



AGREEMENT NO. _____ ON ELECTRONIC COMMUNICATIONS SERVICES

made on _____

BETWEEN

SIA TELIA LATVIJA, represented by its Chairman of the Board Mikus Ozols acting on the basis of the articles of association (hereinafter **TELIA**) and

_____, represented by its _____ acting on the basis of _____ (hereinafter the **Customer**), hereinafter collectively referred to as the **Parties**, make the following agreement (hereinafter the **Contract**):

1. TERMS

The terms used further in this Contract and highlighted in **bold**, other than defined in this Clause and in the preamble of the Contract, are included in the Terms for Use of TELIA Electronic Communications Services (hereinafter the **Terms**) published at the website of TELIA www.telia.lv (hereinafter the **TELIA Website**) and forming a constituent part of this Contract.

2. SUBJECT OF THE CONTRACT

- 2.1. TELIA undertakes to ensure to the Customer the **Services** selected by the Customer in accordance with the procedure defined in Clause 2.2., pursuant to the Terms, **Specification** and/or any other document the necessity whereof is determined by the specifics of the Service and which has been admitted by the Parties as mutually binding in the particular case.
- 2.2. Upon making the Contract the Customer selects one or several Services by signing the Specification(s) of the respective Service(s). During the validity of the Contract, the Customer may apply for use of new Services concluding the respective Specification with TELIA, or amend the technical parameters of the selected Services prescribed in the Service Specifications, if TELIA has offered such an option.
- 2.3. Upon signature of the Contract, the Customer represents that it has reviewed the Terms, the Specification of each selected Service and/or any other in Clause 2.1. referred binding document and agrees that TELIA is entitled to amend thereof by giving a notice of amendments to the Customer to its electronic mail address specified in the contact information no later than 1 (one) calendar month in advance.
- 2.4. In the event that TELIA has suggested that the price or technical parameters of provided services have to be amended and the customer disagrees with such amendments, the customer has the right to unilaterally withdraw from further use of the service, without paying the fixed price of services prescribed in Article 3.3 of the Contract; the customer must inform TELIA thereof prior to the amendments coming into effect..
- 2.5. The Customer undertakes to pay TELIA for the Services in accordance with the procedure, by the deadline and in the amount prescribed in the Contract, the Terms and the Specification.

3. VALIDITY AND TERMINATION OF THE CONTRACT

- 3.1. The Contract comes into effect as from the moment of its signature and shall remain effective with respect to each Service during the time periods prescribed in their Specifications.
- 3.2. If within a period of 1 (one) month prior to the expiry of the validity of the Service(s) prescribed in the annex(es) to the Contract none of the Parties has given a written notice of termination of the Service or the entire Contract, the Contract shall be valid with respect to such Services for indefinite period of time.
- 3.3. If the Customer gives a notice of termination of the Contract or refuses from the Services in part, or fails to make the payments prescribed in the Contract and the annexes hereto, or fails to perform or performs other activities resulting in early termination of the Contract, the Customer shall pay TELIA the fixed Service fee it should have paid by the expiry of the Contract or the period of use of the Service, if the Contract or rendering of the Service were not terminated.
- 3.4. After expiry of the period of use of the Services prescribed in the annexes to the Contract the Parties shall notify each other of the termination of the Services 1 (one) month in advance. In such case the Customer shall submit the respective written notice through TELIA Website or to the electronic mail address specified on TELIA Website.
- 3.5. TELIA shall be entitled to unilaterally terminate the Contract without compensating any loss incurred by the Customer, by giving a written notice of termination of the Contract to the Customer 10 (ten) days in advance, if the court has adopted a decision on initiation of insolvency proceedings against the Customer, or if the Customer delays the payments prescribed in the Contract by more than 30 (thirty) days after receipt of the reminder from TELIA.
- 3.6. The Parties shall not be liable for the failure to perform or undue performance of the obligations, if such has been caused by generally known force majeure circumstances (strikes, natural calamities, fires, warfare, civic rebellions, etc.) or any other circumstances that the Parties have not been aware of at the moment of entering into the Contract and that the Parties are not able to control or prevent by using reasonable effort. In case of the aforementioned circumstances setting in the Parties shall promptly inform each other in writing and notify of the time period for the forecasted resumption of their obligations. If the force majeure circumstances last for more than 1 (one) month, each Party shall be entitled to terminate the Contract with written notice to the other Party without compensation of loss incurred by the other Party.

