

**CONSORTIUM AGREEMENT  
"PASSIVE HOUSE UKRAINE"  
ENERGY EFFICIENCY PROGRAM  
"INITIATIVE"**

**(hereinafter "Agreement")**

**BETWEEN**

**ASSOCIATION OF ENTERPRISES  
"ENERGY ALLIANCE"**

**AND**

**SPANISH NATIONAL ASSOCIATION OF  
MANUFACTURERS OF CAPITAL GOODS "SERCOBE"**

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## AGREEMENT

Between

Association of Enterprises "Energy Alliance", a company registered in Ukraine, national registration number 36441604 (EDRPOU), at the following address: Dnipro, Kotsyubinskogo street, 1, office 32, represented by Mr. Karaul A.A. (hereinafter referred to as the "Energy Alliance NGO") [www.e-a.org.ua](http://www.e-a.org.ua);

And

Spanish National Association of Manufacturers of Capital Goods "SERCOBE", a company registered in Spain, № C.I.F.:G-28198810, at the following address: Madrid, Avenida General Perón 27, 4ª Planta, represented by Mr. Hector Rodriguez Concepcion, №D.N.I.47582676-T (hereinafter referred to as "SERCOBE") [sercobe.es/en/about-us](http://sercobe.es/en/about-us);

The consortium members are referred to individually as a "Party" and collectively as "the Parties").

### INTRODUCTION

I Energy Alliance NGO is an organization that unite testing laboratories, manufacturers of energy-efficient equipment, scientists, auditors, engineers and construction companies to solve energy efficiency problems in Ukraine.

II Spanish Association of Industrial Equipment Manufacturers "SERCOBE" is a non-profit organization that represents the interests of over 1200 Spanish enterprises manufacturing industrial equipment. The main objective of the organization is to facilitate the export of equipment for various industries, including Energy industry and energy efficiency.

The Parties have analyzed the state of affairs in the energy and environmental sectors of Ukraine. Taking into account the need of implementation state energy efficiency programs in public buildings in order to reduce energy consumption and reduce greenhouse gas emissions, the Parties came to the decision that their cooperation could lead to profitable proposals and new projects directly related to the services they provide, particularly in marketing, sales and installation of products Spanish National Association of Manufacturers of Capital the goods "SERCOBE", and therefore interested in establishing a framework for cooperation.

By this Agreement, the Parties agree to cooperate in promoting products, making commercial offers and providing certain services on the following terms:

#### 1. DEFINITIONS

**1.1 Partners:** any member of a group of companies belonging to any of the Parties, as well as any of its agents, representatives, consultants, attorneys, employees, officers and directors.

**1.2 Territory:** The territory of Ukraine.

**1.3 Client:** Any third party to whom provided a set of Services through the performance of the Contract.

**1.4 Consortium:** Any contractual or legal structure created by the Parties for the submission of a Commercial Offer and the execution of the Contract.

**1.5 Contract:** Any Contract concluded between the Parties (through the Consortium or other Contractor) and the Client for the provision of Services that are the subject of this Agreement.

**1.6 Commercial Offer:** Any of the commercial proposals put forward by the Parties to a potential Client for the provision of Services under this Agreement.

**1.7 Additional Agreements:** Periodically concluded agreements governing the relations of the Parties in a separate Project in accordance with clause 7.3 of this Agreement.

**1.8 Payment Terms:** Payment Terms are made by the Client according to the Contract.

**1.9 Project:** Any project or business opportunity in respect of which the Parties decide to put forward a Commercial Offer with the subsequent conclusion of the Contract.

**1.10 Terms of the Project:** Terms of the fulfillment of contractual obligations under the Contract that is established and agreed between the Parties and the Client.

**1.11 Services:** Works and Services provided under a separate Contract.

## **2 PURPOSE OF THE CONSORTIUM AGREEMENT**

The purpose of this agreement is to regulate cooperation between the Parties in relation to market activity, preparation and submission of Commercial Proposals and fulfillment of obligations to provide Services under and pursuant to this agreement.

## **3 SERVICES UNDER AND PURSUANT TO THIS AGREEMENT**

### **3.1 Services provided under this Agreement**

The services that are the subject of this Agreement are set out in Annex I.

Services that are not included in Annex I and which are solely the supply of products without further installation, are outside the scope of this agreement and become the subject of a distribution agreement concluded between the parties.

