

CONTRACT

In Athens today, on theth day of in year 2023, between the contracting parties:

1. The société anonyme under the name **PLANET SA SOCIETE ANONYME FOR PROVISION OF CONSULTANCY SERVICES** having its registered office in 54A, Akakion Str. 15125 Athens, Greece, with Tax Registration Number (AFM) GR094212174, GEMI 400401000 (hereinafter referred to as "the Company") lawfully represented for the purposes hereof by Christos Giannakopoulos, Chairman and Managing Director
2. The company under the name having its registered office in, with VAT Registration Number / Tax Registration number, established by the law of, legally represented by (hereinafter "Subcontractor")

WHEREAS:

- (a) The Main Project under the title "**Western Balkans Investment Facility Infrastructure Project Facility Technical Assistance 10 (IPF 10)**" was awarded to the WBIF-IPF10 Consortium led by the Company, and the relevant contract with **contract no. AA-010071-001** (hereinafter "Main Contract") was signed between the Company as the Consortium leader and the European Investment Bank (hereinafter "Project Owner").
- (b) In the context of the Main Project, the subproject **WB24-SRB-TRA-02** with the title "**Reconstruction and Modernization of railway line Lapovo- Kraljevo-Lesak-Kosovo Polje- Đeneral Janković – state border – (Volkovo), section Kraljevo – Rudnica, Feasibility Study, ESIA, Preliminary Design and Tender Documents**" in Serbia (hereinafter the "Subproject") was approved for implementation by the WBIF-IPF10 Consortium led by the Company on **18/06/2021**.
- (c) In the context of implementation of the Subproject, the WBIF-IPF10 Consortium led by the Company announced an Invitation to Tender for the contract with the title "**Service Contract for Geological and Geotechnical Surveys**" (hereinafter the "Project") and the Subcontractor submitted his Offer for carrying out the Project.
- (d) The Project is awarded by the WBIF-IPF10 Consortium led by the Company to the Subcontractor
- (e) In the context of the Main Contract and the Subproject, this contract is entered into force, whereby the Company assigns, and the Subcontractor undertakes the performance of the Project in accordance with the terms of the documents which govern this contract and are mentioned in the relevant article in it, the Subcontractor hereby stating that he has obtained knowledge of such documents and that he accepts them irrevocably and unconditionally.

ARTICLE 1

SCOPE OF THE PROJECT – SUBCONTRACTOR OBLIGATIONS

- 1.1. The Subcontractor shall perform the Project as described in the Terms of Reference of the Project (hereinafter "**ToR – Geological and Geotechnical Surveys**") presented in Appendix 1, and the Subcontractor's Offer presented in Appendix 2, which both Appendices constitute an integral part of the present Contract and which shall be performed by the Subcontractor in accordance with the

terms and agreements of the present Contract and the Appendices thereto, of the Subproject and the Appendices thereto and of the Main Contract and the Appendices thereto.

- 1.2. The Subcontractor is under obligation to perform the scope of work as defined hereof using the suitably specialised personnel that is required for due and timely performance of such scope of work for whom the Subcontractor is solely and exclusively liable, the Company bearing no liability whatsoever. In any case no employment/dependence relation or representation or agency or partnership relation is created between the Company and the personnel and associates of the Subcontractor.

ARTICLE 2

DURATION OF PROJECT IMPLEMENTATION

- 2.1 The Subcontractor is under obligation to complete the performance of the work as assigned by the Company hereof five (5) working days prior to the expiry of the partial contractual deadlines and of the overall performance deadline provided for in the time-schedule of the **ToR – Geological and Geotechnical Surveys** and of any other subsequent project planning agreed with the Company and the Project Owner.
- 2.2 Should the duration of performance of the Project hereof be delayed or extended or suspended or interrupted due to reasons not referring to the fault of the Subcontractor but to any other reason, including Project Owner fault, then the Company is under obligation to reimburse to the Subcontractor the price for the project performed until such time, under the condition that the Project Owner shall pay such price to the Company under the Main Contract and / or the Subproject and the Subcontractor is obliged to comply with the new circumstances such as time-schedule and deadlines. In such event, the Subcontractor shall not be entitled to payment of additional fee, expenses and compensation by the Company, regardless of whether the Project is continued or not.

