

BALANCE OF PLANT AGREEMENT

No. / Date:

by and between

[] as Client

and

[]

as Contractor

concerning

BESS PROJECT "NEW ELECTRICITY STORAGE FACILITY IN GLODENI, MURES COUNTY"

[] 2025

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THIS BALANCE OF PLANT AGREEMENT (the "**Agreement**") N°[] is entered into on [], [] (the "**Effective Date**"), by and between:

- (1) [], a company incorporated under the laws of Romania, registered with the Trade Registry under no. [], fiscal code [], having its registered address at in [], [] (the "**Client**"); and
- (2) [], a company duly organized and existing under the laws of Romania, having its registered office at [], registered with the Romanian Trade Registry under no. [], fiscal identification code [], legally represented by managing director [] (the "**Contractor**").

The Client and the Contractor are collectively referred to as the "**Parties**" or individually as a "**Party**", as the context may require.

BACKGROUND

- (A) The Client requires that certain Works should be provided and executed by the Contractor (including preparatory works, civil works, balance of plant, commissioning, etc. in accordance with **Schedule 1**) for a BESS project with a planned capacity of around [] MW / [] MWh located at [] (the (the "**Project**") and has accepted a tender by the Contractor for the design, execution and completion of the Works and the remedying of defects therein.
- (B) The Contractor is a provider of planning, design and construction services for renewable energy assets and energy storage technology.
- (C) The Client wishes to engage the Contractor on the terms of this Agreement to assume responsibility for the Works and to provide the balance of plant of the BESS for the Client on the terms and conditions of this Agreement.

1 INTERPRETATION

For the purpose of this Agreement:

- the singular (where appropriate) shall include the plural and vice versa;
- references to Schedules or Sections shall be references to schedules or sections of this Agreement;
- the words "include", "includes", "including", "for example", "in particular" and/or words of similar effect shall not limit the general effect of the words which precede them;
- "written" or "in writing" means hand-written or signed by qualified electronic signature recognized in Romania, and resulting in a permanent record;
- unless expressly otherwise stated herein or evident from the context, the following capitalised terms shall have the following meanings:

1.1	Affiliate	means in relation to any specified person any other person controlling or controlled by or under common control with such specified person (regardless of whether such control is directly or indirectly, through one or more intermediaries). For the purpose of this definition, "control" means the power to direct the management and policies of a party, whether through the ownership of voting capital or otherwise.
1.2	Applicable Law	means all national legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority applicable in Romania, and a reference to any Applicable Law includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
1.3	As-Built Documents	has the meaning set out in Section 2.34 (<i>As-Built Documents</i>).
1.4	BESS	means Battery Energy Storage System, energy storage technology using a group of batteries to store electrical energy, including without limitation, the containers and modules as specified in Schedule 1 and related equipment.
1.5	BESS Supplier	means the supplier of the BESS with whom the Client concluded the BSA.
1.6	Business Day	means a day (other than Saturday, Sunday or public holiday) on which banking institutions are generally open for business in Romania.
1.7	Client's Land Agreements	means the agreement(s) concluded by the Client with the owners of the plots of land where the Site is located, as well as with any other owners of the adjoining lands or with any party holding an interest in any of such plots of land (if required).
1.8	Completion	means when the criteria of Section 13.4 (<i>Completion</i>) in respect of the relevant Works have been satisfied.

1.9	Completion Certificate	means the certificate issued under Section 13.4 (<i>Completion</i>).
1.10	Conformity Test Certificate	document, which is issued by the TSO and which confirms that the BESS meets the technical norm on the technical requirements to connect power-generating modules, power plant modules and to public electrical grids. The Contractor takes part in Conformity test on the Site.
1.11	Construction Contracts	<p>means the following contracts, as part of the Project Documents:</p> <p>the “BSA” meaning the BESS supply agreement entered into by the Client with the BESS Supplier on or about the date of this Agreement;</p> <p>the “CMA” meaning the construction management agreement; and</p> <p>the “TCMA” meaning the technical and commercial management agreement.</p>
1.12	Construction Programme	means the programme in Schedule 3 (<i>Construction Programme</i>) as may be updated in accordance with Section 5 (<i>Construction Programme</i>).
1.13	Contract Price	has the meaning set out in Section 7 (<i>Contract Price</i>).
1.14	Contractor’s Documents	means the technical documents specified in the Agreement or in the Specification, design documents and drawings, calculations, plans, data sheets, computer programs and other software, database, drawings, manuals, instructions, including instructions for operation and repair, quality certificates, certificates of origin, FAT reports, model, other documents required to satisfy all regulatory approvals related to the BESS created by, or on behalf of the Contractor based on the Agreement, including the As-Built Documents related to the BESS.
1.15	Contractor’s Personnel	means any Contractor’s Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other

employees of the Contractor and of each of the Contractor's subcontractors; and any other personnel assisting the Contractor in the execution of the Works.

1.16	Contractor's Representative	the person appointed by the Contractor in the Agreement under Section 20 (<i>Contractor's Representatives, Site Management and Meetings</i>), who acts on behalf of the Contractor in relation to performance of this Agreement.
1.17	Due Date	has the meaning set out in Section 8.5 (<i>Payment Schedule</i>).
1.18	Environmental Information Regulations	means Law no. 292/2018 on the assessment of the effects of certain public or private projects on the environment or any other Applicable Law related to environmental information.
1.19	Final Certificate	means the certificate issued under Section 13.10 (<i>Guarantee Inspection</i>).
1.20	Force Majeure	has the meaning set out in Sections 17.10-17.25 (<i>Force Majeure</i>).
1.21	Good Industry Practice	means exercising that degree of skill, diligence and care, as well as practices, methods, acts, techniques and standards that would typically be applied by contractors of renewable energy and BESS assets in accordance with the good and prudent practice in the renewable energy and BESS industry and taking into account any applicable Romanian standard industry practices and guidelines and Applicable Law and regulations relevant to a contractor engaged under the same or similar circumstances in the construction of an asset similar to BESS Project.
1.22	Guarantee Period	has the meaning set out in Section 10.8 (<i>Guarantee Period</i>).
1.23	Hand-Over Certificate	has the meaning set out it Section 3.7 (<i>Access</i>).
1.24	Hazardous Substance	any substance or waste qualified as hazardous by the Applicable Law, including as per Government Emergency Ordinance no. 195/2005 on

		environmental protection (including the ones of an explosive, oxidizing, flammable, irritating, toxic, carcinogenic, corrosive, infectious nature)
1.25	HS&E or HSE	shall mean Health Safety & Environment and has the meaning set out in Section 23.1.
1.26	Indicative Payment Notice	has the meaning set out in Section 8 (<i>Payment Schedule</i>).
1.27	Individual Component	means any element or assembly of elements part of the Works with an independent function (e.g.: individual road, foundations, equipment pad, substation or cable line) as listed under Schedule 4 (<i>Payment Milestones</i>).
1.28	Key Subcontractors	has the meaning set out in Section 11.2 (<i>Subcontractors</i>).
1.29	Legal Reception	means the legal reception required under the Applicable Law (including Government Decision no. 273/1994, as amended by Government Decision no. 343/2017) to be performed by the Client with the competent authorities in relation to the Works and any other works performed on the Site by the Contractor and/or by any Other Parties, upon which the Legal Reception minutes shall be concluded, certifying the conformity of the Works with the building permit previously obtained in this respect and with the Applicable Law and technical requirements, and which shall be performed during the time period estimated within the Construction Programme.
1.30	Lender	means any entity providing finance to the Client in connection with the Project.
1.31	LTA	means any technical advisors appointed by the Lender as notified in advance to the Parties.
1.32	Modification	means any change to the Specification or the Works, which is instructed or approved as a modification under Section 17.1 (<i>Modifications</i>).

1.33	Mechanical Completion	means a construction milestone when all equipment is installed and ready for pre-commissioning as defined in Section 13.2.
1.34	Other Parties	has the meaning set out in Section 2.28 (<i>Co-operation</i>).
1.35	Permits	means the permits and licenses required for the development of the BESS, for the execution of the Works and for the Results, including but not limited to those listed in Schedule 8 (<i>Project Documents</i>), as part of the Project Documents.
1.36	Project Documents	means the agreements, permits and other approvals or parts thereof entered into/obtained by the Client in connection with the BESS set out in Schedule 8 (<i>Project Documents</i>) before or during the execution of this Agreement.
1.37	Punch List	has the meaning set out in Section 13.3 (j).
1.38	Punch List Retention	has the meaning set out in Section 13.8 (<i>Completion</i>).
1.39	Results	means the completed Works (in part or in whole, as the context may require), in each case as provided in accordance with this Agreement.
1.40	Site	means the places where the Works are to be executed and to which parts and materials are to be delivered and any other places as may be specified in this Agreement as forming part of the site, as communicated by the Client to the Contractor, with the Client's right to notify the Contractor of the change of the site location in reasonable advance of the relevant Works.
1.41	Specification	means the specification for the Works and Services set out in Schedule 1 (<i>Specification</i>).
1.42	TSO	means the Transmission System Operator i.e., [.] or its legal successor.
1.43	Test on Completion	means those tests as described in Schedule 9 (<i>Test on Completion Certificate</i>) or otherwise

agreed by both Parties or resulting from a Modification, and which are carried out under Section 12 (*Inspections*), before the Works are taken over by the Client.

1.44 **Time for Completion** means the time when the Works or any parts thereof should be completed by the Contractor in accordance with the Agreement, as set under the Construction Programme.

1.45 **Works** has the meaning set out in Section 2.7.

2 CONTRACTOR'S OBLIGATION TO RENDER SERVICES

Contractor's obligation to render services

2.1 The Contractor shall, in consideration of the Contract Price, carry out all the work, measures and procurement required in order to achieve the Results and to hand them over to the Client, all as specified and provided for in this Agreement.

2.2 The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price. This Agreement covers all of the Contractor's obligations and all of the work required to complete the Works and the remedying of any defects (in particular under the Sections 10.7 to 10.16 hereof) in accordance with this Agreement, and the Contractor warrants that no alterations or additional work entitling the Contractor to any additional remuneration exceeding the Contract Price are required to complete the Works or achieve the Results or the remedying of any defects therein, unless otherwise agreed as a Modification under Sections 17.1-17.9 (*Modifications*). For the avoidance of doubts, unless explicitly otherwise indicated herein, the Works will be executed with the use from the Contractor's or the Contractor's third-party's materials.

2.3 The Contractor shall perform its obligations under this Agreement in accordance with:

- (a) the terms and conditions of this Agreement, and in particular with the timelines indicated herein to complete the Works and achieve the Results;
- (b) Good Industry Practice;
- (c) Applicable Law;
- (d) the relevant Permits, where applicable for the Works;
- (e) Project Documents; and
- (f) obtained experience in BESS projects with comparable degree of complexity.

2.4 In the event the Contractor commits a breach of this Agreement, and the Contractor fails to remedy such a breach within thirty (30) days of a written notice

thereof from the Client, the Client may, at its sole discretion, remedy the breach (either by itself or by engaging a third party to do so) at the Contractor's risk and cost (without a requirement to obtain court's authorization). For the avoidance of doubt, Sections 17.1-17.9 (*Modifications*) shall not apply to the Client's rights under this Section 2.4 (*Contractor's Obligation to Render Services*).

Representations and warranties

2.5 The Contractor represents and warrants to the Client that:

- (a) it is a company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated and has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted and is duly qualified to do business in the country of incorporation and in any other jurisdiction in which its performance of the Agreement makes such qualification necessary;
- (b) it has full power and authority to execute and deliver the Agreement and to perform its obligations hereunder, and the execution, delivery and performance of the Agreement have been duly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by the Contractor and the Agreement constitutes the Contractor's legal, valid and binding obligation enforceable in accordance with its terms;
- (c) it is not in liquidation or subject to an administration order and no administrator, administrative receiver or receiver has been appointed over the whole or a substantial part of its property, assets or undertakings, and no equivalent or similar event has occurred;
- (d) the execution, delivery and performance of the Agreement by the Contractor and the consummation of the transactions contemplated hereby do not and will not contravene the certificate of incorporation or by-laws of the Contractor and do not and will not conflict with or result in a breach of or default under any indenture, mortgage, lease, agreement, instrument, judgment, decree, order or ruling to which the Contractor is a party or by which the Contractor or any of its properties is bound or affected;
- (e) all approvals required in connection with the execution, delivery and performance of the Agreement by it have been obtained or will be obtained in a timely manner so as to allow the timely performance of the Agreement;
- (f) it has conducted its businesses in compliance with applicable Anti-Corruption Laws and has instituted and maintains as at the date of this Agreement policies and procedures designed to promote and achieve compliance with such laws;
- (g) the Works and the Results are and will be free from encumbrances, free from third parties claims, and free from any other encumbrances and restrictions;

- (h) there are no defects or restrictions that may make impossible or essentially restrains the performance of Works and the use of Results for the purposes stated in this Agreement;
- (i) it is not using (and has not used) forced labour in its business activity;
- (j) each subcontractor or supplier within its supply chain is in compliance with all applicable forced labour requirements and the supply chain management system and no forced labour claim has been commenced;
- (k) it complies with international labour rights standards and regulations, including the commitments not to cooperate with vendors involving any illegal employment, child labour and forced labour; not to purchase or support the use of conflict minerals, and to pay close attention to its own green development;
- (l) it complies with all applicable HSE & energy management laws and regulation and meet interested parties requirements;
- (m) it provides necessary resources for implementing HSE and energy management system;
- (n) its registered office / seat is not located in the country or region that applies unfair tax competition and no payment under this Agreement is allocated to the Contractor's branch office or permanent establishment located in the country or region that applies unfair tax competition as defined above. In case of any change of the Contractor's seat or allocating rights and obligations under this Agreement to a permanent establishment located in the country or region that applies unfair tax competition, the Contractor will immediately notify the Client about this fact.

2.6 In the event any of the representations and warranties given by the Contractor in Section 2.5 turned out to be breached (turned out to be untrue, incorrect or misleading), the Contractor will compensate any damages, losses and costs incurred by the Client as a result of the occurrence of the said event, in each case subject to any and all liability limitations set forth in this Agreement.

Scope of Work

2.7 The Contractor undertakes, in consideration of payment of the Contract Price, to develop the entire balance of plant works for the BESS (including design, procurement, supply, delivery, installation, testing and commissioning of all electrical facilities and system, equipment, cable lines and their interfaces with the grid and with the BESS) and the remedying of any defects, to allow for the installation of the BESS in accordance with the BSA and the storage and transmission of electricity, in accordance with this Agreement and as more particularly described/detailed/supplemented in the Specification (the "**Works**") in the allotted period according to the Construction Program. The Contractor shall perform all tasks required to achieve the Results, even if they are not expressly mentioned in the Agreement.

2.8

The Works are divided into three main work streams (the “**Parts**”) as follows:

Part 1: Preparatory works in accordance with Schedule 1 (the “Preparatory Works”)

- (i) Design (P.T. + D.E. and “As-Built” stage) and construction of roads and site area. Full range: land planning, construction of access roads, construction of internal site roads, construction of the service roads;
- (ii) Design (P.T. + D.E. and “As-Built” stage) and construction of the site fencing.

Part 2: BESS field in accordance with Schedule 1

- (i) Design (P.T. + D.E. and “As-Built” stages) and installation, assembling of BESS modules. Complete installation of the foundation, construction, control, data collection, auxiliary systems, power supply for the BESS, assembling BESS modules, cabling works, connecting each BESS modules; earthing system, BESS modules, commissioning;
- (ii) Design (P.T. + D.E. and “As-Built” stages) and construction of MV transformer substations, power collection networks. Full range: foundations of MV transformer substations, power gathering networks;
- (iii) Design (P.T. + D.E. and “As-Built” stages) and construction of Main Connection Point

Part 3: Other work necessary to perform the main scope of work

- (i) Construction camp, construction of temporary equipment storage, security on sites of during construction, loading / unloading, communications (electricity, water, etc.) during construction, unloading of Client’s equipment, and other in accordance with Applicable Law and Schedule 1.

2.9

The Contractor’s obligations, in consideration of payment of the Contract Price, shall include, but are not limited to, the following tasks in relation to the Works:

- a) provide all labour, materials, supervision, machinery, equipment, goods and consumables required to ensure the safe and timely installation, maintenance and commissioning of the Works;
- b) design of the Works, including but not limited to: the appointment of the chief designer, developing and submitting of design documentation for review and approval by the Client, keeping the Client informed of the progress of design work and obtaining the necessary approvals of the design documentation from the competent authorities;
- c) procuring the construction equipment needed and paying all necessary custom clearance and taxes for the delivery of equipment and goods;
- d) delivery of final plans to the Client;

- e) drafting a health and safety plan and submission of the plan for review and approval;
- f) filing of the necessary notices with the authorities concerning the execution of the Works;
- g) procuring that the completed Works comply with the Applicable Law and other applicable mandatory legislation as well as all applicable Permits;
- h) procuring and maintaining the permits and licenses required for the execution of the Works and for the Results, including but not limited to those listed in **Schedule 8** (*Project Documents*) as being in the responsibility of the Contractor, as well as complying with the permits listed in **Schedule 8** (*Project Documents*) as being the responsibility of the Client or of the Contractor, that the Contractor shall diligently follow the procedures laid down by the relevant public authority in order to obtain such permits as are necessary for the performance of the Works which are the responsibility of the Contractor under this Agreement and the Scope of Works and the Client may provide the Contractor with necessary powers of attorney in this respect, if needed;
- i) completion of the tests required for ascertaining the functionality of the Works and related components as provided in this Agreement;
- j) execution of the Works in such a way that the Results meet the requirements specified in this Agreement in terms of functionality and so that they are fit for purpose;
- k) serving as the Contractor and principal contracting party responsible for the on-site management;
- l) preparation of the safety and security documents;
- m) as reasonably required, protection of building components and protection of the environment from damage caused by the Works;
- n) ensuring the procurement, logistics, safety storage operations, quality assurance and quality control in relation to the Works;
- o) attending the Legal Reception performed and using its best endeavours to satisfy all the requests of documents, clarification/s and explanation/s necessary to the Client and/or to the authorities and/or to other participants;
- p) perform the construction of the "construction camp", as well as ensure operation during the construction period and dismantling of all structures after completion of the Works. The "construction camp" shall include, in line with Applicable Law, the buildings and temporary structures, in particular adequate offices, toilets, dining room and those necessary for carrying out the Works, agreed with the Client and for the works of the Client's subcontractors under their construction contracts (the "**Construction**

Contracts") and production and distribution systems for essential consumables such as air, gas, electricity, water and WLAN etc.;

- q) construction and dismantling of temporary structures necessary for the Works (fence, signs, road signs, railings, pedestrian bridges, etc.);
- r) ensuring the safety of materials and equipment in warehouses, as well as in the assembled form, the Contractor's supply and the Client's supply for the entire period of construction;
- s) informing the Client on the construction process, provision of the progress reports on a weekly/monthly basis;
- t) training of the Contractor's Personnel for the successful execution of Works;
- u) training of the Client's personnel for proper operation of the equipment supplied by the Contractor at the Site;
- v) removal of all waste and temporary Site services from the Site in accordance with the Applicable Law and Permits after the elimination of all Punch List Items, unless otherwise agreed between the Parties.