### **3.2 Distribution of duties**

The scope of work performed by each of the Parties is determined separately for each project.

## **4 THE NATURE OF RELATIONS BETWEEN THE PARTIES**

### **4.1 Partnership Exclusion**

None of the clauses of this Agreement entails the creation between the Parties of relations in the form of partnerships, representative offices, hiring or relations of a fiduciary nature.

During the execution of this Agreement, none of the Parties can take actions or make statements claiming that she or any of its agents, representatives, subcontractors or employees is an agent of the other Party.

## **5 ORGANIZATION FORM**

### **5.1 Contract structure**

The Parties undertake to determine the contract structure most suitable for a particular project, depending on its nature, complexity, applicable law and the requirements of the Client.

For each project, a separate Agreement must be drawn up that regulates the conditions for cooperation between the Parties and determines the types of Services provided by each of the Parties under this Project.

### **5.2 Organization Principles**

Regardless of the nature of the contractual structure of the enterprise formed for each project, the construction of relations between the Parties and the Client shall be carried out by the following principles, unless otherwise specified in the Additional Agreements.

Each of the Parties appoints an equal number of representatives to form a committee (hereinafter referred to as the "Steering Committee"), whose members must belong to the top management of the respective companies.

The Steering Committee decides on the form of its organization and the frequency of meetings held at the initiative of its members.

Decisions of the Committee are taken with the unanimous consent of all its members.

The Committee appoints a Project Manager.

The Chairman shall send copies of the protocol to the Parties after 5 days after each meeting of the Steering Committee. If there are no objections from the Parties within 10 days, it is decided that all the Parties fully agree with its contents.

The powers of the Committee include making a decision on participation in a particular project in accordance with clause 6.2 of this Agreement after agreeing on all issues concerning the relations of the Parties with each other and with Third Parties within a separate Project, and solving the following tasks:

a) Settlement of disagreements between the Parties arising during the execution of the Contract.

b) Making decisions on matters which, under this Agreement and Supplementary Agreements, should be decided exclusively by the Steering Committee.

c) Consulting on all issues concerning the relations of the Parties between themselves and with Third Parties in the framework of a separate Project.

d) Controlling the process of performing the Works and the provision of Services by the Parties under the Contract.

e) Authorizing the conclusion of a contract with Third Parties and the use of any funds that are not in the use of the Parties, but exclusively at the expense of the Consortium.

### **5.3 Consortium Chairman**

Depending on the circumstances and the volume of work performed by each of the Parties in a single Project, the Parties shall appoint the Chairman of the Consortium and determine the range of its powers.

The Chairman of the Consortium shall not be entitled to make statements or perform actions harmful to the other Party, without its prior consent, except for cases specially stipulated in this Agreement or Additional Agreements.

### **5.4 Financial statements**

Each Party maintains its financial statements in relation to a separate Project. Account books and reporting documents are kept in a form convenient and acceptable to the Parties.

## **6 BUSINESS COLLABORATION OPPORTUNITIES**

### **6.1 Project Participation Opportunities**

Energy Alliance NGO is obliged to fully and at the expense of its funds carry out marketing and advertising activities in the territory. In all its actions aimed at obtaining the opportunity to participate in a particular Project, the Consortium has the right to refer to this Agreement, which, however, excludes the possibility of making any obligations on behalf of "SERCOBE" without its prior written consent.

Energy Alliance NGO undertakes to inform SERCOBE of the possibility of participating in a particular Project, and SERCOBE, in turn, undertakes to provide the Consortium with the full support necessary for its marketing and advertising activities.

The decision to participate in a particular Project is taken jointly by both Parties.

### **6.2 Making a decision on cooperation**

After the Parties have decided to participate in a specific Project, this intention is stated in writing, and the project itself is considered as the Project, as defined in paragraph 1.9.

If the Parties decide to cooperate in a separate Project, none of the Parties may submit the Commercial Offer individually, either as a member of the Consortium or as a subcontractor, unless the other Party itself refuses to participate in this Project.

## **7 PREPARATION OF COMMERCIAL OFFERS**

### **7.1 Distribution of duties between the Parties in each Project**

After making a decision on participation in a specific Project, the Parties determine for themselves the set of Works and Services that each of them will have to provide, based on the general distribution of functions, taking into account the circumstances of this Project.