3.7. After termination of the Contract, regardless of the reasons for that, the Customer shall be obliged to return all TELIA property delivered to the Customer on the basis of the **Acceptance Deed** within 5 (five) days as from the first request of TELIA. Otherwise the Customer shall be obliged to pay TELIA a contractual penalty in the amount of 5% (five percent) of the value of the property per each day of delay, but in total not more than in the amount of 100% of the value of not timely delivered property.

4. PAYMENT PROCEDURE

4.1. The fee for the Services is prescribed in the annexes appended to the Contract excluding value added tax, unless the respective annex stipulates otherwise. The value added tax shall be calculated additionally in the amount and according to the procedure prescribed in the regulatory enactments of the Republic of Latvia.

4.2. The payment procedure is prescribed in the Terms.

5. AMENDMENTS TO THE CONTRACT

5.1. Any amendments and/or supplements to the Contract, save if made electronically according to the procedure prescribed in Clause 2.3, Clause 2.4, Clause 3.4 and Clause 5.2 hereof, are valid if they have been prepared in writing, contain a reference to the Contract and have been signed by the authorised persons of the Parties.

5.2. The Customer shall notify TELIA in writing of the changes to the registered address, the name and other contact information specified in the Contract by using TELIA Website or to the electronic mail address specified on TELIA Website within a period of 10 (ten) days. TELIA assumes no liability for the loss that might be incurred by the Customer as the result of non-compliance with the obligations prescribed herein.

6. FINAL PROVISIONS

6.1. TELIA is entitled to use the personal data submitted by the Customer for performance of the obligations prescribed hereunder and for making the customer database.

6.2. TELIA is entitled to assign the debt recovery rights or to entrust supervision of payments and collection of invoices to a third party. If the Customer fails to make timely payment for the Services, either in full or in part, it shall be obliged to pay all the expenses related to recovery of such debt in the amount specified by legislation of the Republic of Latvia.

6.3. TELIA shall be entitled to mention the firm name of the Customer as TELIA client and/or partner and to refer to the fact of rendering the Services without limitation in its materials and information (including but not limited to TELIA Website, advertising materials, press releases, publications, etc.), unless the Customer has prohibited it by a respective mark under Clause 6.4. of this Contract.

6.4. As the result of negotiations on all the terms of the Contract, the Parties have agreed on the following amendments or supplements to the Contract:

6.5. In case of disagreement or disputes between the Parties related to or arising from the Contract, its contents, interpretation or performance, the Parties shall endeavour to resolve the dispute in negotiations. Failing amicable settlement within a period of 10 days, all disputes and/or disagreements related in any manner to the Contract shall be adjudicated pursuant to the procedures of regulatory enactments of the Republic of Latvia by the Public Utilities Commission or the courts.

6.6. The Contract is made in the English language in 2 (two) counterparts on 2 (two) pages each; each Party is given one counterpart, and, as at the moment of its signature, Terms, as well as the Customer's contact information, the Specification(s) of one or several Services selected by the Customer, enclosed as separate annexes hereto, form an integral part of the Contract.

DETAILS AND SIGNATURES OF THE PARTIES:

SIA „TELIA LATVIJA”

Reg. No. 40003057571

VAT payer's reg. No.: LV40003057571 Lielvārdes

8a, LV-1006, Riga, Latvia

Account: LV75HABA0001408045539

A/S „Swedbank”, BIC: HABALV22

SIA „_____”

Reg. No.

VAT payer's reg. No.:

Account:

A/S , BIC:

Mikus Ozols

Chairman of the Board