

I confirm that the copy corresponds to the original.

Baltic Exposervice SIA

Member of the board Andrejs Grinovs



CONTRACT STANDALONE

between

DFE Pharma GmbH & Co. KG

and

Baltic Exposervice Ltd.

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CONTRACT STANDALONE

BETWEEN:

- (1) **DFE Pharma GmbH & Co. KG**, a company with its registered seat at Kleverstr. 187 47574, Goch, Germany, hereinafter referred to as “**DFE PHARMA**”;
and
- (2) **Baltic Exposervice Ltd.**, a company with its registered seat at Dzirnavu 31-25 Riga, Latvia, LV-1010, hereinafter referred to as “**SUPPLIER**”;

WHEREAS:

- A. DFE PHARMA and its Affiliates are engaged in the business of the production, marketing, sale and distribution of excipients;
- B. SUPPLIER is engaged in the business of offering services in the market of exhibitions;
- C. On the terms and conditions of this Contract and invitation to tender document dated 27th Dec 2021, DFE PHARMA shall receive service from SUPPLIER, and SUPPLIER has agreed to construct and manage trade show booth for the event of CPhI 2022 for DFE PHARMA, following the rules established by the Organizer CPhI 2022, including contractor guide as provided by CPhI.

DFE PHARMA and SUPPLIER wish to enter into this Contract.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION
 - 1.1 The terms written with an initial capital in this Contract shall have the meaning as defined in 0, except where, based on the context, another meaning is the only reasonable interpretation.
 - 1.2 The rules of construction and interpretation set out in 0 shall apply to this Contract.
2. CONTRACT STRUCTURE
 - 2.1 This Contract forms the structure under which DFE PHARMA and/or its Affiliates can submit Purchase Orders to SUPPLIER. A Purchase Order will be governed by the terms set out in this Contract and the relevant Purchase Order, following all the rules established by the Organizer CPhI 2022, including contractor guide as provided by CPhI. In case of conflict between the Contract and a Purchase Order, the provisions of the Contract shall prevail.
 - 2.2 Any reference by any Party to general terms and conditions, for example in an invoice, shall be without any effect whether such references are made orally or in writing.
 - 2.3 The SUPPLIER acknowledges that, in entering into this Contract, no form of exclusivity has been granted by DFE PHARMA for the Services from the SUPPLIER and that DFE PHARMA is at all times entitled to enter into other contracts with other providers for the provision of services, which, in their material aspects, are similar or identical to the Services.
 - 2.4 In the event of a conflict or inconsistency between the body of this Contract and a Schedule, the order of precedence shall be: (i) body of this Contract, and (ii) the Schedules, in the order in which they are attached to this Contract.

3. COMMERCIAL TERMS

- 3.1 The Goods or Services purchased under this Contract shall be stated in **Schedule (2) SERVICE, FEES, AND SPECIFICATIONS** together with the Fees, applicable to such Services, the standard maximum lead times from the date of issuance of the Purchase Order, the territory where the Services shall be provided and any applicable service levels.
- 3.2 The Parties have agreed that, on behalf of DFE PHARMA and on the basis of this Contract, the SUPPLIER shall provide the Services to the extent and for the price specified in Appendix (2), and DFE PHARMA shall ensure payment on time.

4. AGREED LEAD TIMES

4.1 The parties have agreed on the following project schedule: The CPhI will take place in Frankfurt (Germany) and starts the 1st of November 2022 and will end the 3rd of November 2022.

Description	Date	Remarks
a. signed contract	22.08.2022	
b. Finalize/approve graphic work	31.08.2022	
c. dispatch of the booth and furniture from Supplier location	25.10.2022	Confirmation to be send to Project Manager DFE
d. set-up of the booth by SUPPLIER at CPhI 2022, Frankfurt	28.10.2022 - 31.10.2022	SUPPLIER to finish stand construction as per the CPhI 2022 by latest 31.10.2022 1800hrs
e. Dressing and exhibit setup	31.10.2022	Initial cleaning and hand over; connect and confirm electricity and water supply;
f. Booth dismantling after the official end of the CPhI by SUPPLIER	At the latest 05.11.2022	Including removal of all stand material, carpet tape, packaging and waste from halls , disconnecting of all infrastructure like water, electricity etc.