### **7.2 Preparation of a Commercial Offer**

Each Party prepares that part of the Commercial Offer, for which it is responsible for, depending on the obligations that it fulfills in this Project, and bears all the costs of its preparation, including the cost of conducting expert checks and technical tests, obtaining the necessary documentation, technical information, and drawings required to be provided to the other Party.

To prepare a Commercial Offer, each of the Parties undertakes to provide each other promptly with complete and accurate technical documentation and drawings according to their share of participation in the Project.

The final technical and commercial conditions of the Commercial Offer shall be established by the Parties on a unanimous basis.

The Parties agree on the procedure of negotiations regarding the preparation of the Commercial Offer and its submission to the Customer. Neither Party shall have the right to make any statements on behalf of the other Party without prior written permission of the latter.

### **7.3 Supplementary agreement**

The Parties conclude the Supplementary Agreement governing their relations and terms of cooperation in the framework of a separate Project. This Agreement contains the following:

- A detailed description of the tasks and obligations of the Parties to each other during the execution of a separate Contract.
- A detailed description of the principle of organization of the Consortium and its management, as well as the nature of the interaction of its members with the Client.

## **8 CONTRACT EXECUTION**

### **8.1 Responsibility for the provision of Services under the Contract**

After the conclusion of the Contract, each of the Parties is responsible for the proper execution of the Works and the provision of Services (under clause 7) in accordance with the obligations, terms and conditions specified in the Contract.

If one of the Parties does not comply with its obligations under the Supplementary Agreement or Contract, this Party shall undertake to take all possible measures to terminate such actions, and resume the execution of the relevant Works and Services.

### **8.2 Compliance with legal regulations. Permit documentation**

Each Party is responsible for compliance during the implementation of its part of the work in a separate draft of the necessary legal norms. Each of the Parties is responsible for obtaining licenses and other permits required to carry out its part of the work unless the receipt of this documentation is possible exclusively by the other Party or the Client.

## **9 PARTICIPATION OF THE PARTIES**

### **9.1 To be discussed for each Project**

The Parties agree and add to the Supplemental Agreement the degree of their participation in the Project, which is necessary for the provision of Services under a separate Contract.

Each of the Parties guarantees the supply of products and the provision of services, technical equipment, and labor necessary to fulfill its obligations under the Contract, regardless of whether these works and services are fully indicated in the Supplemental Agreement.

Each of the Parties has the right to take a subcontract, but only on its behalf and at its own expense and subject to full responsibility for the quality of work performed by the subcontractors. Before entering into a subcontract, the contracting Party shall notify the other Party in writing. The latter, in turn, has the right to ask the contracting Party not to do this, but only in writing and based on good reasons.

Each of the Parties has the right to subcontract and hire the necessary labor to fulfill its obligations under the contract, provided that it is fully responsible for obtaining a work permit, as well as any other permits, and compliance with applicable labor laws, social safety, and health standards.

### **9.2 Expenses**

Each of the Parties shall bear the expenses necessary for the implementation of its part of the Works and the provision of the Services independently. Nevertheless, if the Parties consider it necessary to create a common operational fund for a separate Project, each Party will be required to contribute to it the part that is established in the Supplementary Agreement.

## **10 PRINCIPLES OF COLLABORATION**

### **10.1 The moral obligations of the Parties to each other**

Each of the Parties undertakes to help and protect the interests of the other Party as if it were its interests.

### **10.2 Access to information / documentation**

The parties inform each other immediately when any facts are revealed.

Each of the Parties undertakes to provide at the request of the other Party any documentation, drawings, answers to questions and guarantee participation in any meetings necessary, in the opinion of the latter, for the provision of the Services under the Contract.

Each of the Parties undertakes to do everything possible to satisfy on time any requests of the other Party to ensure timely execution of the Contract.

The parties thereby agree that the timely receipt of documentation and written replies to requests is an essential condition for fulfilling obligations under the Contract on time. Each of the Parties undertakes to do everything possible to obtain from the Client the necessary documentation, sanctions and responses to inquiries in a timely manner.

### **10.3 Compliance by the Parties with Ethical and Legal Standards**

In the course of the execution of this Agreement, Additional Agreements or Contracts, the Parties undertake to act honestly, openly and in accordance with accepted ethical standards and legislation. Both Parties, including directors, officers and other employees, are obligated to comply with the legal standards adopted in Spain, as well as any other country in the territory of which the Parties will conduct their activities under this Agreement, Additional Agreements or Contracts.