2.10 The Contractor shall submit all relevant design drawings, specifications, programs, plans, and method statements to the Client for review sufficiently in advance before they are required for the procurement of materials, supplies, equipment, and components or prior to the performance of construction work. After receiving the relevant design drawings, specifications, programs, plans, and method statements, the Client shall respond with approval, or with disapproval and detailed comments in accordance with Sections 3.1-3.5 (*Review of Contractor's Documents*) below.

Equipment procured by the Client

2.11 The Client shall procure and deliver to the Site main equipment as listed in the **Schedule 4:** [] and as per the delivery schedule provided by the Client, for the purpose of the performance of the Works by the Contractor. The Contractor shall be responsible for unloading (as per the delivery schedule provided by the Client), storing, installing, security, testing and commissioning of such equipment. To that effect:

- a) the quantity, volume, characteristics, and specifications of the equipment already procured/to be procured by the Client is described under **Schedule 1 (Specification)** and the Contractor hereby acknowledges it and agrees that such specifications and details may be integrated within the technical and design solutions to be drafted by the Contractor and waives any future claims in relation to such equipment (it being understood that the Contractor shall not be liable for an unsuccessful integration resulting exclusively from hidden defects contained in the Client's equipment);
- b) when made available by the Client, the Contractor shall visually inspect the Client's main equipment and the Parties shall sign a delivery certificate as

per the form stipulated in **Schedule 14** (the "**Hand-Over Protocol**"), which shall include any items of outstanding work or defects identified in a punch list (if any) (the "**Punch List Items**"). Thereafter, the Client shall liaise with the relevant equipment suppliers with the aim of rectifying such shortage, defect or default on such timeline as reasonably possible. After the visual inspection and execution of the Hand-Over Protocol, the Client's main equipment shall come under the care, custody and control of the Contractor. If any loss or damage occurs to the Client's main equipment during the period when the Contractor is responsible for their care, the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Client's main equipment conforms to the requirements specified in the Agreement. The Contractor shall be liable to compensate loss or damage to such the BESS containers and modules.

- c) If the Client decides to procure any part of the equipment after signing the Agreement, the Client will notify the Contractor in respect of the quantity, volume, characteristics, and specifications of such equipment, with sufficient time in advance, so as to allow for the adequate installation of the equipment.

Site Services

2.12

The Contractor shall, in the period until the execution of a Completion Certificate, be responsible for the site services (including for the ones more particularly described in the Specification) which include but are not limited to the following tasks:

- (a) the creation (and dismantling after the construction) of the temporary facilities, areas, structures and installations needed for shared use on the site, as well as installation of measurement devices serving a common need, if applicable;
- (b) temporary modifications of roads and crossroads/junctions in order to enable the Contractor to undertake the Works and Other Parties to undertake their works in order to complete the Project. Construction of temporary and permanent roads shall be carried out in full compliance with the design solution prior to the start of delivery of the main shipments of equipment. In the event that incomplete roads (i.e. where not all layers of pavement have been laid) become operational, reinstatement/completion of such roads will be completed at the Contractor's cost;
- (c) the maintenance of common access paths, side roads necessary for the Works/Other Parties works, and general traffic arrangements and improvement of the access roads to the location of the substations (MVS);
- (d) site security for the BESS until execution of the Final Taking-Over Certificate, including safety and security of any of the goods, materials, equipment used/to be used in relation to the Works, equipment delivered by the Client and of any other item included in the scope of Works of the Contractor or

used in relation to the performance of the Works. An organised access regime and a system for controlling access and receipt of materials and/or equipment from the warehouse and their transfer back to the warehouse shall be established;

- (e) protection and maintenance of the objects under construction and the building components and construction materials connected with it, and protection of the environment from damage;
- (f) organisation of the site's internal waste management and removal of waste away from the Site in accordance with Applicable Law and Permits and keeping the BESS, the Site and the staff facilities clean, as well as carrying out snow clearance; and
- (g) connection to, access to and provision of all temporary utilities, including: gas, power, telecommunications, water and any other services and utilities the Contractor may require or need for the performance of the Works or in relation to such performance.

Notwithstanding any other provision in this Agreement, the Contractor's liability for breaches of this Agreement shall survive the issuance of the Completion Certificate.

Site management duties

2.13

The site management duties shall be the responsibility of the Contractor and shall include, but are not limited to, the following tasks:

- a) site administration, general management and appointment of a site manager;
- b) the obligations related to the Works as referred to in the relevant legislation, such as the obligations concerning health and safety at work, environmental monitoring and fire prevention. To that effect, the Contractor shall:
 - (i) comply with all the relevant labour Applicable Law as regards the Contractor's Personnel, including the laws related to employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights;
 - (ii) require the Contractor's Personnel, subcontractors and any other person with attributions on the Site to obey all Applicable Law, including those concerning safety at work, labour and immigration and emigration legislation, construction requirements, fire regulations, environmental protection regulations, health and safety standards and measures (and shall ensure the implementation and observance of such);
 - (iii) take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and establish the technical, sanitary and organizational measures for work safety and health corresponding to

the work conditions and environmental factors specific to the developed activity;

- (iv) conclude its own health and safety plan and shall appoint a site safety representative (health and safety supervisor) responsible for advising on safety and protection against accidents and shall ensure its constant presence on Site and shall provide the necessary health & safety training to all persons performing activities on the Site; and
 - (v) send to the Client details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Client may reasonably require. Any event (as it is defined by the Romanian Law no. 319/2006) or incident related to security and safety in work which requires notification to the relevant Labour Territorial Inspectorate and occurred or was caused on the Site and upon which employees, Contractor's Personnel, subcontractors of the Contractor and/or any other participants to the Works were involved shall be communicated by the Contractor, immediately, to the Labour Territorial Inspectorate. To the maximum extent permitted by the Applicable Law, the Client shall have no liability during the performance of the Works in relation to health and safety in work, environment protection, fire prevention nor in relation to any incidents occurred due to non-compliance by the Contractor (or by its subcontractors or other persons whose access on Site was allowed by the Contractor) with the relevant legislation and the Contractor shall be fully responsible for such incidents;
- c) arrangement and co-ordination of work on the Site;
 - d) procuring and maintaining valid insurances as set out in Section 15 (*Insurance*); and
 - e) compliance with the ESG concept – rules and approaches to doing business that contribute to its sustainable development. Be environmentally conscious, treat employees and customers responsibly, conduct transparent company operations and participate in charitable initiatives in the construction area.

Access and use of the Site

- 2.14 Whilst accessing the Site, the Contractor shall comply with any site rules communicated to it. The Contractor shall not obstruct, block or otherwise prevent others from accessing the Site.
- 2.15 The Contractor acknowledges that the Site is the property of third parties, and the Contractor shall comply with the requirements imposed by such third parties, in accordance with the Applicable Law and the Client's Land Agreements. The Contractor shall comply with the terms of use agreed between the Client and such third parties with respect to their respective parts of the Site as described in the

Project Documents. The Client has notified the Contractor, and the Contractor acknowledges to have knowledge of, all relevant terms of use of and access to the Site.

- 2.16 The Contractor shall, in compliance with the Applicable Law, bear all related costs and charges for special and/or temporary rights of way which he may require, if different than those provided by the Client. The Client undertakes to make the Site available, ensure the right of access to and/or non-exclusive possession of the Site (in the conditions provided by the Agreement and subject to the requirements of the Client's Project Documents and the Applicable Law), until the Works are fully completed and the Contractor leaves the Site. The Contractor shall be responsible for the potential crop damages in relation to the neighbouring plots to the Site.
- 2.17 The Contractor shall not interfere unnecessarily or improperly with:
- a) the convenience of the public, including parties having an interest in neighbouring land or property; or
 - b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Client or of others.
- 2.18 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to and within the Site and all areas in between which Works will be performed and shall take all necessary efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel and shall be responsible for the maintenance required for his use of access routes. The Contractor is also responsible for pollution of local and national roads caused by construction equipment/machinery leaving the Site and undertakes to strictly control the avoidance of such incidents. In the event of penalties being levied against the Client, these costs shall be borne by the Contractor.
- 2.19 Notwithstanding any other provision in this Agreement, the Contractor shall indemnify and hold the Client harmless against and from all damages, losses and expenses (including legal fees and expenses) incurred by the Client resulting from the claims of third parties arising out of or in connection with:
- a) the Contractor's use or misuse of its rights-of-way relating to the Site;
 - b) any unnecessary or improper interference with any third parties or with the access/use/occupation of any roads or access routes, including any damage to harvest;
 - c) any damage to a road, bridge or road furniture caused by Contractor's traffic or by the Contractor's Personnel;
 - d) the Contractor's improper operation or management of the Site;

- e) the Contractor's failure to comply with the requirements of the third parties owning the Site or the adjoining or neighbouring sites or with the terms of use agreed between the Client and any third parties.

2.20 For the avoidance of doubt, the Client shall be entitled to set off from the Contract Price any amount determined to be payable under the indemnity stipulated in Section 2.19 above, with any amount due to the Contractor under this Agreement.

Protection of the Environment and Environmental Information Regulations

2.21 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

2.22 The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated in the Specifications and shall not exceed the values prescribed by the Applicable Law.

2.23 The Contractor shall comply with all the environmental Applicable Law, including in respect of the disposal, the generation, handling, treatment, storage, disposal or transportation of any Hazardous Substance, including those related to clean-up, remediation or treatment of Hazardous Substance.

2.24 The Contractor acknowledges that the Client may become required to provide relevant information to the environmental authorities and shall use all reasonable endeavours to facilitate the Client's compliance with such information requests raised by the said authorities.

2.25 Where the Client notifies the Contractor that the Client has received, or that any authority has informed the Client that it has received, an information request (within the meaning of the Environmental Information Regulations), the Contractor shall provide all necessary assistance as reasonably requested by the Client, to enable the Client to respond to an information request or enable the relevant authority to respond within the time for compliance set out in that request or Applicable Law. Where the Client requests the Contractor's assistance in complying with an information request it shall, subject to the timing set by the relevant authority or Applicable Law, provide the Contractor a reasonable period within which to provide the requested information.

2.26 In no such event shall the Contractor respond directly or allow its subcontractors to respond directly to an information request without the prior written authorisation of the Client (save to the extent it is strictly required to do so by any Applicable Law or relevant authority, in which case the Contractor shall provide prior notice where possible).

2.27 The Contractor acknowledges the Client may be required under the Environmental Information Regulations to disclose information concerning the Agreement or the Project:

- a) in certain circumstances without consulting with the Contractor; or
- b) following consultation with the Contractor and having taken its views into account,

provided always that, where Section a) applies, the Client shall where possible draw this to the attention of the Contractor prior to any disclosure.

Notwithstanding any other provision in this Agreement, within seven (7) days after receipt of the Client's notice, the Contractor shall indemnify and hold the Client harmless against all documented direct damages, losses and expenses (including legal fees and expenses) incurred by the Client resulting from third-party claims arising out of or in connection with the Contractor's failure to comply with its environmental obligations under the Environmental Information Regulations or Applicable Law. For the avoidance of doubt, the Client has a right to set-off and/or deduct from the Contract Price any amount determined to be payable under this indemnity.

Co-operation

2.28

The Contractor acknowledges that works for the Project may also be undertaken by other contractors employed/appointed by the Client or by other third parties with attributions on the Site or will involve other parties with whom the Client or such third parties have entered into a contract (the "**Other Parties**").

The Contractor shall, without entitlement to claim additional cost or an extension of time:

- a) as and when reasonably requested by the Client (and shall procure that each subcontractor including each Key Subcontractor shall) provide to the Client and the LTA such data, reports, certifications of technical nature, technical assistance (including by way of example attendance at meetings) and other documents and information of technical nature as may be reasonably requested by, and answer questions from, the Client, Lender and the LTA relating to the Works, including information relating to the design, engineering, procurement, construction, commissioning, testing and delivery of the same, the status of any required authority approvals and such other matters as the Client, the Lender and the LTA may reasonably request in relation to the financing of the Works;
- b) allow appropriate opportunities for carrying out work by the Other Parties and the personnel of any legally constituted public authorities;
- c) reasonably cooperate with the activities of Other Parties;
- d) permit Other Parties the use and occupation of and access to parts of the Works or any section thereof; and
- e) not hinder or impede the Other Parties or interfere unnecessarily or improperly with the works to be carried out by the Other Parties under their respective contracts,

provided the work of Other Parties does not materially hinder, impede, delay or otherwise materially interfere with the performance of the Contractor's work under this Agreement.

- 2.29 The Contractor shall comply with its obligations set out in the Specification and shall attend weekly meetings with the Client and the Client's other contractors or any other meetings as may reasonably be required by the Client.
- 2.30 The Contractor finds the Construction Programme realistic and feasible (as communicated by the Client before the commencement of Works) and shall coordinate in this respect its schedule of Works with the schedules of Other Parties so as to avoid any overlap on Site with Other Parties or, otherwise, shall undertake all liability related thereto. For the avoidance of doubt, the Contractor shall not have the right to any extension to the Time for Completion due to any overlap with other Parties or due to the delay/interference of Other Parties in performing their works. In case the Contractor is impeded to perform its Works on a part of the Site due to an overlap with the works of any Other Party or due to the delay of any Other Party in performing their works, then the Contractor shall continue, to the extent possible, to perform part of the Works on any parts of the Site available or not obstructed by Other Parties so as not to delay the Time for Completion.

Design

- 2.31 The Contractor accepts entire responsibility for:
- a) the design of the whole of the Works (including all design work prepared before or after the date hereof and whether carried out by or on behalf of the Client or the Contractor), all designs contained in the Specification and for any error, mistake, inaccuracy or discrepancy contained in the same;
 - b) all aspects of the design development, the selection of goods and materials and the satisfaction of performance specifications and requirements included, specifically referred to in, or clearly implied from the Specification;
 - c) providing to the Client all information and documentation necessary for preparing the technical documentation (other than the ones in the scope of Works of the Contractor) and any other documentation necessary for the performance of the Works; and
 - d) other requirements in accordance with Applicable Law and rules in design and construction area.

The Contractor shall transfer the design documentation to the Client in 3 (three) hard copies, as well as in electronic format in PDF, with stamps and signatures, as well as the original format, such as dwg, excel, pdf, doc, etc. at the first request of the Client, as soon as possible and no later than within 10 (ten) days from the date of receipt of such a request.

Setting Out

- 2.32 The Contractor shall set out the Works in relation to the original points, lines, levels of reference in this Agreement. The Contractor shall be responsible for the correct positioning of all parts of the Works and shall rectify any error in the positions, levels, dimensions or alignment of the Works in accordance with this Agreement. The Contractor shall verify all such items prior to commencing the Work and shall be responsible for any reasonably discoverable errors in the specified items. The Contractor shall not be entitled to any extension of time or costs in executing the works which were necessitated by an error in these items of reference.

As-Built Documents

- 2.33 The Contractor shall prepare a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed (the "**As-Built Documents**") as per the Applicable Law. These records shall be kept on Site. For clarity, title and ownership to the As-Built Documents shall transfer to the Client as set out in Section 16.3 and the following.
- 2.34 The Contractor shall provide to the Client, as the case may be, the complete documentation related to the Works required by the Government's Decision no. 273/1994, as amended by the Government's Decision no. 343/2017 (Legal Reception) to be included in the technical construction book (in Romanian: "cartea tehnica a constructiei") in according with the Applicable Law.
- 2.35 The Contractor shall transfer the As-Built Documents to the Client in 3 (three) hard copies, as well as in electronic format in PDF, with stamps and signatures, as well as the original format, such as dwg, excel, etc. at the first request of the Client, as soon as possible and no later than within 2 (two) days from the date of receipt of such a request.

Unforeseeable Difficulties

- 2.36 Except as otherwise stated in this Agreement, including as set out in Sections 17.10-17.25 (*Force Majeure*):
- a) the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works, except as otherwise agreed under the Section 6 (*Extension of Time*) of this Agreement;
 - b) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, except as otherwise agreed under the Section 6 (*Extension of Time*) of this Agreement;
 - c) the Contractor acknowledges that the risk of encountering adverse site conditions, physical conditions or artificial obstructions (of any kind) during the execution of the Works shall be borne by the Contractor who shall not

be entitled to any additional payment or an extension of time to the Time for Completion.

- 2.37 Without prejudice to Section 2.36 above, the Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before entering into this Agreement as to the nature of the ground and sub-soil (including artificial things and structures both above and below ground), climatic and weather conditions, the form and nature of the Site, the extent and nature of the work and materials necessary for the completion of the Works, the means of communication with and transportation and access to the Site, the accommodation it may require. Without prejudice to the Contractor's entitlement to relief under Sections 17.10-17.25 (*Force Majeure*), the Contractor shall not be entitled to any extension of time or to any additional payment on grounds of any misunderstanding or misinterpretation of any such matter nor shall the Contractor be released from any of the risks accepted or obligations undertaken by it under this Agreement on the grounds that it did not or could not have foreseen such matter which might affect or have affected the performance and completion of the Works.