- 4.2 Every delay of the above mentioned time lines shall be reported to the DFE Project Manager as soon as SUPPLIER has knowledge of it.
- 4.3 Supplier guarantees the completion of the work as described in the above milestone plan by 31st of October 2022.
- 4.4 If SUPPLIER does not meet the aforementioned completion dates for any reason other than an event of force majeure, DFE Pharma is entitled to claim from the SUPPLIER, liquidated damages at the following amounts:
5 % of the Contract Price for every full week of delay.

Any claim for liquidated damages hereunder shall not relieve SUPPLIER from the obligation to complete the Work, or from any other duties, obligations or responsibilities which DFE Pharma may have under the Agreement.

4.5 Project Managers:

Each Party hereby appoints the following project managers authorized to give and receive declarations concerning technical or organisational issues arising in the context of performance of the Work:

For DFE Pharma:

Project Manager – Katja Soto

Email: katja.soto@dfepharma.com

Phone: +34 686 582 906

Project Support – Prithvik Prasad

Email: prithvik.prasad@dfepharma.com

Phone - +49 1705876383

For SUPPLIER:

Project Manager: Nataliia Smolkina

Email: ns@baltexpo.lv

Phone: +371 25450252

5. FEES AND PAYMENT

5.1 The Fees shall be fixed.

The total amount of the Services includes all fees and the description of the Services as specified in Appendix 2 and shall be invoiced in accordance with the following payment schedule:

- a) 30% upon signing of contract
- b) 50% - 1 month before dispatch of produced materials (latest 25th Sept, 2022) for DFE Pharma
- c) 20% including extra costs after the end of the exhibition but not later than 17.11.2022

5.2 Payment term: the payment term shall be within 14 days from receiving invoice.

The invoices should be sent to : finance@dfepharma.com

6. WARRANTIES ON SERVICES

6.1 SUPPLIER represents and Warrants to DFE PHARMA that:

- a) all Services are suitable for the purpose for which the Contract was concluded and compliant with the reasonable expectations of DFE PHARMA;
- b) Services strictly comply with the Service Levels and all other agreed requirements;
- c) all Services shall be in strict compliance with all applicable laws and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising;
- d) all Services shall be compliant with all relevant and applicable policies (including the **Schedule (3) BUSINESS PRACTICES**, Specifications, procedures and corporate social responsibility rules DFE PHARMA has enacted);
- e) all Services shall be performed in a workmanlike and professional manner, commercially diligent basis, in accordance with the generally accepted industry and professional standards, procedures and practices, to the reasonable satisfaction of DFE PHARMA, and are performed using material free from Defects.

6.2 In the event of any failure to meet the Warranties described above under Clause 6.1, at DFE PHARMA's request and without limiting the other (statutory) remedies available to DFE PHARMA or any of SUPPLIER's obligations pursuant to this Contract, SUPPLIER shall:

- a) re-perform the Services without additional charge to DFE PHARMA or, at DFE PHARMA's option,
- b) refund to DFE PHARMA the amount paid for such Services.

7. ENGAGING THIRD PARTIES

Except as otherwise provided herein, SUPPLIER shall not assign, delegate or subcontract to a third party the performance of this Contract or any part hereof without the prior written consent of the other Party.

GENERIC CLAUSES

8. QUALITY ASSURANCE

8.1 SUPPLIER acknowledges that DFE PHARMA shall not perform a full check on incoming Goods against the agreed Specifications. Any Apparent Defect will be notified to SUPPLIER as soon as reasonably possible from their discovery. Failure to give SUPPLIER timely notice shall never constitute a waiver of such claims by DFE PHARMA.

8.2 In case of non-compliance, SUPPLIER shall immediately take remedial measures as requested by DFE PHARMA. If no remedial action is taken or, as the case may be, DFE PHARMA judges the non-compliance, DFE PHARMA may, at its sole discretion, suspend or Terminate this Contract in whole or in part, with immediate effect without judicial intervention by giving written notice to the other and without any financial obligation towards SUPPLIER.

9. SAFETY AND ON-SITE INSTRUCTIONS

9.1 If, for the delivery of the Services, SUPPLIER will be present at one of the locations of DFE PHARMA, SUPPLIER shall at all times adhere to the applicable hygiene and safety rules on the location of DFE PHARMA. SUPPLIERs must train all their employees with respect to the '7 Life-

Saving Rules' who will be present at a DFE PHARMA location and adhere to the safety compliance statement attached as **Schedule (4) SAFETY COMPLIANCE STATEMENT**. For clarification purposes, this Clause shall not be understood or interpreted that DFE PHARMA is responsible for the safety of SUPPLIER or its employees, which is the responsibility of the SUPPLIER.