ARTICLE 3

DELIVERABLES – DELIVERY AND ACCEPTANCE

- 3.1 The Subcontractor bears full liability for the due and timely delivery of the Works and the Deliverables as defined in Appendix 1 and 2 of the present Contract which constitute an integral part hereof and in accordance with the provisions of the Invitation to Tender for the Project, of the contracts of the Subproject and the Main Contract, and of the documents in general governing the present Contract.
- 3.2 Acceptance of the scope hereof and of the Works and Deliverables as defined in Appendix 1 and 2 of the present Contract shall take place in accordance with the provisions of the Subproject and the ToR – Geological and Geotechnical Surveys and by the Project Owner body appointed for this purpose (namely the...)
- 3.3 The Subcontractor shall deliver to the Company the Works and the Deliverables of the Project five (5) working days prior to the expiry of the agreed deadlines of the of the Subproject and according to the corresponding time schedule of the present Contract as in force each time regarding the scope of work hereof. The Company is entitled, within two (2) working days from delivery of each deliverable, to express its remarks or objections thereon, demanding the immediate and prompt removal, without the contractual deadlines of the Subproject and of the present Contract being affected, of any imperfection, deficiency and defect or the correction, addition to and improvement of the Project. The provisions of the Subproject concerning the procedure for Acceptance by the Project Owner are then analogously applied in the present Contract.

- 3.4 Approval by the Company as above shall under no circumstances constitute final acceptance of the Project under the present Contract and does not discharge the Subcontractor of his liabilities towards the Company and the Project Owner as these result from the present Contract, given that acceptance procedures under the present Contract are carried out exclusively by the Project Owner. Moreover, such approval by the Company shall under no circumstances limit the right of the Company to contest, during performance or completion and delivery of a part or of the entirety of Project, its undue performance under the present Contract and to request part or the entirety of Project to be performed again or to request additions or improvements to the Project or the removal of any defect of the Project within the contractual deadlines specified herein.
- 3.5 Every irregularity, defect, damage or deficiency in the scope hereof that is established in during the performance of the Project and until its final acceptance by the Project Owner, shall oblige the Subcontractor to proceed at his own expenses to their removal within the prescribed times and even to performing again the Project, in accordance with the provisions of the documents that govern the present Contract, without violation of the contractual deadlines hereof.

ARTICLE 4

PRICE

- 4.1 The total price for performance by the Subcontractor of the Geological and Geotechnical Surveys as specified in Appendix 1 and 2 of the present and agreed herein, shall amount to EURO (€.....) exclusive of VAT.
- 4.2 The above total amount for the “Geological and Geotechnical Surveys” as agreed herein will be paid to the Subcontractor in line with the provisions of the Geological and Geotechnical Surveys – ToR, in accordance to the progress of the works as follows:
- A. 30% of the total amount as advance payment upon the initiation of field surveys, after the signature of the present contract and subject to submission of an original invoice of the relevant amount;
 - B. 60% of the total amount as intermediate payment based on agreed deliverables that will be defined after the inception period and based on the progress of work with actual APPROVED quantities undertaken on site and agreed by the SPM and subject to submission of an original invoice of the relevant amount;
 - C. 10% balance payment upon receipt and acceptance of the Final Deliverables by the Beneficiary according to the local legislation, and subject to submission of an original invoice of the relevant amount to the Company;
- 4.3 All the above amounts as specified in the present article are exclusive of VAT given that the procurement of goods and services under the Main Project and the Subproject are VAT exempted
- 4.4 All Subcontractor’s invoices shall conform to the requirements by the provisions of the Albanian law and will be delivered to the Branch at the address specified in the present Contract, prior the payment made or become due. These invoices shall be supported by the supporting documents required by the Albanian law including the Tax Claim Form, relating to the period invoiced, correctly completed.
- 4.5 The above payments shall be made under the condition that the deliverables and the work of the Subcontractor have been accepted by the Branch and the appointed body by the Project Owner and within thirty (30) days from the acceptance of the respective original invoice by the Branch. The final payment shall be made under the condition that the Final Acceptance of the deliverables and work

of the Subcontractor by the Project Owner appointed body in accordance with the above has taken place.