## **11 TERMS OF WORKS REALIZATION**

### **11.1 Deadlines**

The parties agree on the deadlines for the implementation of the Project under a separate Contract.

The parties undertake to carry out the complex of Works designated for each of them according to the Contract, strictly within the established period.

The Parties undertake to inform each other regarding the time frame for the execution of the Works and the provision of the Services of each of them, which may overlap and be interconnected, as well as about possible changes in terms, including changes related to delays, so that each of them can perform its part of the obligations under a separate Contract with maximum efficiency and the ability to minimize the consequences of possible delays for any reason.

### **11.2 Delays and Elimination of Losses**

Each Supplementary Agreement prescribes the possible consequences of delays in the performance of obligations under the Contract, the compensation by the guilty Party of losses and the Fulfillment of other claims of the Client arising in the course of the execution of the Contract.

Except as otherwise expressly provided for in the Supplementary Agreements, the Parties undertake to inform each other of possible or already occurring delays in the performance of obligations that may entail compensation for losses under the current Contract and to take all possible measures to prevent or mitigate their consequences.

In case, if one of the parties is not satisfied with the adequacy and effectiveness of the measures of the guilty Party it has the right to demand the convening of the Steering Committee for the revision of a set of measures or offers a new, recommended, for the guilty Party. If the members of the Steering Committee fail to reach a mutual agreement, the Head of the Consortium has the right to demand from the guilty party to carry out at his own expense all necessary measures, in his opinion.

## **12 PRICES**

### **12.1 The cost of the works and the services**

Both Parties decide on the cost of the Works and Services provided by each of them, indicated both in the Commercial Offers and in the final form in the Contracts concluded with the Client.

### **12.2 Terms and Payment Scheme**

After the entry into force of the Contract containing the clause on the terms and types of payments, the Parties agree and make an amendment to the Supplementary Agreement payment scheme with a detailed description of the time period, which Party, and in what proportion the payment for the complex of Works and Services will be made, provided by each of the Parties.

### **12.3 Billing and Settlement with the Client**

The parties agree and decide on the most efficient procedure for invoicing and receiving payments from the Client following the deadlines established under the Contract.

## **13 CHANGES**

### **13.1 Contributed by Client**

If the Client wishes to make changes to the Contract and this Contract allows it to be done, the Party whose obligations are closest or interconnected with the obligations that were executed after



the amendments are made takes responsibility for their implementation, and they become part of the Services provided by this Party.

In case of disagreement regarding the issue of which of the Parties to fulfill the obligations newly entered into the Contract, clause 8.1 of this Agreement (6 and subsequent paragraphs) should be followed.

Any costs associated with the performance of the Works and Services, according to the amendments made to the Contract, shall pass in the event of the Client's refusal to make payment to the responsibility of the Party whose responsibilities include the performance of these Works.

### **13.2 Contributed by the Consortium**

If any of the Parties propose to make some amendments to the current Contract, it should notify the other Party, after which both Parties will analyze the feasibility and possible consequences of the amendments through the Steering Committee.

If the changes made relate to the Works and Services provided by the Party proposing these changes, the Steering Committee, represented by the Chairman of the Consortium, submits this proposal for consideration by the Client under the procedure provided for such cases and specified in the Contract.

If the amendments to the Contract relate to the set of Works and Services, which are provided by the other Party, the prior written consent of both Parties must be obtained.

## **14 CLAIMS SATISFACTION**

### **14.1 To the Client**

The Parties shall be jointly liable to the Customer under a specific Contract under the legislation governing this Contract and the terms of the Supplementary Agreement.

### **14.2 Parties to each other**

Each of the Parties bears independent responsibility for the fulfillment of its obligations under the Contract and undertakes to perform the corresponding Works and Services as if it had entered into a separate Contract with the Client.

## **15 THIRD PARTY CLAIMS**

The satisfaction of claims arising from third Parties is the sole responsibility of the Party that is guilty of the occurrence of these claims.

## **16 INDEMNIFICATION**

Each of the Parties undertakes to indemnify and satisfy claims on the part of the Client or Third Parties regarding unfulfilled obligations by the guilty Party or its employees, agents, subcontractors or employees and agents of subcontractors within the framework of obligations Of the Contract, without prosecuting the other Party unless otherwise provided in this Agreement or Supplementary Agreements.