10. OTHER WARRANTIES

10.1 The Warranties contained in this Contract are not exhaustive and shall not be deemed to exclude any Warranties set by law, SUPPLIER's standard Warranties or other rights or Warranties which DFE PHARMA may be entitled to. These Warranties shall survive any delivery, inspection, provision, acceptance and Payment of the Services and shall extend to DFE PHARMA.

11. LIABILITY

11.1 Neither Party shall be liable to the other Party for Indirect Damages, unless explicitly mentioned otherwise under this Contract.

12. INDEMNITY

12.1 SUPPLIER shall indemnify DFE PHARMA and its Affiliates against all claims, losses, Damages and expenses of whatsoever kind or nature, which may be asserted against or be incurred by DFE PHARMA or any Third Party, including (but not limited to) those resulting from injuries to any person or damage to any property, arising from or in connection with (i) any act, omission or failure to act of the SUPPLIER (or anyone acting under its direction or control or on its behalf), (ii) any imperfection or Defect in the Services, or (iii) any breach of any of the provisions of the Contract by the SUPPLIER (or anyone acting under its direction or control or on its behalf). SUPPLIER indemnifies DFE PHARMA against any action by Third Parties based on the claim that any one or more of the Services delivered by SUPPLIER constitutes an infringement of their Intellectual Property rights and/or any other (property) rights in respect of the Services. The SUPPLIER shall be liable for full reimbursement of all costs and damages that the DFE PHARMA might incur as a result of claims by Third Parties based on any right referred to above. This indemnification is unlimited and is therefore not limited by Clause 11.

13. INSURANCE

13.1 SUPPLIER shall obtain and maintain a policy of insurance giving coverage in respect of its obligations and risks under this Contract.

13.2 Upon DFE PHARMA's written request, SUPPLIER shall provide DFE PHARMA with the certificate(s) evidencing such cover.

14. CONFIDENTIAL INFORMATION AND KNOW HOW

14.1 SUPPLIER shall keep confidential all Confidential Information and shall not disclose or publish anything with regard to such matters without the prior written permission of DFE PHARMA.

14.2 SUPPLIER shall not make any announcements to Third Parties, in particular to the consumer and trade press, about DFE PHARMA, the existence or contents of the relationship with DFE PHARMA or the activities undertaken or to be undertaken by SUPPLIER for DFE PHARMA, unless prior written consent has been obtained from DFE PHARMA. SUPPLIER shall not use any of DFE PHARMA's proprietary items, such as Trade Secrets, market reports, trademarks or DFE PHARMA's name, for any other purpose than authorized in this Contract. In particular, SUPPLIER shall not use

such proprietary items in order to promote its own business on web sites, in flyers or brochures and trade fairs.

- 14.3 SUPPLIER shall impose obligations that are no less stringent than the obligations imposed on it by Clause 14, on its employees or Third Parties that it has engaged for the performance of the Contract. SUPPLIER guarantees that these employees or Third Parties, as the case may be, will not act in breach of the obligation of secrecy and the prohibition on publication.
- 14.4 The confidentiality obligation and the prohibitions (on publication) referred to in this Clause shall continue to be in force following the Termination of the Contract and shall apply for 5 years from the date of disclosure.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 DFE PHARMA shall be the owner of all plans, data, drawings, documents, designs, studies, software, inventions, work and the like developed for or created specifically by the SUPPLIER for DFE PHARMA pursuant to this Contract (jointly referred to as *New IP*), only if DFE PHARMA meets its payment obligations and there are no outstanding disputes or disagreements between the parties. Subject to the above conditions SUPPLIER shall effect and give its full cooperation to an irrevocable transfer of New IP to DFE PHARMA free and clear of any encumbrances and shall execute all documents and take all actions necessary to do so.
- 15.2 Each Party shall at all times remain the owner of all Intellectual Property rights owned by it prior to entering into this Contract or created outside the scope of and independently of this Contract (jointly referred to as *Existing IP*), and none of the Parties transfers, by operation of this Contract, to the other Party (or to any other party, for that matter) any Existing IP.
- 15.3 However, in case Existing IP is incorporated in New IP, observing the provisions of paragraph 19.1. SUPPLIER shall procure that DFE PHARMA shall have a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable and freely transferable right to use such Existing IP for the purpose of using the New IP.
- 15.4 All drawings or materials provided to SUPPLIER by DFE PHARMA are the property of DFE PHARMA and may at all times be claimed by DFE PHARMA without notice. SUPPLIER shall administer all these drawings and materials and keep them in good condition at its own expense and risk. SUPPLIER shall not use them for, or allow them to be used by Third Parties, except with DFE PHARMA's prior written consent.
- 15.5 SUPPLIER is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other Intellectual Property right of DFE PHARMA or any other company of the DFE PHARMA Group without having obtained the prior written consent of DFE PHARMA. Any authorized use shall be strictly in accordance with the instructions of and for the purposes specified by DFE PHARMA.