- 4.6 All the above amounts as specified in the present article are exclusive of VAT given that the procurement of goods and services under the Main Project and the Subproject are VAT exempted.
- 4.7 All Subcontractor's invoices shall conform to the requirements by the provisions of the Greek law and will be delivered to the Company at the address specified in the present Contract, prior the payment made or become due. These invoices shall be supported by the supporting documents required by the Greek law including the Tax Claim Form, relating to the period invoiced, correctly completed.
- 4.8 The above payments shall be made under the condition that the deliverables and the work of the Subcontractor have been accepted by the Company and the appointed body by the Project Owner and within thirty (30) days from the acceptance of the respective original invoice by the Company. The final payment shall be made under the condition that the Final Acceptance of the deliverables and work of the Subcontractor by the Project Owner appointed body in accordance with the above has taken place.
- 4.9 It is explicitly agreed that the above total fee includes all costs, expenses, insurances, taxes, amounts withheld and all charges, costs and amounts borne by the Subcontractor under the present Contract.
- 4.10 The Company and the Subcontractor explicitly stipulate and mutually accept that the total price hereof, as detailed in the above paragraphs, shall remain fixed and unchanged throughout the performance of the Project under the present Contract for any reason whatsoever.

ARTICLE 5

BANK ACCOUNT

The payments to the Subcontractor will be made at the following bank account of the Subcontractor:

Account Name:

IBAN No:

SWIFT:

Bank name:

Branch address:

ARTICLE 6

PATENT RIGHTS – INTELLECTUAL PROPERTY RIGHTS – CONFIDENTIALITY

- 6.1 The Subcontractor hereby assigns and transfers to the Company all intellectual property rights on the products of the Project which constitute the scope of the present Contract and belong to the Company by law, together with the relevant authorities for the exercise of such rights, in return for no other consideration than the Subcontractor's fee, which is explicitly acknowledged to also include the fee for the aforementioned assignment and transfer.
- 6.2 The Subcontractor warrants to the Company that the Project which he undertakes by the present Contract is free from any third-party rights resulting pursuant to the provisions of Greek or foreign Legislation on the protection of Intellectual and Industrial property rights and patents issued anywhere on behalf of third parties, or free from any other right or burden, the Subcontractor being liable to remedying any damage sustained by the Company and the Project Owner on account of any such third-party rights being raised.
- 6.3 Data protection: The Subcontractor agrees that the Company is permitted to hold personal information about the Subcontractor as part of its business records and may process such information in the course of the Company's business in accordance with L. 4624/2019 and the European Regulation No. 2016/679 as amended and is currently in force and also as referred in the Annex A that is an integral part of this agreement.
- 6.4 Each contracting party including its personnel and associated is obliged to treat as confidential any information of which it obtains knowledge on the occasion of the performance hereof and which constitutes secret, confidential or in general non-disclosable information of the other party. This obligation shall survive the expiry hereof.
- 6.5 The Subcontractor shall refrain from all unfair competition acts, actions or omissions and shall not convey nor disclose to any third parties what he knows or may obtain knowledge of in relation to the Main Project.

ARTICLE 7

TERMINATION OF CONTRACT

- 7.1 The Company is entitled to give at no cost to it, written notice of termination of the present Contract which shall be terminated in the following cases:
 - 7.1.1 When the Subcontractor goes bankrupt, is placed under compulsory administration or liquidation, when his operating license expires or is revoked or when a similar situation occurs or when the position of the Subcontractor changes in a way which in the judgement of the Company hinders the Subcontractor's financial capability or ability to perform the Project.
 - 7.1.2 When acts of compulsory execution are imposed against the Subcontractor and his representatives on their entire property or on a substantial part of it.
 - 7.1.3 In case the Subcontractor commits a breach of any term of the present Contract or of the Main Contract and the Appendices thereto or of the Tender or of the Call for Tenders, all of which are deemed to be of essence.
 - 7.1.4 When the Main Contract is terminated or when the Company is declared forfeited by the Project Owner and the letters of guarantee and penalty clauses under the Main Contract and the Tender are imposed against the Company due to Subcontractor responsible fault.
 - 7.1.5 In the event of force majeure.
 - 7.1.6 In case the Subcontractor assigns or transfers the whole or part of the present Contract to a third party.