None of the Parties may accept claims from the Client or Third Parties regarding the failure to fulfill their obligations by the Consortium or any of the Parties without the prior consent of the guilty party. If the Client or the Third Party makes claims against an innocent Party, that Party must inform the guilty Party about this, and that in turn must immediately pay damages without prosecuting the innocent Party according to the previous paragraph.

## **17 OBLIGATIONS OF THE PARTIES TO EACH OTHER**

In case of any claims of the Parties to each other arising in the course of execution of this Agreement, as specified in the respective Additional Agreement, the following shall be taken into account:

Each Party shall be liable to each other for damage caused intentionally or inadvertently to the other Party by its employees, agents or subcontractors. However, in no case shall the Parties be liable to each other for compensation of lost profit and indirect losses, as well as for forced compensation of losses. These exclusionary restrictions shall comply with the accepted legal norms and do not depend on whether this damage was caused due to breach of the Contract,

negligence, liability, tort or other legal norms, and are also valid for employees, agents, and subcontractors of the responsible party.

If due to the fault of either Party the Consortium fails to conclude a Contract with the Client, the Party responsible for this shall not indemnify the other Party for any damage incurred as a result of this.

## **18 FORCE MAJEURE**

### **18.1 Justified Default**

Failure by one of the Parties to fulfill its obligations may be justified if this failure occurred due to insurmountable events, the occurrence of which the Party could not know at the time of the conclusion of this Agreement, as well as avoiding themselves and their consequences, in accordance with Article 1105 of the Spanish Civil Legislation.

The parties recognize as force majeure circumstances in particular, but not exclusively, the following:

a) War, hostilities (whether war is declared or not), invasion, sudden military attack, action of an enemy army, nation or enemy;

(b) Rebellion, rebellion against legitimate authority, civil unrest, riots, uprising, organized armed resistance to the government, military coup, civil war;

(c) Actions that prevent, terminate or interrupt the supply of materials and/or the supply of any material and/or disrupt the supply of electricity during the term of this Agreement;

(d) Exposure to any hazardous chemicals, substances, and materials that endanger the health and safety of either party or others;

(e) Flood, fire, arson, storm, lightning, landslide or other natural disasters;

(f) Epidemic, explosion, illness, earthquake, raid, sabotage, crime;

(g) Adoption by the authorized state bodies of normative legal acts preventing the Parties from fulfilling their obligations;

(h) Exposure to radiation;

(i) Accident;

(k) Death, injury or illness of leading specialists.

### **18.2 Force Majeure in the Contract**

For the circumstances preventing the execution of the Works and provision of the Services under the Contract, such circumstances may only be considered to be force majeure circumstances if they are identified as such in the Contract.

### **18.3 Informing about Force Majeure**

The Party that is unable to fulfill its obligations due to the Force Majeure shall inform the other Party about it, as well as about the possible consequences of these events on the performance of its obligations by this Party. If the Party subjected to force majeure does not notify the other Party of the event at the moment when it learns about it or should have learned about it, it undertakes to compensate the latter for the losses incurred as a result of the failed notification.

### **18.4 Consequences of Force Majeure**

In the event of force majeure occurred during the execution of the Contract, the Consortium shall allocate all costs related to the events that occurred under the terms of the Contract. In this case, the Parties shall make every effort to reach a mutual agreement on the allocation of these costs between them.

Elimination of the consequences of force majeure events is the responsibility of the Party whose performance of obligations is directly affected by the event.

## **19 INTELLECTUAL PROPERTY INFRINGEMENT**

Each of the Parties undertakes to compensate for the damage and not to prosecute the other Party in cases of actions, claims, requirements, costs and expenses associated with the violation of one of the intellectual property rights, the right to patents, possession of something, or in violation of the contract as a result. Violations of the above rights, except when the above has occurred through the fault of the other Party in relation to the materials and information used by the damaging Party or its subcontractors when executed and works and services during the execution of this Agreement, the Additional Agreement or Contract.

The right to hold patents or other intellectual property on any materials, information or documents provided to each other by the Parties in the course of the execution of this Agreement, the Supplementary Agreement or the Contract is vested in the Party that developed them, without prejudice to the rights of the Client under this Contract.