16. BUSINESS PRACTICES PRINCIPLES

SUPPLIER agrees to adhere to all applicable law, regulations and the DFE PHARMA's business practices ("Business Practices") as may be periodically and at DFE PHARMA's sole discretion. The Business Practices applicable per the Effective Date are attached in **Schedule (3) BUSINESS PRACTICES** of this Contract.

17. FORCE MAJEURE

- 17.1 If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, pandemic restrictions (COVID-19), quarantine restriction, strikers lockout or act of God (hereinafter referred to as Events) and the respective party provided notice of happening of any such eventuality within 5 business days from the occurrence thereof, neither party shall have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. For the avoidance of doubt, it is hereby clarified that a cancellation of the CPhI due to any of the above stated reasons shall constitute an Event for DFE PHARMA allowing DFE PHARMA to also terminate the Agreement being subject to the ITT

18. MISCELLANEOUS

- 18.1 Except as otherwise provided herein, SUPPLIER shall not, but DFE PHARMA may assign, delegate or subcontract to a Third Party the performance of this Contract or any part hereof without the prior written consent of the other Party, only if DFE PHARMA has fulfilled all of its payment obligations and there are no outstanding disputes or disagreements between the parties.
- 18.2 The invalidity, illegality or unenforceability of any provision of this Contract, shall not affect the other provisions and the Contract shall be given effect as if the invalid, illegal or unenforceable provision had been deleted.
- 18.3 No variation of this Contract shall be effective unless it is made in writing, refers specifically to this Contract and is signed by both of the Parties.
- 18.4 No waiver of any term, provision or condition of this Contract shall be effective, except where it is clearly made in writing and signed by the waiving Party. No waiver of any particular breach of this Contract shall be held to be a waiver of any other or subsequent breach.
- 18.5 All obligations and rights, which by their nature extend past expiration or Termination of this Contract, including - but not limited to - the obligations and rights set out in Clause 14, 15, and this Clause 18.5, will survive the Termination or expiration of this Contract, and continue to be in full force and effect.
- 18.6 DFE PHARMA and SUPPLIER acknowledge that this Contract (including any schedules) sets forth the entire understanding between the Parties with respect to the matters contemplated thereby. Any and all prior oral and written agreements and understandings between the Parties with respect to the matters set forth herein are hereby superseded. This Contract shall not be modified or altered, except by an instrument duly signed by the Parties.
- 18.7 SUPPLIER shall not suspend the provision of any part of the Services (unless requested by DFE PHARMA) where DFE PHARMA is reasonably disputing any amount due to SUPPLIER.

19. TERM AND TERMINATION

- 19.1 This Contract shall come into full force and effect upon the date of mutual signature hereof and shall remain in full force until the services are completed.
- 19.2 DFE Pharma has the right to continue with this contract once the SUPPLIER shall provide a competitive estimate for CPhI 2023 no later than 6 months after CPhI 2022. DFE PHARMA, in its sole discretion will evaluate and notify SUPPLIER. Only after written confirmation of DFE Pharma, the contract will be extended.
- 19.3 The Contract may be terminated for any or no reason, by DFE PHARMA by giving 2 months' prior written notice or by SUPPLIER.
- 19.4 Without prejudice to any remedy which one Party may have against the other, either Party may terminate the Contract in whole or in part, with immediate effect without judicial intervention by giving written notice to the other:
- a) in the event the other Party has committed a serious breach of any of its obligations under this Contract, and has failed to remedy the same within a period of 10 calendar days after it has been notified of said breach, unless this breach by its nature cannot be remedied in which case the Contract can be Terminated with immediate effect;
 - b) if the other Party becomes the subject of proceedings in bankruptcy or under insolvency laws or for receivership, liquidation (voluntary or otherwise), or dissolution;
 - c) if the other Party for a period of 5 calendar days shall be prevented from performing any obligations under this Contract by a cause of Force Majeure.
- 19.5 If DFE PHARMA exercises its right to terminate, SUPPLIER's rights under this Contract shall cease to exist and cannot be enforced. SUPPLIER shall not have any rights to any compensation or any other rights in relation to the termination.
- 19.6 In the event of termination of this Contract, existing Purchase Orders and payment for the service shall be fulfilled in a (legally) satisfactory manner to both SUPPLIER and DFE PHARMA, unless otherwise agreed upon between SUPPLIER and DFE PHARMA.
- 19.7 Termination or expiration of the Contract does not relieve the Parties thereto from those obligations, which by their nature continue to be effective, including but not limited to the Clauses on confidentiality, privacy and data protection, liability, intellectual property rights and Warranties.