- 7.1.7 In case the Subcontractor fails to produce or delays in producing certificates concerning any insurances after being so requested by the Company, or in case the Company is informed of the cancellation of any insurance coverage to be required of the Subcontractor.
- 7.1.8 When such right is granted by the law.
- 7.1.9 When the Project Owner requests the replacement of the Subcontractor pursuant to the relevant article of the Main Contract.
- 7.2 The effects of termination occur immediately upon service to the Subcontractor of the notice of termination by the Company. In cases 7.1.3 and 7.1.4 above, the Company has the right in its judgement to set to the Subcontractor a reasonable deadline for the remedy of the breach, in which case the effects of such breach occur by right after the idle expiry of the deadline set.
- 7.3 In the event of termination in any way whatsoever of the Main Contract and or the Subproject due to reasons not referring to the Subcontractor's responsible fault, the Company shall be entitled to give notice of termination of the present Contract promptly and at no cost to it. In any case of termination, the Subcontractor shall be entitled to receive on the fee for the part of the Project performed until the date of termination of the Main Contract.
- 7.4 Following the expiry or otherwise termination of the present Contract in any way, the Subcontractor is obliged, following a relevant request by the Company, to deliver at the time specified by the Company all projects, works, designs/studies or products that he has out or is has in his possession, together with the relevant documents, means, and items directly or indirectly related to the Project in his possession, and to transfer and deliver all order documents, purchase credits and correspondence concerning these.

ARTICLE 8

LIABILITY

- 8.1 The Subcontractor undertakes the obligation to hold harmless from all liability and compensate the Company and its employees against any claim, legal action and demand, including but not limited to all expenses, lawyers' fees and any other amount claimed by anyone, such amount being caused by or resulting from an act or failure for which the Subcontractor and his employees/associates are responsible including undue or delayed performance of the Project and responsible breach of his obligations by the Subcontractor.
- 8.2 The Subcontractor is under obligation to perform the work under the present Contract and his obligations resulting from it in a due manner and within the times prescribed, in full and smooth cooperation with the Company, with every diligence and in accordance with the generally acceptable professional and scientific rules, the know-how rules and the legislation in force.
- 8.3 The Subcontractor undertakes the obligation during the term hereof to see to it that any other assignments that he shall undertake, his professional and contractual activities and in general the operation of his business itself do not create a conflict of interests with the present Contract.

ARTICLE 9

FORCE MAJEURE

- 9.1 In the event of force majeure reasons, as these are provided for and proven on the basis of the Main Contract, the Subproject, the Invitation for Tender for the Project, the **ToR – Geological and Geotechnical Surveys** (Appendix 1) and the Subcontractor's Offer (Appendix 2), and provided that such reasons are fully proven by official documents and are acknowledged as such by the Project Owner and by the Company, the Subcontractor must notify to the Company the events constituting

such force majeure within (15) days at the latest from the date on which these occur. The Company notifies immediately the Project Owner and the State Review Committee of Serbia which in turn issue a reasoned judgement on the occurrence or not of force majeure. If the Project Owner, the State Review Committee of Serbia and the Company do not acknowledge the events invoked by the Subcontractor as force majeure events, the Subcontractor is not entitled to refuse to perform the Project in a due manner and within the times prescribed.

ARTICLE 10

AMENDMENT OF CONTRACTUAL TERMS

- 10.1 The present contract includes all agreements between the parties and supersedes any previous agreement between them.
- 10.2 It is agreed that any amendment to the terms of the present Contract shall only take place by written agreement between the contracting parties.

ARTICLE 11

JURISDICTION AND APPLICABLE LAW

- 11.1 The present Contract is governed by Greek Law and is interpreted in accordance with the rules of good faith, of transaction customs and of the social and financial purpose of rights. In the event that a clause or provision under the Contract were to be judged invalid or voidable, such invalidity or voidability shall not affect the effect of the remaining clauses of the Contract, and the parties shall make every possible effort, in accordance with the aforementioned principles, to execute the provisions of the invalid or voidable clause.
- 11.2 It is agreed that the Courts of Athens, which apply the Greek law, shall have exclusive jurisdiction for resolution of all differences or disputes that may arise from the Contract and which regard its execution, application and interpretation as well as the relations created by it in general.