None of the clauses of this Agreement entails the transfer of intellectual property rights and patents by one of the Parties regarding information and documents provided by the Parties to each other during the execution of this Agreement, the Additional Agreement or the Contract, and the owner or licensor of these rights remains so if the contract does not mention otherwise.

## **20 CONFIDENTIALITY**

### **20.1 Non-disclosure to Third Parties**

Unless it is necessary to fulfill the terms of this Agreement, Supplementary Agreement or Contract, none of the Parties has the right to disclose to any of the Third Parties any technical or commercial information (drawings, type of internal interfaces, software, prices), confidential, which they exchange in the course of work, as well as to allow unauthorized receipt of the above information by other persons and parties.

### **20.2 Exceptions**

Restrictions on the use and disclosure of information refer to the following type of information:

- i. Information that was already in the possession of the Party, as evidenced in writing by the person who has made the disclosure, without taking into account the obligation of confidentiality required in the exchange of such information by the Parties;
- ii. A breach of confidentiality by either party or its partners is due to a reason that excludes improper conduct or malicious intent.
- iii. The source of information is not the Party entitled to it or its Partners, and the nature of such information excludes the nature of confidentiality.
- iv. Disclosure of this information is required by law or by a court of law, an official stock exchange, government, and government agencies or organizations, provided that the Party disclosing this information notifies the Party entitled to it, keep a complete account of all statements made by it in this regard, and makes every effort to prevent this information from going beyond the above authorities.

### **20.3 Validity after the termination of the Agreement**

The above conditions shall survive termination of this Agreement.

## **21 INSURANCE**

Each Party shall be responsible for arranging the payment of insurance coverage required of the Parties under the terms of the Contract as part of their obligations.

Besides, each of the Parties shall take out other types of insurance which are in effect permanently and which are necessary for the performance of this Agreement, in particular, the following:

- Compensation Insurance of Workers
- Employer's liability insurance
- General Third Party Liability Insurance
- Professional Civil Liability Insurance

Each Party may require the other Party to provide all required insurance policies that are currently valid.

## **22 VALIDITY PERIOD**

This Agreement comes into force from the moment of its signing by both Parties and is valid for 1 year. After the expiration of this period, the Agreement shall be automatically renewed for periods equal to one year, unless one of the Parties notifies the other in writing of its unwillingness to extend it following the requirements of the Agreement.

### **22.1 Termination by mutual agreement**

Any of the Parties have the right to suspend this Agreement by written notification to the other Party no later than 3 months in advance.

The Parties are entitled to terminate this Agreement by mutual agreement.

### **22.2 Termination due to breach of obligations**

A Party that has violated the obligations of this or a Supplementary Agreement may be informed by the other Party of the need to rectify the situation within the period established by it. If the guilty Party has given this condition within the prescribed period, the other Party shall have the right to terminate this Agreement and/or the Supplementary Agreement immediately.

### **22.3 Consequences of termination due to breach of obligations**

In all cases related to the failure of either Party to perform its obligations under this Agreement or the Supplemental Agreement, this party shall be liable to the other party for damages related to the suspension of the Agreement, along with other terms and conditions of the relevant Supplemental Agreements.

### **22.4 Execution of Contracts after the termination of Agreements**

Upon termination of this or any Additional Agreement for any reason, except as otherwise provided in this or any Additional Agreement, the Parties undertake to continue to perform their obligations under the existing Contract until the work is completed.

## **23 GENERAL TERMS AND CONDITIONS**

### **23.1 Language**

The language of this Agreement is Russian.

### **23.2 Correspondence between Parties**

All correspondence and communication between the Consortium and the Client shall take place through the Consortium leader, whose duties include immediate transmission of this information to the Recipient Party.

All correspondence and notices of any kind relating to the execution of this Agreement shall be in English and sent by post, telegram or fax to an officially registered address. The use of e-mail is also possible provided that the sender verifies that the information sent has been received by the addressee.

The addresses used for correspondence are as follows:

For Energy Alliance NGO, e-mail: bars.l@mail.ru; Anton.Holovnia@gmail.com

For SERCOBE, e-mail: hrodriguez@sercobe.es

### **23.3 Transfer of rights**

Neither party may transfer the rights it holds under this Agreement to any Third Party without the prior written consent of the other Party.