Project Documents

- 2.38 The Contractor acknowledges receipt of copies of the Project Documents. The Client shall provide the Contractor with copies of any amendments to the Project Documents.
- 2.39 The Contractor warrants that the performance of the Works, in accordance with this Agreement will not cause any breach of any Project Document.
- 2.40 If the Contractor fails to comply with its obligations under these Sections 2.38-2.40 (*Project Documents*), the Contractor shall forthwith at its own expense, alter, repair or replace any affected Works or part thereof.

Provision of Information to Client

- 2.41 The Contractor shall provide the Client with the following information:
- a) regular status and progress reports (including but not limited to: in respect of the Construction Programme) in the form set out in **Schedule 2** (*Daily Site Log-Book and Weekly Status and Progress Report*) via email in electronic "PDF" format (and editable format at the request of the Client) on:
 - (i) a weekly basis each within two (2) Business Days after commencement of a reporting week; and
 - (ii) a monthly basis each within five (5) Business Days after commencement of each reporting month;
 - b) reports on incidences occurred during the performance of the Works;
 - c) all relevant minutes of meetings; and

d) a register of technical queries.

2.40 The first progress report shall be produced after the Contractor's mobilization at the Site.

2.41. During the Works, the Contractor shall organize weekly site meetings with the Client's duly authorised representatives.

Contractor to inform itself

2.42. The Contractor shall be deemed to have satisfied itself, before entering into the Agreement, as to the extent and nature of the Works including but not limited to the services, personnel, materials and equipment, plant, consumables and facilities required for the Works, the correctness and sufficiency of the rates and prices, the Contract Price, as well as general and local conditions and all other matters which could affect progress or performance of the Works.

2.43. Any failure by the Contractor to take account of matters which affect the Works will not relieve the Contractor from its obligations under this Agreement.

Third Parties' Claims

2.44 Without prejudice to the provisions of Section 2.19, Section 2.27, Section 4.2, Section 10:

- a) if any claim in connection with the Works is brought against the Client or the Contractor by third parties (the "**Third Party Claim**"), the Parties shall cooperate in good faith in the investigation of reasons and facts asserted in such claims to determine (i) whether such claim is valid and accurate from a legal perspective and if valid (ii) the responsible (culpable) party which shall ultimately bear legal and financial responsibility for the event or circumstance described in such claim;
- b) in the event a Third-Party Claim is brought against the Client and the Client reasonably considers that facts or events asserted in such Third Party Claim are attributable to the Contractor, the Client shall be entitled to set off the amount of the Third-Party Claim, if already covered by the Client, with the amounts due to the Contractor under the Agreement;
- c) [in the event a Third-Party Claim is brought against the Contractor and the Contractor reasonably considers that facts or events asserted in such Third-Party Claim are attributable to the Client, the Contractor may forward such Third Party Claim to the Client for its initial review and analysis which shall be made no later than within 10 (ten) days. If such agreement is achieved between the Parties in this respect, the Contractor shall be entitled to receive from the Client the amount corresponding to the Third-Party Claim, if already covered by the Contractor, together with the next payment due to the Contractor under the Agreement;]
- d) in the event any Third-Party Claim is, based on the reasonable opinion of both Parties, minor and of no legal significance, the Parties may settle such minor

Third Party Claim amicably and determine which Party and in which proportion bears the cost of settlement, to which effect the parties shall execute a bilateral settlement act to reflect the foregoing;

- e) in the event any such Third-Party Claim is investigated by any governmental authority, the Parties shall cooperate with such governmental authority and contribute to such investigation in accordance with Applicable Law; and
- f) if no agreement is reached within thirty (30) days after the initial review conducted by the Client or the Contractor (as the case may be), the remaining provisions of this Agreement continue to apply and either Party may submit the matter to settlement under expert determination in accordance with Section 22.27 (*Independent Expert*) of this Agreement.

3 CLIENT'S OBLIGATIONS

Review of Contractor's Documents

- 3.1 Any of the Contractor's Documents (including the ones mentioned in the Specification) shall be submitted by the Contractor to the Client for review in a timely manner together with a notice as described below.
- 3.2 Unless otherwise stated in this Agreement, each review period shall not exceed 10 (ten) Business Days, calculated from the date on which the Client receives a Contractor's Document and a corresponding notice from the Contractor stating that the Contractor's Document is considered ready, both for review in accordance with this Section and for use.
- 3.3 The Client may, within the review period, give notice to the Contractor that the Contractor's Document fails (to the extent stated) to comply with this Agreement. If Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed in accordance with this Section, at the Contractor's cost, within the period set forth by the Client. Notwithstanding the aforementioned, the Client shall use its reasonable endeavours to specify all the defects identified in the Contractor's Documents, for which they fail to comply with this Agreement, in its initial notice.
- 3.4 For each part of the construction Works, and except to the extent that the Parties otherwise agree:
 - (a) execution of such part of the construction Works shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution and the Client's clear instruction for the commencement thereof;
 - (b) execution of such part of the construction Works shall be in accordance with these Contractor's Documents, as submitted for review; and
 - (c) if the Contractor wishes to modify any design or document which has previously been submitted for review, the Contractor shall immediately give notice to the Client for the Client's review and approval. Thereafter, the

Contractor shall submit revised documents to the Client in accordance with the above procedure.

- 3.5 Any such agreement or any review (under these Sections 3.1-3.5 (*Review of Contractor's Documents or otherwise*)) shall not relieve the Contractor from any obligation or responsibility nor shall it entitle the Contractor to an extension of Time for Completion.

Access

- 3.6 The Client shall give the Contractor a right of access to and non-exclusive possession of the Site and public areas as follows:

- (a) **Access to the Site:** The Contractor is given access to a plot of land within the boundaries of the cadastral numbers (marked on the Site plan included in **Schedule 1**) to the extent necessary to carry out Work, including construction work. The hand-over of the plot is carried out by signing a Hand-Over Certificate in the form detailed under **Schedule 13**. The Hand-Over Certificate shall be signed by the Client's authorised representative and the Contractor's authorised representative. The Hand-Over Certificate shall be accompanied by the necessary permit to perform construction work and the relevant graphic materials. The access shall be provided until after the signing of the [Completion Certificate and/or Conformity Test Certificate from TSO]; the Site shall be brought back to the Client in a satisfactory condition and [];
- (b) **Access to the public areas:** As regards the access to the public areas, the Contractor shall initiate the works only after receiving approval from the local municipality or the appropriate inspection or any other necessary approvals as per the Applicable Law. The Contractor is responsible to respect all conditions for the work imposed or recommended by the local municipality or appropriate inspection (as regards: working hours, necessary signs and restrictions, temporary structures, etc.).

Schedule 1 includes the identification of each land plot and the identification of the access means to each land plot and relevant information in this respect.

- 3.7 The Site or parts of the Site (e.g. equipment pads, foundations and technical roads) shall be handed over by means of the Parties' visual inspection under the (partial) Hand-Over Certificate issued by the Client as per the form contained in **Schedule 13** (*Hand-Over Certificate*). The Contractor shall sign the Hand-Over Certificate within 2 (two) Business Days after visual inspection of the Site or part of the Site. By signing the Hand-Over Certificate, the Contractor certifies that the Contractor has visually inspected the respective parts of the Site indicated in Hand-Over Certificate which are necessary for the performance of the Works, has acknowledged all relevant conditions and finds them satisfactory for the performance of the Works.

- 3.8 The Client hereby confirms that it has or intends as soon as possible after the date of this Agreement to lawfully obtain and hold all necessary rights and authorisations in accordance with Applicable Law for the possession and use of the

plots of land forming the Site, for the purposes of constructing the BESS and for the performance of all the Works pertaining to it. The Contractor acknowledges that the Site is the property of third parties. The Contractor shall comply with the specific terms of use agreed between the Client and such third parties with respect to their respective parts of the Site.

4 QUALITY CONTROL

- 4.1 The Contractor shall adhere to and monitor compliance with the relevant obligations under the Applicable Law at the Site and ensure that the soil and groundwater of the Site are not contaminated, each to the extent relating to the Works. The Contractor shall:
- (a) conduct any investigations necessary; and
 - (b) take all necessary remediation actions to clean up contaminated land, in accordance with applicable environmental laws and authorities.
- 4.2 Notwithstanding any other provision in this Agreement, if and to the extent that such contamination has been caused by the Contractor, the Contractor's Personnel, or its subcontractors in the course of the Works, the Contractor shall indemnify and hold the Client harmless against all costs of such investigations and remedial actions. If and to the extent that such contamination has been caused by the Client, its personnel or subcontractors (other than the Contractor), the Client shall indemnify and hold harmless the Contractor for any costs of such investigations and remedial actions.
- 4.3 The Contractor shall review the quality of the Works and shall correct any noticed deficiencies and defects before handover to the Client.
- 4.4 The Contractor shall notify the Client of any serious defects identified in the course of the completion of the Works and the measures which the Contractor shall take to correct them.
- 4.5 The Contractor shall procure that inspection of the construction goods and the building components is carried out before they are taken into use and also continuously during the Works. Operational inspections of systems and installations shall be carried out in the form of performance tests before taking into use or, at the latest, in connection with the Test on Completion when the systems and installations are ready and functioning.
- 4.6 The Contractor shall without undue delay remove from the construction site any of its construction equipment which is in breach of this Agreement.
- 4.7 The Contractor shall ensure that a supervising engineer works at the Site and that a supervising engineer from the equipment manufacturer has access, if so required by the equipment manufacturer or the Client.

Business ethics

4.8 The Contractor shall uphold the highest standards of business ethics in the performance of this Agreement. Honesty, fairness and integrity shall be paramount principles in the dealings between the Parties.

4.9 The Contractor agrees that it will not, directly or indirectly, receive from, or give or offer to give to any Other Parties, or to other contractors or suppliers, or to government officials or any other persons anything of material value which would be regarded as an improper inducement to any party. Any breach of this obligation shall constitute a material breach of this Agreement.

5 CONSTRUCTION PROGRAMME

5.1 The Contractor shall complete the Works in accordance with the Construction Programme, which includes the following key milestones (the "**Key Milestones**"):

nr.	Task/Description of Works	Milestones
1	Completion of Preparatory Works	[]
2	Completion of foundations for medium voltage stations (MVS)	[]
3	Completion of tracker system installation	[]
4	Completion BESS modules installation	[]
5	Mechanical completion (ready for energization)	[]
6	Final Taking-Over Certificate	[]
7	Completion of Punch List items	[]
8	Conformity Test Certificate by TSO	[]

5.2 The Contractor shall also submit a revised Construction Programme whenever the previous Construction Programme is inconsistent with the actual progress of the Contractor's obligations. Revisions to the Construction Programme shall also be included in the weekly reporting as set out in Section 5 (*Construction Programme*), shall be provided to the Client via email in electronic "PDF" format and added to the planning software, without prejudice to any rights or remedies available to the Client for any delay in completion. The Client shall review each revised programme submitted by the Contractor and may give a notice to the Contractor stating the extent to which it does not comply with the Agreement or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations, without prejudice to any rights or remedies available to the Client for any delay in completion. The Contractor shall promptly give notice to the Client of specific probable future events or circumstances which may adversely affect or delay the

execution of the Works. In this event, or if the Client gives notice to the Contractor that a Construction Programme fails (to the extent stated) to comply with this Agreement or to be consistent with the actual progress and the Contractor's stated intentions, the Contractor shall submit a revised Construction Programme to the Client in accordance with this Section.

5.3 The Contractor shall ensure that any revised Construction Programme meets the following requirements:

- (a) the revised Construction Programme shall show the sequence and timing of the activities by which the Contractor proposes to carry out the Works (including design, manufacture, delivery to Site, construction and testing); and
- (b) the revised Construction Programme shall be a Gantt-type chart clearly indicating the dependencies between activities, the critical path, milestones, approval periods, key tests and payment claim submission dates.

6 EXTENSION OF TIME

6.1 The Contractor shall be entitled, subject to Section 22.24 – 2.33 (*Contractor Claims for Extension*), to an extension to the Time for Completion, if and to the extent that any such element is or will be delayed for the following causes:

- (a) a cause of delay stated as giving entitlement to an extension of time under a Section of this Agreement;
- (b) a Modification (except where an adjustment to the Time for Completion has not been agreed under Sections 17.1-17.9 (*Modifications*)); or
- (c) a Force Majeure event,

but provided cumulatively that:

- (i) the Contractor has used its best endeavours to mitigate such delay and the impact of such delay;
- (ii) the Contractor had no possibility to reschedule the delayed task within the existing Construction Programme or redirect the Contractor's Personnel for performing Works on another part of the Site if such redirection is possible based on the Contractor's Personnel qualifications and competencies;
- (iii) if there are two or more concurrent causes of delay and only one of those concurrent causes is a cause of delay which would entitle the Contractor to an extension of the Time for Completion, the Contractor shall not be entitled to an extension of the Time for Completion for the period resulting from the sum of the two concurrent causes of delay and shall be entitled to the longest of the two concurrent causes;
- (iv) any extension of the Time for Completion shall be agreed by the Parties, ; and

- (v) the Contractor has complied with the requirements of Sections 22.24-22.26 (*Contractor Claims for Extension*).

7

CONTRACT PRICE

The total fixed contract price payable by the Client to the Contractor for the Works is **RON []** (in words, []RON) (the "**Contract Price**"), exclusive of value added tax which shall be added to the Contract Price (VAT []%, namely **RON []** ([])RON).

The Contract Price is a lump sum price, which means that it is fixed, final and unchanging and includes all services, materials, costs (including costs of manufacturing, supply and delivery), loading/unloading, as well as all export duties, import custom expenses, tariffs and other elements needed to fully perform the Agreement. The Contract Price shall not be affected by or be subject to any changes, in particular: increases in the cost of materials, wages, energy and other costs, including utilities, as well as possible changes in taxes, duties and import surcharges or changes in exchange rates. The Contract Price will not be subject to valorisation.

No alterations or additional work entitling the Contractor to any additional remuneration exceeding the Contract Price are required to achieve the Results except as otherwise provided under the Sections of this Agreement.

The Parties may adjust the scope of works and the Contract Price, subject to execution of an additional agreement, only after prior written approval from the Client.

Upon total fulfilment of Client's financial obligations under the Agreement the Parties shall sign a "*Statement Of Performing the Financial Obligations under the Agreement*" substantially in the form as provided in **Schedule 18** (*Statement Of Performing the Financial Obligations under the Agreement*).

8

PAYMENT SCHEDULE

- 8.1 The Contractor shall issue to the Client, by the 15th calendar day in the month preceding its anticipated submission of an invoice for completion of a payment milestone (or payment milestones), an indicative payment notice stating the amount it intends to invoice the following month (the "**Indicative Payment Notice**").
- 8.2 Applications for payment of the Contract Price shall be made on achievement of the payment milestones set out in **Schedule 4** (*Payment Milestones*).
- 8.3 Before each payment milestone, the Contractor shall submit the indicative payment notice to the Client in accordance with Section 8.1 (*Payment Schedule*). Within ten (10) Business Days upon having received the said notice, the Client shall either accept the Indicative Payment Notice or (where it has reasonable cause to do so), reject the Indicative Payment Notice by notifying the Contractor in writing, including the grounds for such rejection. The Client's failure to provide a

written rejection notice within the aforementioned period shall not be considered as acceptance of the respective payment notice.

- 8.4 Following acceptance of the relevant payment notice, as set out in Section 8.3 (*Payment Schedule*), the Contractor shall submit an invoice to the Client on terms set out in Section 8.9. The Contractor will issue the fiscal invoice in [__] currency equivalent calculated at the official RON/EUR / EUR/RON] exchange rate of the National Bank of Romania and applicable on the last Business Day prior to the issuance date of the invoice.
- 8.5 Subject to Section 8.8 (*Payment Schedule*) and provided that the Client has received an Indicative Payment Notice, payment shall be made by the Client to the Contractor no later than thirty (30) days after the Client's receipt of the Contractor's invoice (the "**Due Date**"), unless the Client disputes the amount being invoiced or the underlying reason for such amount and raises a dispute in accordance with Sections 22.27-22.34 (*Disputes*) in which case only the undisputed part of the invoiced amount will be paid to the Contractor until the dispute has been resolved. For the avoidance of doubt, the Client shall not be liable to make payment of any amount stated in an invoice received pursuant to this Section 8.5 (*Payment Schedule*), if the Client did not receive an Indicative Payment Notice in the month prior to the invoice being received.
- 8.6 All payments hereunder shall be made to the Contractor by wire transfer in the following currency: **RON**[]. The relevant payment shall be considered as made on the date the relevant amount is debited on the Client's bank account.
- 8.7 The Client may retain, set off, deduct or otherwise settle from any monies which are due and payable by the Client to the Contractor or which the Client may hold as security for the Contractor's proper performance under this Agreement any undisputed monies and amounts which are due and payable by the Contractor to the Client (including in respect of liquidated damages or other amounts due and payable) under this Agreement.
- 8.8 Where the amount claimed in the invoice submitted pursuant to Section 8.4 (*Payment Schedule*) is in excess of the amount stated in the Indicative Payment Notice, the additional amount claimed in excess of the amount stated in the Indicative Payment Notice shall be included in the following invoice (subject to it being included in the Indicative Payment Notice for that following invoice).
- 8.9 Each invoice shall be submitted by the Contractor in electronic PDF form to the following email address: [__] and [__] and contain the following information:
- a. Invoice header including Client's name and address:
 - Att:
 - Client's name
 - Client's address
 - Client's VAT number

- b. Contractor's name and contract details
- c. A unique sequential invoice number
- d. Agreement title and number
- e. Description of the scope of Works
- f. Date on which the invoice is submitted
- g. Due date for invoice payment
- h. Contractor's bank details
- i. Contractor's value added tax registration number
- j. Currency exchange rate as determined in the Agreement
- k. The amount invoiced to date
- l. The amount now due, excluding VAT
- m. The percentage rate of value added tax or indirect taxes relating to the invoiced amount (if applicable)
- n. The amount of value added tax or indirect taxes (if applicable)
- o. Possibility to invoice with reversed VAT.
- p. Other items if required under the Applicable Law.

8.10 General taxes and duties related to the Agreement performance shall be accrued and paid by each Party independently in the amount and under the procedure provided for by the Applicable Law.

8.11 Any payment made by the Client prior to the execution by the Client of the signed [___] Certificate shall constitute and be deemed as an advance payment for the Works. The Client may withhold any payment due to the Contractor in the event of a delay in the performance of the Works, which is caused or attributable to the Contractor, until the Works are properly performed by the Contractor.

