21136.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Service provider undertakes:

3.1.1. fulfil Service within 3 (three) months of the contract start date;

3.1.2. make review to identify and prevent the following issues with the aeronautical information

provided by Latvian AIS:

- incorrect translation;
- use of incorrect English grammar;
- use of incorrect English terms;
- linguistic inconsistencies.

3.1.3. make review report in Microsoft Word with indicating to each of the inconsistencies and errors, what Service provider will find, also corrects all identified issues and comprises change proposals;

3.2. The Client undertakes to execute payment of the services provided by the Service provider according to the conditions of this Agreement.

4. LIABILITY

4.1. Payment of the penalty does not free Parties from fulfilment of the Agreement commitment.

4.2. If the Service has been delayed by more than 1 (one) week, Service provider fault, the Client has the right to unilaterally withdraw from this Agreement.

4.3. If the Client fails to fulfil his payment obligations in proper way and within the agreed time the Service provider will be entitled to require of the Client to pay the penalty fee 0,5 % of the Agreement price per each day of delay. The penalty fee for infractions in aggregate shall not exceed 10% of the total Agreement price.

4.4. If the Service provider fails to fulfil his obligations in proper way and within the agreed time, the Client will be entitled to require of the Service provider to pay the penalty fee 0,5 % of the Agreement price per each day of delay. The penalty fee for infractions in aggregate shall not exceed 10% of the total Agreement price.

5. GOVERNING LAW

This Agreement as well as the questions arising out of or in connection with the present Agreement are governed and constructed in accordance with the laws of Latvia.

6. DISPUTE

6.1. Any dispute arising in the execution or performance of the present Agreement shall be settled through amicable consultations between both Parties.

6.2. In case no agreement can be reached through consultation, all disputes arising out of or in connection with the present Agreement shall be referred to the court of Republic of Latvia in according to regulations and legislation of Republic of Latvia.

7. FORCE MAJEURE

7.1. Neither Party shall be liable for failure to perform any of its obligations under this Agreement if such failure is caused by an event beyond the reasonable control of that Party.

7.2. The Party referring to the Force Majeure is bound to inform the other Party immediately in writing when such an event has occurred and state the circumstances and reason of its occurrence.

7.3. If these circumstances continue over a period of more than 1 (one) month, each of the Parties has the right to refuse further fulfilment of his obligation against this Agreement and in this case none of the Parties is entitled to demand from the other Party compensation for possible losses.

8. MISCELLANEOUS

8.1. The Agreement shall enter into effect on mutual signing by both Parties and is valid until the Parties have complied with all the obligations arising from this Agreement.

8.2. The Agreement shall be binding on the Parties' rights and obligations successors.

8.3. Both the Client and Service provider will have the right to request changes to the Agreement. Any alterations or additions to this Agreement shall be carried out in writing and signed by the Parties so as to become an integral part of this Agreement.

8.4. In case of inapplicability of a term or condition of this Agreement, the validity of remaining terms and conditions remain unchanged.

8.5. The Agreement is produced and signed in 2 (two) identical original copies, each on 4 (four) pages, in the English language and each copy has the same legal effect.

8.6. The Agreement has 2 (two) Annexes - Annex No. 1 „Technical specifications" on 2 (two) pages and Annex No.2 "Financial proposal" on 1 (one) page. All Annexes are an integral part of the Agreement.

8.7. One copy of the Agreement retained by the Service provider and the other - to the Client.

9. CONTACT PERSON

9.1. Any kind of notice, consent, approval and other types of communications shall be made in writing from one party to the other at the address mentioned here below by means of fax followed by a registered mail. Any variation concerning the address mentioned shall be immediately communicated to the other party; if this should not happen, the other party will not bear any responsibility neither for communications mailed but not received or for possible miscarriage or contractual burdens which will be charged to the defaulting party.

9.2. The Service provider's and Client's contact managers constitute the main point of Agreement between the Agreement organization for planning, organizing and co-ordination of the Service provider's and Client's activities.

9.3. For the purpose of this Agreement, the Client contact person with the Service provider will be Irina Kuzmina, senior AIP specialist, e-mail address: irina.kuzmina@lgs.lv, office phone +371 300 667, mob.+371 29 515 351.

9.4. For the purpose of this Agreement, the Service provider contact person with the Client will be Kathryn Miles, Company Director, email address: Kathryn.miles@mileridge.com, phone +44 7876 740221.

IN WITNESS WHEREOF the authorised representatives of the Parties have signed this Agreement:

Signing for and behalf of:

Mileridge Limited

VAT Registration No. GB 861 3808 19

Registration No. 5431778

Address: Mileridge Limited,
5 Culley View, Alresford,
Hampshire, SO24 9PD, United Kingdom

Bank name: Lloyds Bank plc

SWIFT Code: LOYDGB21136

Account No. GB59 LOYD 3093 2086 2505 17

_____*(signature)*_____

Name: Kathryn Miles

Title: Company Director

Date: 23/06/2017

Place: Alresford, Hampshire, UK

Signing for and behalf of:

SJSC “Latvijas gaisa satiksme”

VAT Registration No. LV 40003038621

Registration No. 40003038621

Address: Airport “Riga”, Marupe Municipality,
LV-1053, Latvia

Bank name: AS „SEB Banka”

SWIFT Code: UNLALV2X

Account No. LV20UNLA0003029070855

_____*(signature)*_____

Name: Dāvids Tauriņš

Title: Chairman of the Board

_____*(signature)*_____

Name: Elmārs Švēde

Title: Member of the Board

Date: 11/07/2017

Place: Marupe Municipality, Latvia