According to this Agreement Energy Alliance NGO will be represented by the executive officer of PE "Ukrpromsert" Anton Golovnya, legal address: 49000, Dnipro, Mandrykovskaya street, 336/2; e-mail: bars.l@mail.ru; Anton.Holovnia@gmail.com, EDRPOU 3829913, Individual Tax Number 382991304632 , Certificate № 20002476

### **23.4 Renouncement**

Any waiver by either Party of any right or participation in anything does not imply a waiver of any other right or participation in anything else.

### **23.5 Writing form**

Any changes and additions made to this Agreement shall be deemed invalid until they are made in writing and signed by an authorized person that represents one of the Parties. The waiver of this requirement must also be in writing.

**23.6 Full Agreement**

This Agreement, together with the Annexes, constitutes the entire agreement to be concluded between the Parties with respect to the subject matter specified therein. It supersedes all oral and written agreements, proposals and declarations relating to the subject matter of this Agreement.

**24 APPLICABLE LAW**

The terms of this Agreement are governed by Spanish law.

**25 DISPUTE RESOLUTION**

**25.1 Friendly Settlement**

Any claims, disagreements, and disputes between the Parties arising in the course of the performance of this Agreement, including issues related to its nature, validity, termination or performance, as well as with the organization of its performance (hereinafter referred to as the "Disagreements") shall be settled amicably. An attempt to resolve a Dispute amicably may be deemed unsuccessful if notice of it has been received from one of the Parties.

**25.2 Arbitration**

If an attempt at settlement is unsuccessful, any dispute arising under or in connection with this contract, including any question as to the existence, validity or termination of the contract itself, shall be referred to the International Commercial Arbitration Court at the European Arbitration Chamber (Brussels, Belgium) for consideration and final resolution in accordance with the Rules of this ICAC.

- The number of arbitrators is three.
- The place of arbitration (Brussels, Belgium).
- The language of the arbitration proceedings is Spanish, English.
- The law governing this contract is the substantive law of Spain.
- The arbitration decision shall be final and binding.


**26 CONTRACTUAL DOCUMENTS**

The following documents are an integral part of the Agreement. In the event of a conflict between any of them, they should take precedence in the following order:


- This Agreement
- Annex I

In witness of which, the Parties hereby undertake to execute this Agreement by their authorized representatives.

By: The President of Energy Alliance  
 NGO (PE "Ukrpromsert")  
**Anatoly Karaul**  
 \_\_\_\_\_  
 [authorized signature]  
 Date: 04.09.2019



By: "SERCOBE"  
**Hector Rodriguez**  
 \_\_\_\_\_  
 [authorized signature]  
 Date: 02/08/2019



**Annex 1**  
**Distribution of services and responsibilities**

**Field of Activities of the Energy Alliance NGO**

1. Testing and certification of industrial products of Spanish enterprises, which are supplied to Ukraine.
2. Participation in the creation of representations of the Spanish enterprises in Ukraine and support of their activity.
3. Representation of interests of the Spanish companies in the Government of Ukraine
4. Certification of buildings in Ukraine
5. Creation of specialized architectural bureaus for the design of thermo-modernization of buildings under the "Initiative" program in Ukraine.
6. Work of the Department of Tender Purchases and Sales in the supply of industrial equipment for municipal property.
7. Creation and maintenance of Training Centers:
  - a) Training of specialists in maintenance and installation of equipment supplied by the Consortium members to Ukraine.
  - b) Training of architects and consultants for the design of buildings with low energy consumption NZEB.
8. Performing technical supervisions of the modernization of buildings in Ukraine that are carried out with the support of the Spanish Government or Spanish companies.
9. Organization of cooperation of the Consortium with international organizations, including the United Nations Development Programme (UNDP), aimed at implementation of projects on energy modernization of public and residential facilities in Ukraine.
10. Energy management.

**Scope of activities of the Spanish National Association of Manufacturers of Capital Goods "SERCOBE**

1. Realization of Spanish products in projects of thermo-modernization of buildings in Ukraine.
2. Establishment of representative offices and enterprises from Spanish industrial associations in Ukraine together with the Energy Alliance NGO.
3. Organization of cooperation of the Consortium with international organizations, including the United Nations Development Programme (UNDP), aimed at implementation of projects on energy modernization of public and residential facilities in Ukraine.