9 LIABILITY FOR DELAY

9.1 Subject to Section 9.2 below, for each day that the Works (or any corresponding part thereof) remain uncompleted beyond any given Key Milestone, the Contractor shall pay to the Client liquidated damages for delay in the amount of **[0.5]%** of the Contract Price (exclusive of value added tax). If the delay shall last for more than 30 (thirty) days, the Contractor shall pay an additional one-off liquidated damages for delay in the amount of **[5]%** of the Contract Price.

9.2 Upon the receipt of the demand for payment of liquidated damages as set out in Section 9.1, the Contractor shall, within 7 (seven) days from the date of receipt of such demand, pay the liquidated damages to the Client in the amount and to

the bank account indicated in such demand. In case the Contractor fails to pay any due liquidated damages in term as specified above, the Client will be entitled to claim maximum statutory interest for delay, as well as the Client may at any time withhold and/or set off or otherwise recover such a corresponding sum of money, partially or in full, from the Contract Price and/or Performance Bank Guarantee and/or Advance Payment Bank Guarantee.

- 9.3 If during the performance of the Works, due to the fault of the Contractor, the Client shall suffer any delay and/or damage to the works performed under the Construction Contracts and/or any downtime of Client's subcontractor's personnel or equipment, the Contractor shall, at the request of the Client, compensate the Client for any direct cost borne and damage incurred by the Client arising out of the Contractor's failure to comply with the Construction Programme, based on the invoices and its payment confirmations provided by the Client.
- 9.4 If the Contractor is in delay in the performance of Works set forth in this Agreement for more than thirty (30) calendar days, the Client has the right to unilaterally terminate the Agreement without any liability, and/or to demand the Contractor to return of all the payments made to the Contractor under this Agreement. In this case the Contractor must return all payments received from the Client in full within seven (7) days starting from the date of receiving of the Client's official letter regarding payments return. In case the Contractor fails to return (pay back) all payments received to the Client in due term as specified above, the Client will be entitled to claim maximum statutory interest for delay, as well as the Client may at any time withhold and/or set off or otherwise recover such a corresponding sum of money, partially or in full, from the Contract Price and/or Performance Bank Guarantee and/or Advance Payment Bank Guarantee.
- 9.5 The Contractor's liability for delay under this Section 9 shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract. Guarantee payments paid by the Contractor under this Section 9 shall not prejudice any other right or remedy of the Client (including but not limited to the right to terminate this Agreement) and does not prevent the Client from claiming the full amount of loss suffered due to lack of performance or improper performance of the Agreement by the Contractor.
- 9.6 The Client has the right to withhold, set-off or deduct any moneys which are payable by the Contractor to the Client (including any guarantee payments) against the Contract Price and/or draw upon any security provided by the Contractor for the Client's proper performance of the Agreement (including any amounts callable under the Advance Payment Bank Guarantee and/or Performance Bank Guarantee). Furthermore, nothing in this Section affects the right of the Client to recover from the Contractor the whole of the debt or any balance that remains owing after any deduction.

10 LIABILITY OF CONTRACTING PARTIES

Indemnities

10.1 Notwithstanding any other provision in this Agreement, the Contractor shall indemnify and hold harmless the Client and its employees, contractors, personnel and agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of and brought by Contractor and the Contractor's Personnel, relating to:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or on in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, or otherwise; and
- (b) damage to or loss of any property, real or personal, including the Client's equipment on Site, in particular to the extent that such damage or loss arises out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, or otherwise.

10.2 Apart from the recovery entitlements by the Client applicable under this Agreement, the Applicable Law shall apply to the recovery of damages (if any) by the Contractor in respect of any damage to or loss of any of its property real or personal, arising out of a negligent act or omission of the Client, its agents or Other Parties.

General liability

10.3 The Parties are responsible for fulfilling their respective obligations under this Agreement. Unless otherwise provided in this Agreement, the Parties' liability shall include the obligation to compensate a Party for all direct loss or damage incurred by the other Party which is a result of a breach of the other Party's obligations under this Agreement. With the exception of Section 10.6 (*No limitation of liability*) and save as otherwise set out in this Agreement, neither Party shall be liable to the other Party (to the extent possible under Applicable Law) for any special, indirect, or consequential damages or losses such as, but not limited to, loss of revenue, loss of profit, loss of use, loss of production, loss of power, costs of capital, cost of replacement power, or costs or liability connected with interruption of operation. Without prejudice to the above, for the avoidance of doubt, any direct costs, expenses and damages incurred by the Client in respect of the Client's agreements with any third parties (in particular, but without limitation to, in respect of any construction, services or supply contract concluded by the Client in relation to the Project) as a result of the Contractor's breach of this Agreement shall not be considered an indirect or consequential loss (or any other loss covered by the exclusion mentioned above) for the purposes of this Agreement and the Contractor shall be liable for any such direct costs, expenses and damages.

10.4 Subject to Section 10.6 (*No limitation of liability*), the total liability of the Contractor to the Client, under or in connection with this Agreement, save for the indemnities given by the Contractor to the Client under Sections 10.1 (*Indemnities*), 2.19 (*Contractor Access Indemnity*), 2.27 (*Contractor Environmental Indemnity*) and Section 11 (Subcontractors) hereof, shall not exceed 100% of the Contract Price.

10.5 The Client's maximum aggregate liability under this Agreement shall under no circumstances exceed 100% of the Contract Price.

10.6 No limitation of liability shall apply in the case of:

- (a) a Party's gross negligence, fraud, criminal offences, or wilful misconduct; or
- (b) other matters which cannot be excluded under Applicable Law.

Liability for defects prior to Completion

10.7 In the event that any of the Works or any part thereof prior to Completion does not comply with the requirements set out in this Agreement, the Contractor shall be liable to repair the defect (in such case the provisions of Sections [] shall apply accordingly) or replace such part of the Works at its own cost without undue delay or as instructed by the Client.

Warranty Period

10.8 The Contractor guarantees that the Works and Results will be free from any error, defect, legal defect, latent defect, malfunction, incompleteness, failure, fault or damage in design, material, workmanship, operation and title, performed in accordance with the Applicable Law and comply with the provisions of this Agreement for a period of ten (10) years for the foundations (design, materials and works) and five (5) years for other completed works, including any assembly works, calculated from the date of the taking-over, as well as five (5) years calculated from the date of the taking-over for materials and equipment supplied by the Contractor (unless a shorter or longer guarantee period is provided by the manufacturer/distributor/supplier of such equipment/materials, but in any case not less than twenty four (24) months from the date of the taking-over) (the "**Warranty Period**").

10.9 In order that the Works and Results and each part thereof shall be in the condition required by this Agreement by the expiry date of the relevant Guarantee Period or as soon as practicable thereafter, the Contractor shall:

- (a) complete any work which is outstanding stated in the Completion Certificate, within such reasonable time as instructed by the Client; and
- (b) execute all work required to remedy defects, including but not limited to all consequences of the defects on the Results, within such reasonable time as instructed by the Client on or before the expiry of the relevant Guarantee Period.

For the avoidance of doubt, the Contractor's obligations under Section 10.8 include supplying goods, parts, equipment, tests, manpower and other services required in connection with remediation of such defect.

10.10 All work referred to in Section 10.8 (*Warranty Period*) shall be executed at the risk and cost of the Contractor, in consideration for payment of the Contract Price, unless the Contractor can demonstrate that the defect occurred due to:

- (a) normal wear and tear;
- (b) the incorrect operation of the Results; or
- (c) a failure of the Client to adequately maintain the Results.

10.11 If and to the extent that the defect is attributable to the Client, the Client may request that the Contractor remedies the defect within a reasonable time, which the Contractor shall not be entitled to unreasonably refuse to do. The Client shall reimburse the Contractor for its reasonable and proven costs incurred in remedying the defect.

10.12 If the Contractor fails to remedy any defect or damage as per Section 10.8 within thirty (30) days from the date it is notified of such defect or damage, an additional date may be fixed by (or on behalf of) the Client, on or by which the defect or damage is to be remedied.

10.13 If the Contractor fails to remedy the defect or damage by the date mentioned in Section 10.12 (or such additional date, if fixed by the Client in accordance with Section 10.13) and this remedial work was to be executed at the cost and risk of the Contractor as per Section 10.8 and 10.11 above, the Client may (at his option):

- (a) carry out the work himself or by others at the Contractor's cost and risk and the Contractor shall pay to the Client the costs reasonably incurred by the Client in remedying the defect or damage; and/or
- (b) terminate the Agreement as a whole or in part without any liability; without prejudice to any other rights under the Agreement or otherwise, the Client is then entitled to demand from the Contractor compensation for any damage, costs and losses incurred by the Client in connection with such defects and termination of the Agreement by the without, reimbursement of all sums paid to the Contractor, plus financing costs and the costs of dismantling the same, clearing the Client's site and returning the goods/equipment to the Contractor, if applicable.

10.14 Where a defect is corrected pursuant to the Sections 10.8-10.15 (*Guarantee Period*), the relevant Guarantee Period shall be extended for the corrected part of the Works (and that part only) by a period equal to the period required to eliminate the defect(s).

10.15 Notwithstanding other liabilities provided by the Agreement, if any claim in connection with the elimination of defects is brought against the Client by third parties (before or after Completion), the Contractor shall reimburse and indemnify the Client for such costs, in particular based on the invoice provided by the Client.

Liability for defects after the Warranty period

10.16 Following expiry of the relevant Warranty Period the Contractor shall remain liable within applicable statutory limitation periods to claim damages caused by such defects, which were caused by:

- (a) the Contractor's negligence;
- (b) any works or obligations not completed by the Contractor in accordance with this Agreement; or
- (c) due to a material neglect of quality control by the Contractor,

which the Client could not reasonably be expected to have discovered in the Test on Completion or during the Guarantee Period.

- 10.17 For the avoidance of doubt, the provisions of this Section 10 do not act to limit the Client's right to bring claims against the Contractor (whether for defects in the Results or otherwise) pursuant to mandatory Romanian law.

Liens

- 10.18 The Contractor shall not claim any lien or attachment on the Works or on any property of the Client in the possession of the Contractor or at the Site.
- 10.19 Without prejudice to any other provisions of Sections 10.19– 10.22 (*Liens*), the Contractor shall save, indemnify, defend and hold harmless the Client from and against all liens or attachments by any of the Contractor's subcontractors in connection with or arising out of the Agreement.
- 10.20 The Contractor shall immediately notify the Client of any possible lien or attachment which may affect the Works or any part thereof.
- 10.21 If at any time there is evidence of any lien or attachment to which, if established, the Client or its property might be subjected, whether made by any persons against the Contractor or made by any subcontractor against the Client, then the Client shall have the right to withhold and/or set off or otherwise recover from the Contractor such sum of money as will fully indemnify the Client against any such lien or attachment.

11 SUBCONTRACTORS

- 11.1 The Contractor may not subcontract the whole of the Works to one third party. The Parties acknowledge and agree that the Contractor may use subcontractors to complete parts of the Works.
- 11.2 The Parties hereby confirm that the subcontractors listed in **Schedule 5** (Key Subcontractors) and scope of their works under this Agreement have been notified by the Contractor to the Client.
- 11.3 Before any of the subcontractors (other than Key Subcontractors) start to perform the Works (or any part thereof), the Contractor must notify the Client, in writing, otherwise being null and void, a detailed scope of construction works commissioned to such subcontractor, with an appropriate part of the documentation covering the commissioned work and including their anticipated schedule and the fee amount. A failure to satisfy the obligation to notify the Client by the Contractor will not create the joint and several liability of the Client to pay

the fee to the subcontractor and will be considered by the Client as undue performance of contractual obligations by the Contractor.

- 11.4 Within 30 days of the delivery date of the notification referred to above to the Client, the Client may deliver to the subcontractor and Contractor a written objection to the performance of the Works by the subcontractor. The Client shall deliver the objection to the subcontractor and Contractor without undue delay. A failure to provide a written objection on time will be deemed as the Client's approval of the works commissioned to the subcontractor and covered by the notice.
- 11.5 The Client will be liable to pay the subcontractor's fee in the amount agreed upon in the agreement between the subcontractor and the Contractor, unless that amount exceeds the amount of the fee due to the Contractor for the Works (or specific part thereof). In such a case, the Client's liability for payment of the subcontractor's fee is limited to the amount due to the Contractor for the Works (or specific part thereof). In case the subcontractor makes a claim against the Client for payment of any remuneration in relation to the performance of construction works related to the Project, the Client shall inform the Contractor about any raised claims. The Contractor shall provide the Client with the relevant information/explanations/documents concerning the payments and/or claims of subcontractors on the basis of which the Parties shall ascertain whether the payment and or/claims of the subcontractor are justified. If the Contractor fails to provide true and accurate information/explanations/documents concerning the payments and/or claims of subcontractors to the Client, the Contractor shall indemnify the Client against its liability on this account. In case in Client's opinion, based on documents provided by the Contractor, the claim of the subcontractor is justified and the Client is required under law to make such payment directly to subcontractor, the Client shall have rights described below.
- 11.6 The above provisions notwithstanding, where the Contractor has failed to make a payment due to a subcontractor and thus the Client is required under law to make such payment directly to subcontractor, the Client shall have right to (i) use the performance security in order to satisfy a subcontractor's claim, (ii) reduce any payment due to the Contractor by the amount paid by the Client or due to the subcontractor or (iii) otherwise recover such amount in full from the Contractor as well as to seek compensation from the Contractor for any damage resulting from the Contractor's non-payment.
- 11.7 The Contractor shall remain wholly responsible for the carrying out and completion of the Works notwithstanding any subcontracting pursuant to this Section 11 (Subcontractors) and of the Client's approval thereof and shall be responsible for the acts and/or omissions of its subcontractors (as well as for Contractor's/ any subcontractor's agents, employees or personnel) as if they were the acts and/or omissions of the Contractor and remain liable for its contractual obligations towards the Client regardless of any subcontracting arrangements.
- 11.8 The Contractor declares that it will pay the due claims of its subcontractors for payment in a timely manner, in accordance with the agreements with its

subcontractors, and that it will not expose the Client to any liability. In order to mitigate this risk, the Contractor shall submit to the Client, along with each payment notice, documents confirming the payment to its Subcontractors of the remuneration due under the subcontracts. The primary form of such proof will be the relevant statements of the subcontractors. Other forms of proof that the Contractor has fulfilled its obligations towards its Subcontractors are not excluded. The Contractor shall additionally submit a statement confirmed in writing by the subcontractors on the status of its settlements with the subcontractors, with particular reference to the amounts yet to be invoiced by the subcontractors for payment by the Contractor. The Client will have the right to withhold its payments to the Contractor in the amount of the unsatisfied claims of the Contractor's Subcontractors as long as the Contractor fails to present the documents described above.

11.9 If any subcontractor provides any warranty, performance guarantee or other continuing benefits in relation to any part of the Works which extends beyond the Guarantee Period, Contractor shall, on the earlier of expiry of the Guarantee Period and termination of this Agreement, assign such warranty, performance guarantee or other continuing benefits to the Client.

11.10 Each subcontract in respect of a subcontractor shall be assignable absolutely by the Contractor to the Client without the subcontractor's consent and the Contractor shall make sure that each subcontractor shall so acknowledge and agree in its subcontract. In case the Agreement is terminated, and the Client decides to assume the Contractor's further obligations, at the request of the Client, the Contractor shall make sure that each subcontractor shall be duly assigned to the Client and shall make sure that each subcontractor shall so acknowledge and agree in its subcontract.

12 INSPECTIONS

Authority inspections

12.1 The Contractor shall procure that all reviews and inspections required under the Applicable Law or on the orders of the authorities are carried out and all requirements set and defects found in any inspections of the authorities in relation to the Works are fulfilled and remedied. The costs of such inspections and the fulfilment of requirements and remedying of defects shall be borne by the Contractor. An inspection conducted by the authorities does not restrict the rights of the Client under this Agreement.

Test on Completion

12.2 **Schedule 9** (*Test on Completion Certificate*) sets out the detailed provisions in relation to the Test on Completion, which complement these Sections 12.2-12.6 (*Test on Completion*). The Contractor shall provide at its cost all apparatus, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, material and suitably qualified and experienced staff, as are

necessary to carry out the Test on Completion. The Contractor shall agree with the Client the time, scope of actions and place for the Test on Completion.

- 12.3 The Contractor shall give the Client ten (10) Business Days' notice prior to the date on which the Test on Completion as set out in **Schedule 9** (*Test on Completion Certificate*) is scheduled to be undertaken. The Contractor shall confirm such scheduled date by no later than two (2) Business Days prior to the actual date when the Test on Completion will be carried out. The notifications shall be made in writing, after which the Test on Completion will be carried out, unless otherwise agreed between the Parties. The Client shall not unreasonably delay the Test on Completion and shall ensure the presence of its relevant representatives or personnel on Site for the Test on Completion. Before the Test on Completion, the Contractor shall ensure that the relevant Works are completed sufficiently in order to perform the Test on Completion and fulfil the requirements of this Agreement.
- 12.4 The Test on Completion shall state whether the Works are in accordance with the provisions of this Agreement, and shall include i.a visual checks, measurements, testing and tests intended to establish the quality, performance, reliability and compliance of the Works and the Results with the Agreement.
- 12.5 As soon as the Works have passed the Test on Completion, the Contractor shall submit a report of the results of the Test on Completion to the Client.
- 12.6 If a part of the Works fails to pass the Test on Completion, the Client or the Contractor may require the failed Test on Completion to be repeated under the same terms and conditions, for which the Contractor shall pay the Client all costs, losses and expenses incurred by the Client, or any party/persons appointed by and/or acting on behalf of it, as a result of any repetition of Test on Completion. For clarity, the Contractor shall be entitled to require only one (1) repetition of the Test on Completion.

Failure to Pass the Test on Completion

- 12.7 If any of the Works fails to pass the Test on Completion repeated pursuant to Section 12.6 (*Test on Completion*), the Client shall be entitled to:
- (a) order further repetitions of the Test on Completion at the cost of the Contractor; or
 - (b) issue a Completion Certificate; or
 - (c) engage a third party to complete the Works in order to pass the Test on Completion. Once the outstanding Works are completed by the third party, the Test on Completion shall be repeated. In the event that the Test on Completion is not passed, the process under this Section shall be repeated. The documented cost of the third party to undertake the outstanding Works and the cost of any repeated tests shall be borne by the Contractor.