ARTICLE 12

ASSIGNMENT - SUBCONTRACTING

- 12.1 The Subcontractor is under no circumstances entitled to transfer in whole or in part the present Contract or his obligations resulting from it or any claims of his to any third party, without the written consent of the Company.
- 12.2 The Subcontractor is not entitled to employ subcontractors for the performance hereof.

ARTICLE 13

DOCUMENTS GOVERNING THE PRESENT CONTRACT AND ORDER OF PREVALENCE

In the event of differences or conflicts in the text of the present contract with respect to the documents below that govern it, it is agreed that items shall prevail in the following order:

1. The present Contract and Annex A of the present Contract
2. The Main Contract
3. The Appendices to the Main Contract
4. The Subproject Contract
5. The Appendices to the Subproject Contract.
6. Appendix 1 of the present Contract.
7. Appendix 2 of the present Contract.

ARTICLE 14

NOTICES

The contracting parties are obliged to declare to each other their change of address, if any. Any notice herein required or permitted to be given shall be in writing to the below addresses and may be personally served or sent by facsimile or mail:

Company

Tel

Fax

Mail

Address: 54A. Akakion Str., 15125, Marousi, Greece

Attn of: Ioannis Alexopoulos

Subcontractor

Tel:

Fax:

E-Mail:

Address:

For the attn of:

ARTICLE 15

HEADINGS

Article headings are used for facilitating the contracting parties and do not form part of the Contract nor do they affect in any way the interpretation and execution of the present contract.

ARTICLE 16

SIGNATURES OF THE CONTRACTING PARTIES

The present contract was done in two (2) identical original copies that were signed by the representatives of both contracting parties, each party receiving one original

THE CONTRACTING PARTIES

For the "Company"

For the "Subcontractor"

APPENDIX 1

ToR – Geological and Geotechnical Surveys

**APPENDIX 2
(SUBCONTRACTOR'S OFFER)**

ANNEX A
TO THE CONTRACT FOR THE PROVISION OF SERVICES IN THE FRAMEWORK OF THE
EUROPEAN GOVERNMENT REGULATION (GDPR) 2016/679

The société anonyme under the name **PLANET SA SOCIETE ANONYME FOR PROVISION OF CONSULTANCY SERVICES** having its registered office in 54A, Akakion Str. 15125 Athens, Greece, with Tax Registration Number (AFM) GR094212174, GEMI 400401000 (hereinafter referred to as "the Company") lawfully represented for the purposes hereof by Christos Giannakopoulos, Chairman and Managing Director

and

The [REDACTED] company under the name [REDACTED] having its registered office in [REDACTED], with VAT Registration Number / Tax Registration number [REDACTED], established by the law of [REDACTED], legally represented by [REDACTED] (hereinafter "Subcontractor")

The parties add the present as Annex A to the Agreement from [REDACTED]/[REDACTED]/2023, which is an integral part of it.

1. The Subcontractor declares that he is aware of, and complies with, the content of the provisions of Regulation (EU) 2016/679 regarding the protection of personal data, in conjunction with the relevant provisions of the Greek Legislation as modified and applied nowadays. The discretion and confidentiality provisions that have been agreed and, in general, the protection of personal data in accordance with Regulation (EU) 2016/679, will actualize the solution or termination in any way of the Agreement and will remain in force for as long as possible defined by the relevant Greek legislation
2. The COMPANY declares that it has complied with the content of the provisions of Regulation (EU) 2016/679 on the protection of personal data and assures the Subcontractor that it preserves the necessary personal data for the conclusion (attachment) and completion of this contract. In particular, in the context of the fulfilment of this contract, the COMPANY collects and processes the personal data of the Subcontractor for the purpose of carrying out the present, as well as of its related amenities and services, such as the provision of insurance coverage and others.
3. The COMPANY declares and the Subcontractor accepts that his details may be sent to affiliated companies as well as to its affiliates who undertake work related to the operation of this contract. Access to the data of the Subcontractor will be made by the authorized external partners of the COMPANY and its data will be exchanged with these persons if the exchange is necessary for the proper performance of the contract.
4. The personal data of the Subcontractor will be deleted at the end of the legal retention period, and at the latest 10 years after the expiration of the contract.
5. In cases where the retention of the personal data of the Subcontractor is necessary for the practice or protection of the COMPANY 's legal rights in front of the courts or other authorities expected for by the applicable law, the above 10-year period shall be

extended until the end of the period in which such data is no longer necessary for the above purposes.