In the event of Section 12.7(b) above, the Contractor shall then proceed in accordance with all other obligations under this Agreement and, without prejudice to any other right or remedy that the Client may have under this Agreement, the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value of the Works to the Client as a result of this failure and paid before the Completion Certificate is issued.

Failure to Pass Test on Completion, where Taking Over of a part of the Works has already occurred

- 12.8 Notwithstanding that an earlier part of the Works may have passed the Tests on Completion and notwithstanding that a Completion Certificate has been issued for that part of the Works, in the event that a later part of the Works has failed the Tests on Completion and such failure is attributable to an earlier part of the Works which has been taken over, such earlier part of the Works shall be treated as not having passed the Test on Completion, which shall be repeated and the provisions of Sections 12.2-12.6 (*Test on Completion*) and 12.7 (*Failure to Pass the Test on Completion*) shall apply to such repeated tests.

13 TAKING-OVER CERTIFICATE, MECHANICAL COMPLETION, AND COMPLETION

Taking-Over Certificate

- 13.1 The relevant Taking-Over Certificate in the form detailed under **Schedule 16** shall be issued by the Client for the relevant Works (or parts thereof) which were duly and fully completed in accordance with the **Schedule 1** (*Specification*), **Schedule 3** (*Construction Programme*) and **Schedule 4** (*Payment Milestones*), when the following conditions were (cumulatively) satisfied (where applicable), namely:

- (a) relevant equipment (if any) for the respective Payment Milestone provided by the Client for the BESS is installed;
- (b) all necessary wires and cables relevant for the respective Payment Milestone are installed (terminated, connected, fixed, etc.);
- (c) inspections were carried out by representatives of the manufacturer for the equipment provided by the Client (where relevant), the results of the inspections have not identified defects and are containing "no remarks", if such inspections are provided by the manufacturer(s); and
- (d) the security systems of the respective systems are in working order and fully functional.

The Client shall, within five (5) Business Days after satisfaction of conditions (a) to (d) above, issue the Taking-Over Certificate, stating the date on which the conditions (a) to (d) above were satisfied, which shall be the date when the relevant Works (or parts thereof) were completed in accordance with the Agreement; or in the event that any matter delays the satisfaction of conditions (c) or (d) above, at the Client's request the Contractor shall provide such

assistance to the Client as may be reasonable in order to support the satisfaction of such conditions.

13.2 The Mechanical Completion Certificate in the form detailed under **Schedule 19** shall be issued for the Works (or parts thereof) which were duly and fully completed in accordance with the Agreement, i.e. when all equipment provided by the Client for the BESS is installed according to design and is ready for pre-commissioning.

13.3 The Final Taking-Over Certificate in the form detailed under **Schedule 20** shall be issued for the Works (or parts thereof) which were duly and fully completed in accordance with the Agreement, when the following conditions are (cumulatively) satisfied, namely:

- (a) Mechanical Completion Certificate as specified under Section 13.2 has been issued;
- (b) all the necessary tests and measurements were carried out for particular equipment, construction and cable line;
- (c) the Contractor has completed all Works related to the BESS Project which are stated in this Agreement as being required;
- (d) communication equipment has the ability to transmit all scheduled signals, communication is verified, the upper level of control systems receives solar field signals;
- (e) security systems of tracking systems are in working order and fully perform their functions;
- (f) the Contractor has removed all waste and temporary Site services from the Site related to the BESS field, unless otherwise agreed between the Parties;
- (g) the Contractor has delivered the As-Built Documents to the Client;
- (h) [the Contractor has attended the Legal Reception performed by the Client with the competent authorities and used its best endeavours to satisfy all the requests of documents, clarification/s and explanation/s made by the Client and/or the competent authorities and/or other participants;]
- (i) the Legal Reception has been duly performed and the Legal Reception minutes, attesting the performance of the Works and the compliance of such Works with the building permit previously obtained in this respect and with the Applicable Law and technical requirements (as well as of any other works performed on the Site by the Contractor and/or by any Other Parties), has been duly concluded with the relevant authorities; and
- (j) the Parties have reached an agreement on a punch list identifying all minor defects, omissions and/or deficiencies in the Works that do not adversely affect the use and operation or the output, nor safety of the Works and were identified by the Parties during inspections of the Works (such agreement

not to be unreasonably withheld or delayed by either Party) (the "**Punch List**") and the value of rectifying the Punch List items has been determined by the Client within 5 (five) Business Days, in case the Contractor disputes the value then the provisions of Section 22.27-22.34 (*Disputes*) shall apply.

The Client shall, within five (5) Business Days after due completion of the Works (or parts thereof) in accordance with the Agreement and satisfaction of conditions (a) to (j) above, issue the Final Taking-Over Certificate, stating the date on which the conditions (a) to (j) above were satisfied, which shall be the date when the Works were completed in accordance with the Agreement; or in the event that any matter delays the satisfaction of conditions (a) or (j) above, at the Client's request the Contractor shall provide such assistance to the Client as may be reasonable in order to support the satisfaction of such conditions.

Completion

- 13.4 The Works shall have achieved Completion when:
- (a) the Contractor has completed all work which is stated in this Agreement as being required for the Works;
 - (b) the Test on Completion has been passed in accordance with Section 12.2-12.6 (*Test on Completion*) and Section 12.7;
 - (c) any guarantee payments for delay payable under Section 9 (*Penalties for Delay*) have been paid by the Contractor, where applicable;
 - (d) the Parties have signed a Final Taking-Over Certificate for the completed Works;
 - (e) the Contractor has delivered to the Client any documents required to be handed over to the Client under this Agreement, including but not limited to drawings required by the building permit and drawings possessed by the authorities;
 - (f) the Contractor has removed all waste and temporary Site services from the Site, unless otherwise agreed between the Parties;
 - (g) the Completion Certificate for the Works has been issued by the Client.
- 13.5 The Contractor may apply by notice to the Client for issuing the Completion Certificate not earlier than fourteen (14) days before the Works will, in the Contractor's opinion (acting reasonably), be complete and ready for Completion.
- 13.6 Subject to sub-Sections (a) to (g) of Section 13.4 (*Completion*) above having been satisfied, the Client shall, within fifteen (15) Business Days after receiving the Contractor's application for the Completion Certificate, either:
- (a) issue the Completion Certificate to the Contractor, stating the date on which the Works were completed in accordance with this Agreement, except for any items on the Punch List and the start date of the Guarantee Periods; or

- (b) reject the application, giving reasons and describing the work required to be done and/or the issues requiring to be resolved by the Contractor to satisfy the requirements for completion (for the avoidance of doubt, excluding the Punch List items) set out above and enable the Completion Certificate to be issued. The Contractor shall then complete this work and resolve such issues before issuing a further application for the Completion Certificate.

13.7 If the Contractor fails to complete the work and resolve the issues referred to in Section 13.6 (b) above within thirty (30) days of receipt of the Client's rejection of the application, then the Client may carry out such work himself or by others, in a reasonable manner and at the Contractor's risk and cost. Once the Client, either itself or through a third party has resolved all the issues set out in its rejection issued pursuant to Section 13.6 (b) (*Completion*) and the Contractor has paid the costs incurred by the Client pursuant to this Section 13.7, the Contractor may issue further application for the Completion Certificate.

13.8 In the event that Punch List items are determined pursuant to Section 13.3 (j), the Client shall be entitled to deduct from the Final Taking-Over Certificate payment, if the payment instalment due on the issuance of the Completion Certificate is not sufficient, an amount equivalent to [200]% of the cost of remedying the Punch List items (the "**Punch List Retention**"), such list being identified at the Client's discretion. In the event that the value of [200]% of the cost of remedying Punch List items for either part of the Works is less than RON [.] ([.] thousand Lei), the Punch List Retention for such part of the Works shall be EUR [.] ([.] thousand Euro). On completion by the Contractor of all of the Punch List items to the Client's satisfaction, the Client shall repay to the Contractor the Punch List Retention. In the event that the Contractor does not remedy any of the Punch List items (to the Client's satisfaction) within thirty (30) days of the date of issue of the Completion Certificate, the Client shall be entitled to permanently retain [.]% of the value of the Punch List items which remain uncompleted.

13.9 The Parties shall meet every one (1) week (or more or less often if requested by the Client) to discuss the status of the Punch List items and agree on timeframes for completing any outstanding Punch List items.

Guarantee inspection

13.10 Unless otherwise agreed, the Parties shall conduct a guarantee inspection no earlier than three (3) months before the expiry of the relevant Guarantee Period, and no later than the said expiry date. If neither of the Parties has, in sufficient time, requested a guarantee inspection to be held within the time limit, the relevant Guarantee Period shall elapse as agreed under this Agreement and the Client shall remain entitled to present demands concerning the Contractor's liability at the latest on the last day of the Guarantee Period.

13.11 The Contractor shall remedy, at its own cost, all defects notified in the guarantee inspection, in accordance with Section 14. The Client shall issue the final certificate to the Contractor (the "**Final Certificate**") within 30 (thirty) days of the later of (i) expiry of the final relevant Guarantee Period and (ii) when the Contractor has

remedied all defects notified to it in the Guarantee Period and the guarantee inspection. The issuing of the Final Certificate shall not be conclusive evidence that the Works are in conformity with this Agreement nor does it relieve the Contractor from its obligations or liabilities under Sections 10.16 -10.17 (*Liability for Defects after the Guarantee Period*).

14 PERFORMANCE SECURITY

14.1 The Contractor shall obtain and provide to the Client, at its own cost, as a condition to this Agreement coming into full force and effect and before the signing date of the Agreement, the following unconditional and irrevocable first demand bank guarantees, each duly executed by the parties to them (other than the Client):

- (a) a bank guarantee (the "**Performance Bank Guarantee**") substantially in the form set under **Schedule 11** (*Form of Performance Bank Guarantee*) or in a form previously agreed by the Client, to guarantee the Contractor's obligations under this Agreement to return in full all amounts paid by the Client to the Contractor hereunder, when such obligation arises. The Performance Bank Guarantee shall be provided by the Contractor within forty-five (45) days from the Effective Date and shall be in the amount of [.] ([.]) % of the Contract Price;
- (b) the Contractor shall ensure that the Performance Bank Guarantee remains valid and enforceable until the date on which the Final Certificate is issued for the Works (and shall replenish the value of the Performance Bank Guarantee in case the Client withdraws any amounts therein as per the Agreement, within twenty (20) days as of such withdrawal); the Parties hereby agree that the amount of the Performance Bank Guarantee shall be reduced to [.] ([.]) % of the Contract Price starting from the date of issuance of the Completion Certificate and the Contractor shall ensure that the Performance Bank Guarantee shall remain valid and enforceable until the date on which the Final Certificate is issued for the Works;
- (c) within the deadlines agreed as per **Schedule 4** (*Payment Milestones*), and in any event within thirty (30) days of the Effective Date, an advance payment bank guarantee for the Payment Milestone 1 – Advance Payment in the amount of [] ([])% of the Contract Price, payable in [] currency (the "**Advance Payment Bank Guarantee 1**"), and within sixty (60) days as of the Effective Date, an advance payment bank guarantee for the Payment Milestone 2 - Advance Payment in the amount of ([]) [] % of the Contract Price, payable in [] currency (the "**Advance Payment Bank Guarantee 2**"), both substantially in the form set under **Schedule 12** (*Form of Advance Payment Bank Guarantees*) or in a form previously agreed by the Client, to guarantee the Contractor's obligation under this Agreement to return in full all amounts paid by the Client to the Contractor for, respectively, the Payment Milestone 1 - Advance Payment, and the Payment Milestone 2 - Advance Payment, when such obligation arises. The Advance Payment Bank Guarantee 1 and Advance Payment Bank Guarantee 2 hereinafter collectively referred to as the "**Advance Payment Bank Guarantees**" and individually

as the "**Advance Payment Bank Guarantee**". The Advance Payment Bank Guarantees shall be maintained valid and enforceable until the delivery on Site of materials and equipment to be provided by the Contractor under this Agreement, exceeding a value equivalent to [] ([]) % of the Contract Price under Advance Payment Bank Guarantee 1 and [] ([]) % of the Contract Price under Advance Payment Bank Guarantee 2, which shall be evidenced by a respective delivery certificate signed by both Parties, and:

- (i) the Contractor shall, within five (5) Business Days after delivery on Site of materials and equipment to be provided by the Contractor under this Agreement issue the relevant delivery certificate, which shall be signed by the Client within two (2) Business Days from its submission (should the delivery certificate not contain any errors or incompleteness), stating the date on which the materials and equipment exceeding a value equivalent to [] [[]]% of the Contract Price under each Advance Payment Bank Guarantee were delivered to the Site; and
- (ii) the Client shall release, to the relevant extent, each Advance Payment Bank Guarantee within seven (7) Business Days from the date of the signed or deemed signed delivery certificate in accordance with the procedure stipulated above.

14.2 In the event the Performance Bank Guarantee and/or Advance Payment Bank Guarantee will be issued for a fixed term and the original Performance Bank Guarantee and/or Advance Payment Bank Guarantee shall expire before the occurrence of events justifying the expiry of the relevant bank guarantee as set out in Section 14.1 (b) and/or, respectively, Section 14.1(c), the Contractor shall provide the Client, no later than 2 (two) Business Day before the date of such expiry, with a new Performance Bank Guarantee, and/or, respectively, Advance Payment Bank Guarantee, on the same terms as the Performance Bank Guarantee, and/or, respectively, Advance Payment Bank Guarantee which is to expire; this provision shall apply repeatedly for issuance of subsequent bank guarantees; if the Contractor does not provide an Advance Payment Bank Guarantee in a timely manner, Article 4.3.1.6 shall apply accordingly.

14.3 Payment under the bank guarantees in Section 14.1 (*Performance Security*) above, shall be executed against presentation by the Client, as a beneficiary, of the following documents in writing:

- (i) the payment demand of the Client;
- (i) the supporting statement of the Client indicating that the Contractor is in breach of its obligations to return all or any of the payments and/or, respectively, advance payments, made by the Client to the Contractor hereunder.

14.4 Upon termination of this Agreement by the Client as per Section 21.4, or upon joint agreement of the Parties, the title to the materials and equipment delivered

by the Contractor to the Site and included in the delivery certificate pursuant to the Sections above, shall pass to the Client on the date of termination thereof.

- 14.5 The bank guarantees in Section 14.1 (*Performance Security*) above should be issued and maintained at all times by a bank that has a rating classification of one of the world's leading rating companies (Fitch IVSA, Standard & Poor's, Moody's) and meets requirements to the first-class banks (not lower than the investment grade), or by another bank at the Client's choice. The bank issuing the bank guarantees in Section 14.1 (*Performance Security*) above and the terms and wording of the bank guarantees in Section 14.1 (*Performance Security*) above shall be agreed by the Contractor with the Client in advance before such bank guarantee is issued. The bank guarantees in each case shall be subject to the Uniform Rules for Demand Guarantees (ICC Publication No. 758) / ICS URDG758, rev. 2010, and shall not be transferable and/or assignable (unless the Client requests otherwise) and shall not contain restrictions or prohibitions in respect of:
- (a) partial demand;
 - (b) multiple demands.
- 14.6 Notwithstanding any other provision of this Agreement:
- (a) the Client shall not be obliged to make any payment to the Contractor hereunder until the Contractor has provided the Performance Bank Guarantee and the Advance Payment Bank Guarantees as required under Section 14.1 (*Performance Security*); and
 - (b) the Contractor shall not be entitled to an extension of time under the Construction Programme where there is a delay in it obtaining and providing the Performance Bank Guarantee and/or the Advance Payment Bank Guarantees.
- 14.7 The Client may make a demand for payment under the Performance Bank Guarantee in order to cover any sums, damages, penalties, costs, expenses, compensation, fees for remedying the defects or the breach of the Contractor or otherwise payable or due by the Contractor under this Agreement, in the event that:
- (a) the Contractor is in breach or default under this Agreement and the Contractor has failed to remedy such breach or default within seven (7) Business Days' notice of such breach or default;
 - (b) the Contractor has failed to provide a replacement Performance Bank Guarantee in accordance with Section 14.2 (*Replacement or Amendment of Performance Bond*);
 - (c) the occurrence of a Contractor's default described in Section 21.4 (*Termination by the Client*); or

- (d) the occurrence of a termination for convenience cause described in Section 21.5 (*Client's Termination for Convenience*) and the Contractor's breach of the Agreement or default.

15 INSURANCE

General Requirements for Insurances

- 15.1 In this Section 15 (*Insurance*), "insuring Party" means, for each type of insurance, the Contractor, which responsible for effecting and maintaining the insurance specified in the relevant Section. Each insurance shall be effected with insurers and in terms consistent with the details in **Schedule 10** (*Insurance*).
- 15.2 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.
- 15.3 The insuring Party shall, within twenty-eight (28) days calculated from the commencement date of the Works as shown in the Construction Programme, submit to the other Party:
- (a) evidence that the insurances described in this Section have been effected; and
 - (b) copies of the policies for the insurances described in Sections 15.9-15.12 (*Insurance for Works and Contractor's Equipment*) and Sections 15.13-15.15 (*Insurance against Injury to Persons and Damage to Property*).
- 15.4 When each premium is paid, the insuring Party shall submit evidence of payment to the Client. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Client.
- 15.5 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Section.
- 15.6 The insuring Party shall not make any material alteration to the terms of any insurance without the prior approval of the Client. If an insurer makes (or attempts to make) any alteration, the insuring Party shall promptly give notice to the Client.
- 15.7 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Agreement or fails to provide satisfactory evidence and copies of policies in accordance with this Section, the Client may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the Client.
- 15.8 Nothing in this Section limits the obligations, liabilities or responsibilities of the Contractor or the Client, under the other terms of the Agreement or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the

Contractor in accordance with its obligations, liabilities or responsibilities hereunder. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Agreement, and the Client neither approves the omission nor effects insurance for the coverage relevant to this default, any monies which should have been recoverable under this insurance shall be paid by the insuring Party.

Insurance for Works and Contractor's Equipment

- 15.9 The Contractor shall insure the Works, plant, materials and Contractor's Documents for not less than the full value of the Contract Price. This insurance shall be effective from the date by which the evidence is to be submitted under Sections 15.1-15.8 (*General Requirements for Insurances*), until the date of issue of the Completion Certificate for the Works.
- 15.10 The Contractor shall maintain this insurance to provide cover until the date of issue of the Final Certificate, for loss or damage for which the Contractor is liable hereunder arising from a cause occurring prior to the issue of the Completion Certificate, and for loss or damage caused by the Contractor in the course of any other operations hereunder (including liability for defects).
- 15.11 The Contractor shall insure the Contractor's equipment for not less than the full replacement value, including delivery to the Site. For each item of Contractor's equipment, the insurance shall be effective while it is being transported to the Site and until it is removed from the Site.
- 15.12 The insurance policies under this Section:
- (a) shall be effected and maintained by the Contractor as insuring Party;
 - (b) shall cover all loss and damage from any cause which is not the Client's responsibility as per this Agreement;
 - (c) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Client of another part of the Works.

Insurance against Injury to Persons and Damage to Property

- 15.13 The Contractor shall insure against its liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sections 15.9-15.12 (*Insurance for Works and Contractor's Equipment*)) or to any person (except persons insured under Section 15.9-15.12 (*Insurance for Works and Contractor's Equipment*)), which may arise out of the Contractor's performance of the Agreement and occurring before the issue of the Final Certificate.
- 15.14 This insurance shall be for a limit per occurrence of not less than [EUR 5,000,000.00] per one occurrence and [EUR 10,000,000.00] in the aggregate, with no limit on the number of occurrences.

- 15.15 The insurances specified in this Section shall be effected and maintained by the Contractor as insuring Party.

Insurance for Contractor's Personnel

- 15.16 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
- 15.17 The insurance shall be maintained by the Contractor in full force and effect during the whole time that these personnel are assisting in the execution of the Works.

16 TITLE AND RISK

Effect of payment

- 16.1 Each item of plant, materials, components and equipment fitted or fixed thereto shall become the property of the Client at whichever is the earlier of the following times, free (and continuing to be free) from liens, security interests and other encumbrances:
- (a) after the signing of the relevant Taking-Over Certificate; and
 - (b) when the Contractor has received payment in full of the value of the relevant portion of the plant, materials, components and equipment fitted or fixed thereto under Section 8 (*Payment Schedule*).
- 16.2 The Contractor shall ensure that all plant, materials, components and equipment stored off Site, title to which has transferred to the Client, or which are already the Client's property such as the Client equipment procured by the Client that has been delivered to the Site (with risk having passed to the Contractor on execution of the Hand-Over Protocol) are marked as the property of the Client.

Removable materials, demolition waste and hazardous waste

- 16.3 Unless otherwise agreed, all soil, rock, wood and other waste removed from the construction area and not needed for the Works together with their transport from the Site, including related waste taxes and landfill fees, shall be the responsibility of the Contractor. All waste shall be disposed as per local or the Contractor's own requirements, on its sole expense, in accordance with the Applicable Law. Extracts from the Contractor's agreements with subcontractors on recycling and disposal of waste shall be provided to the Client within five (5) Business Days after Contractor's mobilization on Site.

Title and copyright to the drawings and plans

- 16.4 Save as set out below, each Party retains all rights in any background information supplied to the other Party under this Agreement. The Client shall own all Contractor's Documents created specifically in respect of and for the benefit of the Client under this Agreement and rights, title and ownership of any of the

Contractor's Documents shall automatically transfer to the Client upon delivery of such Contractor's Documents to the Client within the remuneration as set forth in this Agreement. The Contractor undertakes to enter provisions to this effect into all contracts with its Subcontractors. The Contractor represents that it has the exclusive intellectual property rights to the Contractor's Documents provided. The Contractor declares that the Contractor's Documents do not infringe any copyright, intellectual property rights or any other rights of third parties and shall be free of any physical and legal defects. To the extent the Contractor's Documents constitute copyrightable works, the aforementioned transfer covers a copyright transfer within the following fields of use:

- (a) the production of copies of the Contractor's Documents using any technique, including printing, reprography, magnetic recording and digital technology;
- (b) marketing the original Contractor's Documents or copies on which the Contractor's Documents have been fixed, lending or leasing the original or copies of the Contractor's Documents;
- (a) public performance, exhibition, display, reproduction and broadcasting and re-broadcasting, as well as making the Contractor's Documents available to the public in such a way that everyone can access them from a place and at a time of their own choosing,

and to the extent the Contractor's Documents constitute computer programs, the copyright transfer covers additional fields of exploitation:

- (c) permanent or temporary reproduction of the Contractor's Documents in whole or in part by any means and in any form;
- (d) translation, adaptation, rearrangement or any other changes in the Contractor's Documents;
- (e) dissemination, including lending or leasing, of the Contractor's Documents or their copies.

16.5 With the acquisition of the copyrights to the Contractor's Documents referred to in Section 16.4 above, the Contractor also transfers to the Client:

- (a) the right to exercise derivative rights and the exclusive right to grant authorizations to exercise derivative rights in the fields of exploitation indicated in Section 16.4 above;
- (b) the right to make changes or additions to the Contractor's Documents to translate, adapt, modify, develop, rearrange or make any other changes to the Contractor's Documents;
- (c) ownership of media containing the Contractor's Documents (including original copies, copies of the Contractor's Documents and computer media).

16.6 From the moment the Client acquires the copyrights to the Contractor's Documents referred to in Section 16.4 above, the Contractor:

- (a) undertakes not to exercise, and undertakes not to cause third parties to exercise, any moral rights in the Contractor's Documents; the Contractor undertakes to irrevocably bind its employees, sub-contractors and co-workers not to exercise their copyrights, including their moral rights, in the Contractor's Documents;
- (b) permits the Client to exercise its moral rights on its behalf for an indefinite period of time; at the same time, the Contractor agrees to publish the Contractor's Documents anonymously; the Contractor undertakes to obtain analogous permissions from its employees, sub-contractors and co-workers.

16.6 In the event of a third party claim alleging an infringement of any intellectual property right relating to the Contractor's Documents or equipment provided under this Agreement to the Client or as a result of the use of the Works, the Contractor shall at its own cost take the necessary legal action towards the party who is claiming its intellectual property rights have been breached in order to enable continued use of the Contractor's Documents, the equipment and/or intellectual property and shall reimburse the Client for any direct costs, losses, damages and expenses incurred in (i) defending the claim; (ii) making payment of any compensation to the third party claiming its intellectual property rights have been breached; (iii) modifying the Works or the Contractor's Documents; and/or (iv) procuring a licence to continue using the Contractor's Documents or the Works.

Risk

16.7 The risk for the Works before the Completion shall vest in the Contractor, irrespective of whether the Contract Price for such Works has been paid in part or in full.

16.8 The risk in the completed Works shall transfer to the Client upon the issuance of the Completion Certificate in accordance with Sections 13.4-13.9 (*Completion*). In any case, the Contractor shall be responsible for the security of his property on the Site after the execution of Completion Certificate.

16.9 The risk during transportation to the Site for any materials or equipment provided by the Client, of which procurement is not within the scope of the Works of the Contractor, shall vest in the Client, unless they have been explicitly handed over to the Contractor or they remain in the actual use by the Contractor. The risk for such materials and equipment shall vest in the Contractor during their unloading, storing and installing, testing and commissioning until the Completion.

17 MODIFICATIONS AND FORCE MAJEURE

Modifications

17.1 Each Party may initiate a Modification at any time prior to the issuance of the Completion Certificate.

- 17.2 Within ten (10) Business Days (or such longer period as the Client may agree) of a Modification request, the Contractor shall submit to the Client a fully detailed estimate of the proposed Modification which shall include:
- (a) a description of the work, if any, to be performed and a programme for its execution;
 - (b) the Contractor's proposals for any necessary modifications to the Time for Completion and/or to any of the Contractor's obligations under this Agreement;
 - (c) the Contractor's proposals for adjustment to the Contract Price including a detailed breakdown of the same and the Contractor's proposals for payment;
 - (d) the impact, if any, which the proposed Modification to the Works may have on the ability of any Other Parties and any other contractor the identity of whom is notified to the Contractor by the Client, to carry out their respective works under their contracts with the Client; and
 - (e) such further information as the Client may reasonably require.
- 17.3 Following receipt of the Contractor's estimate, the Client shall notify the Contractor as soon as possible, however in any event not later than within [____] days of the receipt of the estimate, whether or not the proposed Modification shall be carried out and the extent to which it accepts the Contractor's proposals in respect of the same.
- 17.4 In the event that the Client does not accept the Contractor's proposal, it may request that the proposal be resubmitted. The Contractor shall resubmit the proposal taking due account of any comments made by the Client, within five (5) Business Days of such request.
- 17.5 The Client may, acting reasonably, request further proposals until such time as the Parties have agreed on the terms on which any proposed Modification is to be carried out.
- 17.6 If the Client decides that the proposed Modification shall be carried out, it shall issue a Modification order clearly identified as such in accordance with the Contractor's submission or as modified by mutual agreement. If the Parties cannot agree on the proposed Modification under the steps provided in Sections 17.1-17.5, then they may either decide that the Works be carried out under the conditions initially agreed or submit their dispute for resolution in accordance with Sections 22.27-22.34 (*Disputes*).
- 17.7 In the event of an effect on the Contract Price and/or to the Time for Completion as a result of the Modification (if any), the Contract Price and/or the Time for Completion shall be adjusted as agreed between the Parties.
- 17.8 The Contractor shall not be obliged to accept and execute any Modifications, in particular those that would result in the Contractor and/or the Works being in breach of Applicable Law or any instructions or orders by competent authorities.

- 17.9 A Modification issued pursuant to Section 17.1-17.7 (*Modifications*) to omit or delete any part of the Works may relate to an omission for any reason whatsoever and any adjustment to the Contract Price relating to any such Modification shall be calculated on the basis of the reduction in the Contract Price arising from the omission of the Works.

Force Majeure

- 17.10 In this Agreement, "**Force Majeure**" means any event or circumstance that wholly or partially prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent that:

- (a) such an event is external, unpredictable, invincible, and inevitable;
- (b) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement, and which by the exercise of reasonable diligence such Party could not reasonably have been expected to avoid or overcome; and
- (c) such event is not the direct or indirect result of the negligence or the failure of, or is caused by, the Party seeking to have its performance obligations excused thereby.

- 17.11 Subject to the foregoing, events that could qualify as Force Majeure include the following:

- (a) acts of a public enemy, war (whether declared or not), insurrection, riot, civil disturbance, rebellion, violent demonstrations, revolution, sabotage, or terrorist action;
- (b) acts of God, including any effect of unusually severe natural elements or natural catastrophes, including earthquakes, floods, tornadoes, hurricanes, ice hail, and dust storms or similar cataclysmic occurrence, typhoon, lightning, induction caused by lightning, fire (except were originating from the cabling or transformers or maintenance building included in the Works), subsidence, mud flow, other earth or water movement floods, landslides, drought, unusual storms, electrical storms, tsunamis or volcanic activity;
- (c) emergencies (including emergency transmission load relief events and minimum generation emergencies) declared by a governmental authority requiring a forced curtailment of the BESS / Project or making it impossible for the transmission system operator to transmit energy;
- (d) strikes, work stoppages or other industrial activities that are not restricted in their scope to either Party, their Affiliates and/or the BESS / Project;
- (e) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Party's use of such munitions, explosives, radiation or radio-activity;

- (f) vessel or aircraft or objects falling from aircraft or other aerial devices or the occurrence of pressure waves caused by aircraft or other aerial devices traveling at supersonic speed;
- (g) radioactive, biological or chemical contamination, or explosion; and
- (h) blockade, embargo or other sanctions.

17.12 For the sake of clarity, events that do not qualify as Force Majeure include the following:

- (a) a strike, work stoppage or labour dispute limited to any one or more of Party, Party's Affiliates or any other third party employed by a Party to work on the Site or contracted by a Party to provide supplies or equipment for the BESS / Site;
- (b) a Party's insolvency or inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables all physical and/or all electronic facilities necessary to transfer funds to the payee Party;
- (c) inability of a Party to obtain, maintain, or renew any or all permits as of the time required to satisfy its performance obligations hereunder (except if a governmental authority acts ultra vires or does not act in accordance with applicable law, in which case such action may constitute Force Majeure);
- (d) mechanical defaults and breakage or failure of equipment, except to the extent actually caused by a Force Majeure; or
- (e) any new law or change in law occurring on or after the date of this Agreement, including an interpretation or application of law.

17.13 In case of doubt or dispute on a Force Majeure event, either Party shall provide to the other Party, when requested, a certificate of an authorized public agency of the country where the circumstances constituting the Force Majeure took place, confirming the fact of such circumstances, date of commencement and termination of such circumstances, if the issuance of such certificate is possible and is common practice in the respective country.

17.14 If a Party is or will be prevented from performing any of its obligations under this Agreement by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, that is or will be prevented from being performed. The notice shall be given within fourteen (14) days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

17.15 The Parties shall convene a meeting to discuss in good faith how to handle, mitigate and solve the situation following the notification of a Force Majeure event to ensure that the Works will be completed on time, to the extent possible. Following such discussion, the Contractor shall take any additional actions agreed

between the Parties that are reasonably required to secure that the Works are completed by the Time for Completion. Such actions may include:

- (i) remedying any effects of such Force Majeure event with an aim to still complete the BESS / Project, by applying such remedies as might be required and seek alternative ways to perform its duties under this Agreement e.g. by mandating additional or alternative service providers or contractors, as the case may be, at the Contractor's expense and as approved by the Client prior to such remediation; and
- (ii) limit any damage caused by the Force Majeure event.

For the sake of clarity, each Party shall bear their own costs incurred in relation to handling, mitigating and solving the Force Majeure event.

- 17.16 If the performance under a Construction Contract is delayed or prevented due to a Force Majeure event, or other relief provision under such Construction Contract, then the Contractor shall use its best efforts in finding alternative suppliers of the goods or services under the Construction Contracts or other ways to remedy any losses, delays or deficiencies caused thereby as approved by the Client prior to such remediation.
- 17.17 The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Section, the Client is not obliged to make any payments or advance payments for Works hereunder which have not been duly completed due to the occurrence of Force Majeure and the Client may suspend any such payments until the Force Majeure related to that part of Works ends.
- 17.18 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of this Agreement as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- 17.19 If the Contractor is prevented from performing any of his obligations under this Agreement by Force Majeure of which notice has been given under Section 17.14 (*Force Majeure*) the Contractor shall be entitled, subject to Section 22.16-22.26 (*Contractor Claims for Extension*), to an extension of time for any such delay, if the Time for Completion is delayed, under Section 6.1 (*Extension of Time*).
- 17.20 If any subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Section, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle it to relief under this Section.
- 17.21 If the execution of substantially all the Works in progress is prevented for a continuous period of four (4) months by reason of Force Majeure of which notice has been given under Section 17.14 (*Force Majeure*), or for multiple periods which total more than four (4) months within a twelve (12) months period due to the

same notified Force Majeure, then either Party may give to the other Party a notice of termination of this Agreement. In this event, the termination shall take effect seven (7) days after the notice is given, and the Contractor shall:

- (a) cease all further work, except for such work as may have been instructed by the Client for the protection of life or property or for the safety of the Works;
- (b) hand over Contractor's Documents, plant, materials and other work, for which the Contractor has received payment; and
- (c) remove all other goods from the Site, except as necessary for safety, and leave the Site.

17.22

Upon such termination, the Contractor shall be entitled to:

- (a) the value of any works undertaken in accordance with this Agreement up to the date of termination, but which have not been paid for; and
- (b) the cost of plant and materials ordered for the works which have been delivered to the Contractor, or the Contractor is liable to accept delivery of. Such plant and materials shall become the property of (and be at the risk of) the Client when paid for by the Client, and the Contractor shall place the same at the Client's disposal;

less any sums which have already been paid to the Contractor prior to the date of termination, and such amounts shall be the Contractor's sole entitlement to payment arising from any such termination. Without prejudice to the foregoing, the Contractor shall not be entitled to any loss of profit.

Upon termination of this Agreement, the Client shall not be liable for any compensation of the Contractor's expenses or losses incurred before the date of termination (other than set out in (a) and (b) above) and shall be relieved of any further obligation to the Contractor with respect to the terminated part of the Agreement.

Upon termination of this Agreement, if the amount of the advance payment and/or other subsequent payments made by the Client exceeds the price of the ordered at the date of the termination (that will be delivered to the Site) and/or shipped materials and/or rendered services and/or executed Works, the Contractor shall return (pay back) the difference between (i) the advance payment and/or other subsequent payments made by the Client and (ii) the price of the ordered at the date of the termination (that will be delivered to the Site) and/or shipped materials and/or rendered services and/or executed Works. The Client may at any time withhold and/or set off or otherwise recover such corresponding sum, partially or in full, from the Contract Price and/or from the amount of the advance payment and/or other subsequent payments made by the Client which exceeds the price of the ordered at the date of the termination (that will be delivered to the Site) and/or shipped materials and/or rendered services and/or executed Works. In case of non-payment by the Contractor, the Client will be entitled to claim maximum statutory interest for delay, as well as the Client may draw relevant amounts on

the basis the Performance Bank Guarantee and/or Advance Payment Bank Guarantee.

- 17.23 Upon termination of this Agreement pursuant to Section 17.20, the Guarantee Period pursuant to Sections 10.8-10.15 (Guarantee Period) shall commence and the Contractor's defects rectification obligations shall apply for the Guarantee Period, only in respect of the Works already performed. For the avoidance of doubt, this provision shall survive the termination of this Agreement.
- 17.24 The Parties accept to undertake the risk of fortuitous case as such is defined under Article 1351 of Romanian Civil Code and are therefore liable to execute their obligations under this Contract independent of any circumstances that may be deemed as fortuitous case.
- 17.25 A substantial change of circumstances from which the Parties proceeded in the conclusion of this Contract, such as increase/drop of level of relevant market prices or change of corporate policy or financial status of either of the Parties, shall not create a basis for amendment or termination of this Agreement, the provisions of Article 1271 (2) of Romanian Civil Code being deemed non-applicable to this Agreement..