6. The COMPANY ensures the Subcontractor's rights with respect to the processing of his personal data and makes it easier for him to practice them as the Subcontractor has the right to:
 - a) Request a correction of his personal data if they are inaccurate or incomplete
 - b) Request deletion of his personal data unless the processing of such data is necessary for the practice of the right to expression and information freedom, for the fulfilment of a legal obligation for reasons public interest or the exercise of legal claims or the defence of the COMPANY against third party legal claims
 - c) Request a restriction on the processing of his personal data only for specific purposes, if the data's correctness is questioned or the processing is not legal.
 - d) Receive the personal data he has provided to the COMPANY in a structured, common and mechanically readable form or to request their transmission to a third party.
7. The information is not considered to be confidential or, in any event, is not covered by the discretion and confidentiality obligation set forth herein:
 - a) When they have already been published, without breaching the confidentiality obligation or the terms hereof, especially since they have already been publicly known by the COMPANY itself; or
 - b) When this disclosure is imposed by contractual obligations of the party, by the applicable Hellenic legislation or by an act of a competent administrative or supervisory authority or by a relevant decision of a judicial authority, in which case the Subcontractor shall immediately inform the COMPANY on the said event, as well as the administrative or judicial authority of the confidential nature of the COMPANY's disclosed information; or
 - c) In the case of information which the COMPANY notifies in writing that it may be disclosed
8. The Subcontractor acknowledges that the above private and confidential information, facts and data constitute an important asset of the COMPANY, which retains the ownership and the right to use or exploit them at its judgment. Furthermore, the Subcontractor is aware of the increased sensitivity of the COMPANY to preserve the confidentiality of the information and the fulfilment of the duty of confidentiality due to its presence in the market and the high level of competition that characterizes this market.

The Subcontractor takes as an example:

- a) Not to disclose, share, reveal, make available information in any oral, documentary, electronic or other way or to make any confidential information, fact or data directly or indirectly known to third parties without the prior written consent of the COMPANY

- b) Not to use directly or vicariously confidential information, facts and data for any purpose other than that agreed with the COMPANY and the person who is responsible for the execution of the object of the Contract without the prior written consent of the COMPANY
 - c) Not to photocopy, make abstracts, keep notes, shorthand or in any other way, verbally, document or electronically, transfer, encode, reproduce, integrate, store, any of the confidential information, facts and data, but only to the extent is necessary for the performance of his work.
 - d) Deliver, destroy, delete any confidential information, fact or data announced to him in and for the performance of his duties or created as a cause of or as a result of the Convention at any time the COMPANY request it
 - e) Destruct any document that does not need it for its work and which contains confidential information, fact, or data in a way that is not readable by any third party (use of document shredder or by hand)
 - f) To refrain from creating personal electronic files and from transferring or sending or transmitting outside the offices of the COMPANY any document or copy of a document, file (printed or electronic), data, materials and objects that have been in his possession in the framework of the practice of the his duties, unless there is prior written consent of the COMPANY
9. A third person for the purposes of this Convention is any natural person who is not directly or indirectly involved in the implementation of the Convention and / or for whom the knowledge of the information in question is not necessary for the performance or accomplishment of his duties.
10. If, during the pursuance of the Contract or in the event of such performance, the Subcontractor receives information or data irrespective of grade, mode of transmission and form, for which the Subcontractor has reason to suspect that they have leaked, been given unauthorized and / or unrelated to activities under the Convention, shall immediately inform the COMPANY in writing.
11. In the event of a breach of the above obligations of the Subcontractor regarding discretion and confidentiality, it is expressly agreed that the COMPANY has the right to use any legal means to defend its interests in accordance with the provisions of Regulation (EU) 2016/679 on the protection of personal data, in conjunction with the relevant provisions of the Greek Legislation as modified and applied today.

For the COMPANY

For the Subcontractor

Christos Giannakopoulos
President and Managing Director

Name
Legal Representative