18 LENDERS' REQUIREMENTS

The Contractor acknowledges that the Client may, prior to or after Completion, fund the Project through project financing arrangements with lenders and undertakes to cooperate with such lenders in order to satisfy the reasonable requirements of such financing, including the provision to the Client and the lenders' advisors of such data, reports, certifications of a technical nature, technical assistance and other documents and information of a technical nature, and answer questions from the Client, lenders and their advisors relating to the Works, including information relating to the design, engineering, procurement, construction, commissioning, testing and delivery of the same, the status of any required authority approvals, and the execution and delivery of all other documents or instruments necessary to accommodate such project financing, including consents to assignment in a form that the Client may reasonably require, certifications and representations, as well as entering into a direct agreement, if requested by the Client.

19 MONITORING AND STORAGE OF DOCUMENTS

Monitoring

- 19.1 The Contractor shall procure that the Client (and its representatives) has reasonable access to the construction site, receives all relevant documents and copies of all notices issued under the Agreement and is entitled to monitor the progress of the Works, and the Contractor shall grant or arrange reasonable access to relevant third parties and premises as may be required to properly execute the monitoring. The Parties agree that the monitoring by the Client is permitted throughout the entire construction period but shall be reasonably arranged so that

it will not unreasonably disturb the Contractor and/or restrict the Contractor from fulfilling and performing the Works in the agreed time.

Storage of Documents

- 19.2 The Contractor shall keep all documents and data, including that which is stored on computers, related to this Agreement for a period of seven (7) years after the Completion.

20 CONTRACTOR'S REPRESENTATIVES, SITE MANAGEMENT AND MEETINGS

- 20.1 The Contractor's representatives, site management procedures and meetings to be held by the Parties have been specified in **Schedule 6** (*Contractor's Representatives, Site Management Procedures and Meetings*). The Parties shall hold regular meetings on at least a weekly basis, with the aim of co-ordinating activities at the Site.
- 20.2 The Contractor has appointed the Contractor's Representative and has given him all authority necessary to act on the Contractor's behalf under the Agreement. For the avoidance of doubt, the Contractor's Representative has authority to act on behalf of all of the persons forming the Contractor. The Contractor's Representative shall be qualified, experienced and competent in the engineering discipline applicable for performance of the Works.
- 20.3 If the appointed person fails to act as Contractor's Representative, the Contractor shall submit to the Client for consent the name and particulars of another suitable person for such appointment.
- 20.4 The Contractor shall notify the Client five (5) Business Days before the date on which it intends to revoke the appointment of the Contractor's Representative or appoint a replacement. For avoidance of doubt, the replacement person shall be appointed from the list specified in **Schedule 6**, unless the Client agrees otherwise.
- 20.5 If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed from the list specified in **Schedule 6** (or person not included in the list if the Client agrees to such person before its appointment, under pain of nullity), and the Client shall be notified accordingly.
- 20.6 The Contractor's Representative shall, on behalf of the Contractor, receive instructions from the Client.
- 20.7 The Contractor's Representative may delegate any powers, functions and authority to any competent person from the list specified in **Schedule 6** (or person not included in the list if the Client agrees to such person before its appointment, under pain of nullity), and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Client has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

- 20.8 The Contractor's Representative and all these persons shall be fluent in English and Romanian. The Contractor's Personnel shall be fluent in English or Romanian or shall be provided with translation services into Romanian. The costs of such translation services shall be borne by the Seller and shall be included in the Contract Price.
- 20.9 The Client has appointed the client's representative and given him all authority necessary to act on the Client's behalf under the Agreement. For the avoidance of doubt, the Client's representative has authority to act on behalf of all of the persons forming the Client.
- 20.10 The Client shall ensure the availability of at least one person (personnel, agent, representative etc.) speaking English and Romanian to attend the Site if necessary subject to preliminary Contractor's reasonable request during working hours as per Applicable Law.

21 SUSPENSION AND TERMINATION

Suspension

- 21.1 The Client shall be entitled to suspend the Works in the following circumstances:
- (a) for the duration of any suspension required by a competent authority of all or part of the Works; or
 - (b) the Contractor breaches this Agreement, materially affecting the Works in a manner that it would, according to the Good Industry Practice, be reasonable to allow a prudent employer to suspend the construction Works; or
 - (c) an external event takes place, materially affecting the Works in a manner that it would, according to the Good Industry Practice, be reasonable to allow a prudent employer to suspend the Works.
- 21.2 Where the Contractor suffers delay and/or incurs costs as a result of a suspension under Section 21.1 and such circumstances are attributable to an act or omission by the Client or by Other Parties, the Contractor shall give notice to the Client and shall be entitled to an extension of time for any such delay under Section 6.1 (*Extension of time*), and payment of any additional costs occasioned by the suspension. For the avoidance of doubt, the Contractor shall not be entitled to any extension of time as and where the suspension of the Works is caused by the Contractor's activities or omissions.
- 21.3 In the event the Client has not paid any due and undisputed amount under this Agreement, within twenty (20) Business Days of the Due Date, the Contractor shall have the right to suspend the Works until the Client makes such outstanding payment.

Termination by the Client

- 21.4 The Client shall be entitled to terminate this Agreement immediately, without any liability, by providing a written notice thereof to the Contractor if the Contractor:

- (a) commits a material breach of this Agreement or a simple breach and fails to remedy such a breach (if capable of being remedied) within thirty (30) days from a written notice thereof;
- (b) has become liable to pay guarantee payments set out in Section 9.3 (*Penalty for Delay*);
- (c) is threatened with insolvency or becomes insolvent, has a receiver or trustee appointed for the benefit of its creditors, or a filing is submitted for:
 - (i) administrator in bankruptcy to be appointed over its assets;
 - (ii) protection from creditors under any bankruptcy or insolvency laws; or
 - (iii) procedure of corporate restructuring to be initiated in relation to the Contractor;
- (d) fails to procure and maintain the insurances in accordance with Section 15 (*Insurance*) and fails to remedy such breach within ten (10) Business Days from a written notice thereof by the Client (if capable of being remedied);
- (e) is in breach of provisions under Sections 24 (*Anti-Corruption*) 22.11-22.12 (*Anti-Slavery*) or Sections 4.8-4.9 (*Business Ethics*);
- (f) is in breach of any of the representations and warranties set out in Section 2.5;
- (g) subcontracts any Work or any part thereof in breach of Section 11 (*Subcontractors*);
- (h) abandons the Works;
- (i) assigns this Agreement in breach of Sections 22.18-22.21 (*Assignment*);
- (j) is in breach of the Health, Safety and Environment standards required to be maintained as per Section 23;
- (k) Client's claims, undisputed by the Contractor, exceed a total value of any limit of liability of the Contractor established as per the Agreement;
- (l) other cases set out in this Agreement apply entitling the Client to terminate this Agreement, such as the case set out in Section 9.4.

Client's Termination for Convenience

21.5

The Client shall be entitled to terminate the Agreement, at any time for the Client's convenience, without any liability, by giving notice of such termination to the Contractor. The termination shall take effect twenty-one (21) calendar days after the Contractor receives this notice.

Upon such termination set out in this Section 21.5, the Client shall pay to the Contractor the amounts consisting of the following:

- (i) amount of all outstanding invoices for the Work completed by the date of such termination;
- (ii) amount equal to the portion of the Contract Price allocated to the shipped material (loaded to ship at the date of the termination) and of finished material ready for shipment or already dispatched from factory, and
- (iii) amount equal to the documented costs of semi-finished materials.

less any sums which have already been paid to the Contractor prior to the date of termination, and such amounts shall be the Contractor's sole entitlement to payment arising from any such termination. Without prejudice to the foregoing, the Contractor shall not be entitled to any loss of profit.

Upon termination of this Agreement as per Sections 21.4 or 21.5, the Client shall not be liable for any compensation of the Contractor's expenses or losses incurred before the date of termination (and in case of termination hereof as per Section 21.5 - other than set out in Section 21.5 (ii) and (iii) above) and shall be relieved of any further obligation to the Contractor with respect to the terminated part of the Agreement.

Upon termination of this Agreement as per Sections 21.4 or 21.5, if the amount of the advance payment and/or other subsequent payments made by the Client exceeds the price of the ordered at the date of the termination (that will be delivered to the Site) and/or shipped materials and/or rendered services and/or executed Works, the Contractor shall return (pay back) the difference between (i) the advance payment and/or other subsequent payments made by the Client and (ii) the price of the ordered at the date of the termination (that will be delivered to the Site) and/or shipped materials and/or rendered services and/or executed Works. The Client may at any time withhold and/or set off or otherwise recover such corresponding sum, partially or in full, from the Contract Price and/or from the amount of the advance payment and/or other subsequent payments made by the Client which exceeds the price of the ordered at the date of the termination (that will be delivered to the Site) and/or shipped materials and/or rendered services and/or executed Works. In case of non-payment by the Contractor, the Client will be entitled to claim maximum statutory interest for delay, as well as the Client may draw relevant amounts on the basis the Performance Bank Guarantee and/or Advance Payment Bank Guarantee.

After a notice of termination under this Section 21.4 or 21.5 (*Client's Termination for Convenience*) the Contractor shall promptly:

- (i) cease all further work, except for such work as may have been instructed by Client and/or for the protection of life or property or for the safety of the Works;
- (ii) hand over the Contractor's documents, the Works, the materials and other work, for which Contractor has received payment; and
- (iii) remove all other Works from the Site, except as necessary for safety, and leave the Site.

Termination by the Contractor

- 21.6 The Contractor shall be entitled to terminate this Agreement immediately by providing a written notice thereof to the Client, if the Client:
- (a) fails to pay the Contractor any undisputed amount under this Agreement, within sixty (60) Business Days of the Due Date;
 - (b) becomes insolvent or a filing is submitted for administrator in bankruptcy to be appointed over its assets; or
 - (c) is in breach of provisions under Section 24 (*Anti-Corruption*) or 22.11-22.12 (*Anti-Slavery*) or Sections 4.8-4.9 (*Business Ethics*).

Consequences of Termination by the Client

- 21.7 After a notice of termination by the Client under Section 21.4 (*Termination by the Client*):
- (a) the Contractor shall cease to be entitled to receive any money from the Client until any additional costs of completing the Works and all other costs, losses and damages incurred by the Client as a result of the Contractor's default or other events giving rise to the termination or incurred as a result of the termination have been finally ascertained by written agreement of the Parties or following the procedure described under Section 22.27 (*Disputes*) (and the Client shall be entitled to recover from the Contractor any such costs, losses and damages so incurred) (the "**Additional Costs of the Client**"); and
 - (b) thereafter and subject to any deductions that may be made under the provisions of this Agreement, including, but not limited to, under Section 21.7(a) above, the Contractor shall be entitled to payment for the Works completed in accordance with this Agreement up to the date of termination (to the extent that such sums have not already been paid to the Contractor in accordance with the provisions of this Agreement) (the "**Termination Value**").
- 21.8 The Client shall ascertain the Additional Costs of the Client and provide these in writing to the Contractor. Within fourteen (14) days after the receipt of the value of the Additional Costs of the Client, the Contractor shall either agree with the ascertained Additional Costs of the Client or if no agreement is reached refer the matter to the procedure described under Section 22.27 (*Disputes*).
- 21.9 Upon agreement of the Parties on the ascertained Additional Costs of the Client:
- (a) where the Termination Value is in excess of the Additional Costs of the Client, the Client shall be entitled to set-off the Additional Costs of the Client from the Termination Value and the Client shall make payment to the Contractor of the difference; or

- (b) where the Additional Costs of the Client are in excess of the Termination Value, the Contractor shall pay the difference to the Client within fourteen (14) days of a request to do so in writing.

21.10

In case of termination by the Client:

- (a) The Client's choice to terminate the Agreement shall not prejudice any other rights of the Client, under the Agreement, Applicable Law or otherwise;
- (b) upon termination, the Contractor shall:
 - (i) leave the Site and deliver to the Client: any already available goods and materials required for the execution of the Works, all Contractor's Documents, and other design documents made by or for him,
 - (ii) comply immediately with any reasonable instructions for the protection of life or property or for the safety of the Works; and
 - (iii) if required by the Client, use its best endeavours to novate any subcontractor or to assign any subcontract to the Client;
- (c) after termination, the Client may complete the Works and/or arrange for any other entities to do so. The Client and these entities may then use any goods, materials, Contractor's Documents and other design documents made by or on behalf of the Contractor;
- (d) the Client may then give notice that the Contractor's equipment or other item of the Contractor will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor.

Consequences of Termination by the Contractor

21.11

After a notice of termination by the Contractor under Section 21.6 (*Termination by the Contractor*) has taken effect, the Client shall pay the Contractor:

- (a) the value of any works completed in accordance with this Agreement up to the date of termination, but which have not been paid for;
- (b) the cost of plant and materials ordered for the works which have been delivered to the Contractor, or the Contractor is liable to accept delivery of. Such plant and materials shall become the property of (and be at the risk of) the Client when paid for by the Client, and the Contractor shall place the same at the Client's disposal;
- (c) any additional costs, losses and damages incurred by the Contractor as a result of the Client's default or other events giving rise to the termination or incurred as a result of the termination, which have been finally ascertained by written agreement of the Parties or following the procedure described under Section 22.27 (*Disputes*) (and the Contractor shall be

entitled to recover from the Client any such direct costs, losses and damages so incurred).

such amounts shall be the Contractor's sole entitlement to payment arising from such termination. For the avoidance of doubt, the Contractor's claims for lost profits are excluded under this Agreement.

- 21.12 Any termination or expiry of this Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the entry into force or the continuance in force of any terms or provisions of this Agreement which by nature are intended to apply in spite of termination or expiry.

22 GENERAL

Confidentiality

- 22.1 The Parties shall keep confidential all terms of this Agreement and the transactions contemplated thereby (including but not limited to the contents of discussions related thereto) as well as any confidential information disclosed to the other Party in connection with the performance of the Agreement, in particular information constituting business secrets, as well as financial, legal, technical and organizational information relating to the other Party, as well as any data, materials, databases and analyses communicated by the other Party in connection with the performance of the Agreement, unless the disclosing Party obtains the other Party's prior written consent to disclose such information relating to the other Party (together the "**Confidential Information**"), and shall not disclose the Confidential Information nor use them for any other purpose than for the implementation of this Agreement or the consummation of the transactions contemplated thereby, save for disclosure of the Confidential Information to (and in each case subject to customary confidentiality agreements):

- (a) the employees, civil-law contractors, corporate bodies members, advisors, consultants, affiliates, associates, and engineers, who are subject to similar confidentiality obligations, who bona fide need to know such information in order to facilitate such transactions;
- (b) insurers of the Project or of any part of the Works;
- (c) Lenders, potential financiers of any kind or investors in connection with obtaining loans, financing or capital contributions to fund the Project (including their advisors having entered into similar confidentiality arrangements);
- (d) persons intending to acquire an interest in all or part of the Project or the equity of the Client's or any of its Affiliates ; or
- (e) authorities having jurisdiction over the relevant Party if required by any Applicable Law (including the laws concerning the fulfilment of the capacity obligations by the (Client), which require specific disclosures with the relevant authorities / market operator) or court decision or decision of a competent

public administration authority having jurisdiction over the relevant Party, provided that the Party required to make such a disclosure uses reasonable efforts to give the other Party, insofar as legally permissible, reasonable advance notice of such required disclosure in order to enable the other Party to prevent or limit such disclosure, as well as agree, insofar as legally permissible, on the extent and manner in which the information is to be disclosed.

- 22.2 The Client shall have the right to disclose the confidential information of the other Party to the banking institutions for the purpose of settlement, compliance with obligations that are the subject of this Agreement, to the applicable requirements, standards, regulations, treaties, norms and rules.
- 22.3 The obligation referred to in Section 22.1 above shall not apply to information which is in the public domain at the date hereof or which has become publicly available after conclusion hereof without breach of the obligation of confidentiality.
- 22.4 In case of breach of the receiving Party's obligations under this Section 22, the receiving Party shall indemnify the disclosing Party against any and all loss, damage, liability and expense, including reasonable legal fees caused by the breach of respective requirements of confidentiality under this Agreement, although the Contractor shall not be entitled to any special, consequential, indirect, punitive or exemplary damages or loss of profits claims as a result of a breach of this this Section 22.
- 22.5 Each Party acknowledges that the unauthorized use or disclosure of the Confidential Information would cause the relevant Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that the Party, Confidential Information of which was disclosed, will have the right to apply to the competent court to take appropriate action to protect its rights and to ensure that the receiving Party ensures compliance with the provisions of this Agreement, in addition to any other rights and remedies that the claiming Party may have under this Agreement, at law or otherwise.
- 22.6 The restrictions contained above in Section 22.1 shall continue to apply for a period of five (5) years after expiry of the latest Guarantee Period or termination of this Agreement (whichever is earlier).
- 22.7 In case of termination of this Agreement upon any reason the Parties should follow the confidentiality requirements as to the information received from each other as to the property, activity and business, and should not use such a confidential information and shall give back to each other all copies of the documents, applications and other written information received due to this Agreement.

Notices

- 22.8 All notices, requests, demands and other communication arising out of or relating to this Agreement shall be in writing in English and shall be sent by courier, first class mail and an e-mail to the relevant Parties at the addresses provided in this

Section 22.8, unless the Agreement provides otherwise (e.g. allows for mere e-mail communication). Each Party shall promptly notify the other Party of any change to any of the details set out in this Section 22.8 and such notice shall state the date on which such change takes effect. With respect to the Contractor, this shall also include the details of the nominated Contractor's Representative.

If to the Client:

Address: []

Address: []

e-mail: []

With a copy to:

(i) []

Address: []

email: []

(ii) []

Address: []

email: []

If to the Contractor:

[]

Address: []

email: []

With a copy to:

[]

Address: []

email: []

22.9 Any notice or other communication that complies with these Sections 22.8-22.9 (*Notices*) shall be deemed delivered:

- (a) if delivered by hand or courier, at the time of delivery; or
- (b) if sent by e-mail, at the time of transmission.

The Parties undertake to inform each other on any changes in legal addresses, banking details, liquidation or reorganization or any other changes that are

essential for fulfilment of their obligations under this Agreement within 5 (five) Business Days following the respective change.

Interpretation

- 22.10 Each Schedule to which reference is made herein and which is attached hereto shall be deemed to be incorporated in this Agreement by such reference. No provision or right under this Agreement will be considered waived without an explicit written statement or agreement signed by the waiving Party to that end in each specific case. A waiver of any provision or right under this Agreement will not be construed as a waiver of the same under any subsequent events or circumstances or as a waiver of any other provision or right thereunder.

Anti-Slavery

- 22.11 The Contractor shall comply with all applicable wage and hour, anti-slavery and human trafficking laws and shall not engage in human trafficking or use child or forced labour in connection with the performance of its obligations under this Agreement. The Contractor shall notify the other Client as soon as it becomes aware of any actual or suspected slavery, child or forced labour, or human trafficking in its supply chain which has a connection with this Agreement.

- 22.12 The Contractor represents and warrants that:
- (a) it has implemented policies and procedures reasonably designed to ensure that none of its suppliers, subcontractors, and other participants in its supply chain use slavery or child or forced labour or engage in human trafficking in connection with the production, distribution, or carrying out of its obligations under this Agreement, and
 - (b) to its best knowledge (within the limits restricting a company's right to receive information under the data protection rules), none of its officers, directors or employees has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery, child or forced labour or human trafficking. The Contractor shall provide all information reasonably requested in writing by the Client to evidence Contractor's compliance with this representation and these warranties.

Data Protection

- 22.13 The Parties confirm that they will take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data and comply with any other obligations under all applicable data protection laws and regulations.
- 22.14 During the performance of this Agreement, each Party, as independent data controllers, may collect, store and use several categories of personal data,

including name, telephone number, e-mail address, signature, related to the other Party's representatives, employees, agents or other persons representing this Party as necessary for the purposes of carrying out the Works, according to the legal and/or contractual obligations of the Parties and with the observance of the applicable data protection Applicable Law.

- 22.15 The Parties undertake to process the personal data of the persons involved in the execution of this Agreement, in order to execute this Agreement and in order to comply with the legal obligations, as long as it is necessary for the performance of the Agreement and in accordance with the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the relevant national data protection Applicable Law as well as undertake to provide the data subjects concerned with an appropriate privacy notice provided by the other Party in accordance with the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

No Approval

- 22.16 No approvals, comments, instructions, consents, acceptance or advice or indication of satisfaction given by or from the Client and/or on the Client's behalf nor any enquiry or inspection which the Client may make (or be made on its behalf) or have carried out on or for its benefit will operate to reduce, extinguish, exclude, limit or modify the Contractor's liability under this Agreement, nor its obligation to fulfil its duties and obligations under this Agreement. No failure of either Party to provide any approval, comments, instructions, consents, acceptance or advice required under this Agreement, nor any failure to expressly assert a right under this Agreement will operate to reduce, extinguish, exclude, limit, waive or modify the other Party's obligation to fulfil its duties and obligations under this Agreement.

Amendment

- 22.17 No amendment of any provision of this Agreement or its Schedules shall be effective unless made in writing and duly executed by or on behalf of each Party.

Assignment

- 22.18 The Contractor may not assign or transfer the Agreement, nor any of its rights or obligations hereunder, or delegate any performance under this Agreement or any part of the Agreement, without the prior written consent of the Client. The Client may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, transfer, sub-contract, novation or disposal.
- 22.19 The Client may assign or transfer the Agreement or all or any of its rights or obligations hereunder, without the prior written consent of the Contractor.
- 22.20 The Client may assign, pledge, or otherwise create a security interest over any of its interests (including but not limited to monetary rights and interests) under this Agreement, as security in favour of any Lender, without the prior written consent of the Contractor. If requested by the Client, the Contractor shall execute all

consents necessary in order to perfect any such security. For the avoidance of doubt, such assignment of or other creation of security interest over the Client's rights will not vary the Contractor's rights under the Agreement.

- 22.21 For the avoidance of doubt, the restrictions set out in Section 22.18 above do not apply to any assignment or transfer taking place by operation of law to a legal successor of either Party. This Agreement is binding upon both of Parties and their respective successors and assignees.

Governing Law

- 22.22 This Agreement and any non-contractual obligations arising out of or related to this Agreement, including, but not in any way limited to, those connected with the validity, execution, performance, change and termination of this Agreement, interpretation of the terms hereof, determining the consequences of invalidity or breach of the Agreement shall be governed by and interpreted under the laws of Romania.

- 22.23 The U.N. Convention on the International Sale of Goods (CISG) is excluded. Conflict of laws principles shall not apply. The Parties hereby acknowledge and agree that this Agreement (together with any annexes) constitutes the full agreement of the Parties as to the form, subject matter, content and other essential and other terms and conditions hereof, the effect of which is to supersede certain recommendations and requirements otherwise applicable generally as to the form and content of «foreign-economic agreements» or requirements to supply of goods, including their acceptance by quality and quantity.

Contractor claims for extension

- 22.24 If the Contractor considers itself to be entitled to any extension to the Time for Completion under any Section of this Agreement, the Contractor shall give notice to the Client, describing the event or circumstance giving a right to such claim. The notice shall be given as soon as practicable and not later than fourteen (14) days after the Contractor becomes aware or should have become aware of the event or circumstance.
- 22.25 If the Contractor suffers a delay as a result of Client's failure to deliver the Client's equipment in accordance with the Construction Programme, the Contractor shall be entitled to an extension of the Time for Completion which shall apply automatically for the period of corresponding number of days of delay.
- 22.26 If the Contractor fails to give notice of a claim within such period of fourteen (14) days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment and the Client shall be discharged from all liability in connection with the claim.

Disputes

- 22.27 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by

negotiation of the Parties, and either Party may, by giving notice, refer the dispute to a meeting of the Parties' appropriate higher management, to be held within ten (10) days after giving notice.

22.28

If the dispute is not resolved within twenty (20) calendar days after the date of receipt of such notice by the other Party, then the Client may, at its own discretion and with the binding effect upon either the Contractor, decide (i) to submit the dispute to a third-party expert in the field of the Agreement, as per this Section 22.33 or (ii) refer the dispute directly to arbitration as per Sections 22.34 and 22.35. If the Client decides that the dispute shall be submitted to a third-party expert, then no later than within the following ten (10) Business Days, then the Client may, at its own discretion and with the binding effect upon the Contractor, nominate three third-party reputable independent experts, including (but not limited to) from the following entities:

- Fichtner Group (company's site available at <https://www.fichtner.de/en/>);
- UL (company's site available at <https://www.ul.com/>);
- TÜV Rheinland (company's site available at <https://www.tuv.com/world/en/>);
- TÜV SÜD (company's site available at https://www.tuev-sued.de/home_de/).
- TÜV NORD (company's site available at <https://www.tuv-nord.com/en/tuv-nord-worldwide/>).
- AFRY (company's site available at <https://afry.com/en>);
- DNV (company's site available at <https://www.dnv.com/>);
- CEA (company's site available at <http://www.cleanenergyassociates.com/>);
- STS (company's site available at <http://www.sts-certified.com/>);
- Suncycle solar services (www.suncycle.es or www.suncycle.de);
- PI Berlin (www.pi-berlin.com);
- Fraunhofer (<https://www.fraunhofer.de/en/about-fraunhofer.html>);
- OdinSpire (<https://odinspire.com/>);
- Kiwa (<https://www.kiwa.com/en/markets/energy-and-power-generation/solar/locations/kiwa-pi-berlin/>);
- Pinsent Masons (<https://www.pinsentmasons.com/what-we-do>);
- Sinovoltaics (<https://sinovoltaics.com/>), and
- Intertek (<https://www.intertek.com/>)

or any other third-party reputable independent expert in the field of the Agreement, not included in the above list, with a request to the Contractor to

indicate one expert from the short-list, to be appointed by the Client to settle the dispute. If the Contractor indicates one expert from the short-list within five (5) Business Days after the date of receipt of such a short-list, then the Client shall appoint such expert to settle the dispute. If the Contractor fails to indicate one expert from the short-list within five (5) Business Days after the date of receipt of such a short-list, then the Client may, at its own discretion and with the binding effect upon the Contractor, appoint one expert from the short-list to settle the dispute.

The determination of the independent expert shall be binding, final and conclusive on the Parties.

The expert shall only review the items disputed directly before its appointment. The Parties must ensure or procure that the expert has reasonable access, subject to customary confidentiality undertakings, to the books, records and employees of the Parties, the expert may reasonably require for the purpose of its determination. The expert may decide upon the procedure that it intends to follow except that the expert must (i) give each Party a reasonable opportunity to make written and oral representations to it, and (ii) permit each Party to be present while oral submissions are being made by the other, and become familiar with the written representations of the other Party. Giving the expert's reasons, the expert must set out relevant grounds of its determination.

The expert shall provide resolution within the period of twenty (20) days from the date of its appointment.

Each Party shall be initially responsible for paying a half of the expert's remuneration. Then the Party proven wrong by the expert's determination shall finally bear all the costs of engaging the expert.

- 22.29 Any dispute, controversy or claim arising out of or in connection with this Agreement including any question regarding its conclusion, interpretation, execution, breach, termination or invalidity that has not been settled pursuant to Section 22.32 – 22.33 shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the Court of Commercial Arbitration of the Chamber of Commerce and Industry of Romania.
- 22.30 The number of arbitrators shall be 3 (three). The seat of arbitration shall be Bucharest and the language of the arbitration shall be English. The decision of the arbitrators shall be final and binding on the Parties.
- 22.31 Performance of this Agreement by both Parties shall continue, to the extent possible, during amicable settlement of the dispute and during any court or arbitration procedure under these Sections 22.27-22.34 (*Disputes*), provided that performance of the part of the works under dispute shall only continue if, and in the manner the Parties jointly agree.
- 22.32 The Parties agree that any disputes arising out of or in connection with the Agreement or any other contract related to the design, erection, commissioning

and servicing of the BESS System, including, but not limited to, the Construction Contracts, may be consolidated into one arbitration proceeding.

22.33 Disputes settled through arbitration are confidential. Confidentiality includes all information shared during the arbitration and any settlement, decision or verdict in connection with the arbitration. Such confidential information are subject to the provisions of Section 21.1 (*Confidentiality*). Each Party is entitled to share such information necessary to protect its rights towards the other Party in relation on to the dispute or if it is necessary according to legislation, public authorities, stock exchange or similar.

22.34 Notwithstanding Section 22.27, either Party may, before or during any arbitral proceedings, request an interim or injunction or any other provisional remedies available under the Applicable Law in a court of competent jurisdiction, collect uncontested claims from the other Party, or enforce an arbitral award in any competent court.

Counterparts of Agreement

22.35 This Agreement has been executed in two (2) identical counterparts, one (1) for each Party, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement and any other documentation contemplated hereby may be executed by wet-ink signature or by qualified electronic signature (which meets the requirements provided in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC).

Tax obligations

22.36 The Contractor shall be responsible for:

- (a) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which the Contractor is liable as imposed by any appropriate government authority whether of Romania or elsewhere, whether or not they are calculated by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to persons engaged or employed by the Contractor; and
- (b) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) including but not limited to income, profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which the Contractor is liable, whether arising in Romania or elsewhere, now or hereafter levied or imposed by any appropriate government authority whether of Romania or elsewhere, arising from this Agreement; and
- (c) compliance with all statutory obligations to make deductions on account of and to remit the required amounts to any appropriate government authority whether of Romania or elsewhere, including, but not limited to income tax, employee income withholding tax, national insurance, employee

taxes, charges, social security costs, levies and contributions whether or not they are measured by the wages, salaries or other remuneration or benefits paid to persons employed by the Contractor, or persons providing services in connection with the Agreement to the Contractor, and the imposition of a similar obligation upon all subcontractors or any other persons employed by them or providing services to them in connection with the Agreement, and ensuring that any subcontractor or any other person employed, or providing services on or in connection with the Agreement shall comply with this Section.

22.37 If the Client receives a notice requiring it to pay any levies, charges, contributions or taxes of the types referred to in Section 22.36 and/ or any interest or penalty thereon, whether with respect to the Agreement or, any subcontractor, their respective Affiliates or any other person employed by the Contractor or any subcontractor or providing any services to the Contractor or any subcontractor on or in connection with the Agreement, the Client shall forthwith notify the Contractor who shall work with the Client to make all reasonable endeavours to make any valid appeal against such payment. In the event that the Client is ultimately required to make such payment, the Contractor should indemnify and hold harmless the Client and reimburse the Client for any such sums and all costs reasonably incurred in connection therewith and the Contractor shall within fourteen (14) days of receiving written notice from the Client pay to the Client any such sum or the Client shall be entitled to deduct such sums from any monies due, or which may become due, to the Contractor.

22.38 The Contractor shall save, indemnify, defend and hold harmless the Client against all levies, charges, contributions and taxes of the type referred to in Section 22.36 (*Tax obligations*) and any interest or penalty thereon which may be assessed or imposed, by any appropriate government authority whether of Romania or elsewhere, on the Client in connection with the Agreement and from all costs reasonably incurred in connection therewith. If the Client is required by law to withhold a tax, the Client will withhold and pay the required amount on behalf of Contractor to the relevant tax authority within the time allowed and in the amount as required by law.

Relationship of the Parties

22.39 Nothing contained in the Agreement shall be construed as creating a partnership, agency, joint venture or employer-employee relationship between the Parties.

22.40 The Contractor shall ensure that its employees, or any employees of its subcontractors, shall in no circumstances be or be deemed to be employees of the Client. The Contractor is and shall remain the employer of all Contractor employees and shall be solely responsible for the employment, training, and payment of salaries, wages, bonuses, benefits (including health insurance, retirement and other similar benefits, if any) and other compensation, of all Contractor employees. The Contractor shall be responsible for the payment of all local, municipal and national withholding taxes and social security charges and other remuneration-related costs, and, at the reasonable request of the Client, the

Contractor shall provide evidence to the Client that all of such payments have been made.

23 HEALTH, SAFETY AND ENVIRONMENT

- 23.1 The Client places prime importance on health, safety and environment (hereinafter "**HS&E**" or "**HSE**") issues and requires that the Contractor, subcontractor and all their Affiliates subscribe to and actively pursue the highest standards of HS&E performance.
- 23.2 The Contractor shall comply with the Client's HS&E prescription as stipulated in **Schedule 17**.
- 23.3 The Contractor shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Works and shall keep strictly to the provisions of this Section 23 (*Health, Safety and Environment*). The Contractor shall collaborate with the Client in establishing HS&E interface arrangements and the production of a HS&E interface document.
- 23.4 Failure to meet the requirements of this Section 23 (*Health, Safety and Environment*) or to satisfy the Client's reasonable requirements with regard to the control of HS&E risks in any material respect will be regarded as due cause for the Client giving notice to terminate all or any part of the Works or the Agreement in accordance with Section 23.4.
- 23.5 The Contractor shall co-operate with the Client in providing an appropriate response to any emergency occurring at the Site and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.

24 INTERNATIONAL SANCTIONS AND ANTI-CORRUPTION CLAUSE

- 24.1 The Parties hereby represent and warrant to each other that (as of signing of the Contract by the Parties and for the tenure of the Contract):

a) the Party is not under sanctions regime imposed by the UN Security Council, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce, the U.S. Department of State, the European Union, Ukraine, the United Kingdom or by any other country or organisation which decisions and acts are legally binding (the 'Sanctions'); and

b) the Party neither cooperates nor is in a control relationship with any person/entity under the Sanctions; and

c) the Party conducts its business in compliance with the Anti-Corruption Laws.

The Anti-Corruption Laws shall mean:

- any law or other legislative act or regulation that implements the provisions of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or in accordance with which such provisions are applied; or

- any provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the U.K. Bribery Act 2010 that apply to the Parties hereto; or

- any similar law or other legislative act or regulation passed in jurisdictions (countries) where the Parties are incorporated or conduct its business, or which (or some provision thereof) is applicable to the Parties in any other cases;

d) the Party complies with the Anti-Corruption Laws applicable thereto and has implemented appropriate measures and procedures to ensure compliance with the Anti-Corruption Laws;

e) neither the Party nor all its affiliates, directors, officers, employees or any other persons acting on behalf of the Party have offered, authorised or solicited to give or accept any undue/unlawful pecuniary benefit or advantage in connection herewith, as also have not accepted any, and have no intention to do any mentioned actions at any time in the future, and that the Party has taken all reasonable measures to prevent subcontractors, agents and any other third parties, subject to its control or determining influence, from doing so;

f) the Party will not use any funds and/or property received hereunder to finance or facilitate any activities that may violate the Anti-Corruption Laws (including, but not limited to, by providing a loan, making contribution/deposit or otherwise transferring the funds/property in favour of its subsidiary, affiliate, joint venture or any other person).

24.2 In case one Party breaches the warranties and representations mentioned in this chapter of the Contract, such Party obliges to reimburse the other Party for all the losses caused by such breach.

24.3 In case of the Sanctions be imposed on one Party or in case it occurs that the Party cooperates with a person subject to the Sanctions, such Party shall immediately inform the other Party thereabout and reimburse the other Party for all the losses caused by or in connection with the Sanctions imposed thereupon or the cooperation with a person subject to the Sanctions.

24.4 Each Party may unilaterally suspend the performance of its obligations hereunder or terminate the Contract by a written notice to the other Party thereabout if such Party has reasonable grounds to believe that any of the above warranties and representations have been breached or will be breached. In this case, the Party that exercised this right on reasonable ground shall be released from any responsibility or obligation to reimburse penalties hereunder in connection with its non-performance of contractual obligations or any costs or losses incurred, directly

or indirectly, by the other Party as a result of such suspension/termination of the Contract.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of each Party.

Legal addresses and bank details:

The Contractor

[]

Trade Registry no.: []

VAT No.: []

Registered office: []

Bank account details: []

IBAN: []

Bank: []

SWIFT: []

The Client

[]

Trade Registry no.: []

VAT No.: []

Registered office: []

Bank account details: []

IBAN: []

Bank: []

SWIFT: []

For and on behalf of

[]

FULL NAME:

[NAME]

[TITLE]

FULL NAME:

[NAME]

[TITLE]