20. CONTINUITY

- 20.1 Upon Termination of the Contract, for whatever reason, SUPPLIER shall provide all assistance reasonably required to facilitate the provision of the Services to DFE PHARMA or a successor SUPPLIER nominated by DFE PHARMA. The obligations in respect of such assistance shall be in addition to and not in substitution for the other obligations under this Contract. SUPPLIER shall perform this assistance at its own cost and expense.
- 20.2 Upon Termination of the Contract, DFE PHARMA or any successor SUPPLIER shall be entitled to receive and have access to all other information as may be reasonably required for DFE PHARMA or a successor SUPPLIER to continue the provision of Services.

21. NOTICE

21.1 Any notice [or other communication] required to be given under this Contract shall be in writing and shall be delivered personally, or by commercial courier, to each Party required to receive the notice [or communication] at its address as set out below:

- a) DFE Pharma GmbH & Co. KG: Kleverstr. 187, Goch, 47574, Germany
- b) Baltic Exposervices Ltd.: Dzirnava 31-25 Riga, Latvia, LV-1010

or at such other address as the relevant party may specify by notice in writing to the other parties.

22. APPLICABLE LAW AND DISPUTE RESOLUTION


22.1 This Contract (including the Schedules thereto) shall be governed by and construed in accordance with the laws of Germany. The applicability of the 1980 Vienna Convention on the International Sale of Goods is excluded.

22.2 Disputes arising from, or in connection with, this Contract shall be exclusively settled by the competent courts of Düsseldorf, Germany.

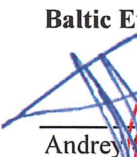
Signed in twofold by:

DFE Pharma GmbH & Co KG


Teun Heijnen
Director Supply Chain and Operations


DFE Pharma GmbH & Co. KG
Kleverstr. 187, 47574 Goch / Germany
P.O. Box 20 21 20, 47568 Goch / Germany
Tel.: +49 (0) 28 23 / 92 88 77 - 0
Fax: +49 (0) 28 23 / 92 88 77 - 99

Baltic Exposervice Ltd


Andrey Varyov
Board Member



Schedule (1)

DEFINITIONS AND RULES OF INTERPRETATION

The following definitions apply in this Contract:

- Affiliate:** of a Party means an entity controlled by, controlling or under common control with that Party where *control* means the ownership (directly or indirectly) of at least 50% (or such lesser percentage as is the maximum permitted level of foreign investment) of the outstanding stock entitled to vote for election of directors or persons performing a similar function in relation to such entity;
- Apparent Defect:** means any defect that can readily be seen on visual inspection without removing products from pallets or removing packaging;
- Auditor** means any third party company providing marketing communications and/or compliance auditing service; to be chosen by DFE PHARMA.
- Cancellation:** means any Termination which under the applicable law leads, to the extent permitted, desired and communicated, to the end of the obligations of the Parties beyond the date of such Termination, without prejudice to the obligations accrued prior to the date of such Termination;
- Clause:** means a provision of this Clause;
- Confidential Information:** means all information, including but not limited to ideas, knowledge, Trade Secrets, data, procedures, substances, samples and the like, which may come to SUPPLIER's knowledge in connection with the Contract and its performance and which DFE PHARMA has designated to be confidential or which SUPPLIER can reasonably assume to be confidential as well as all other commercial information relating to DFE PHARMA in whatever form. Confidential Information shall, however, exclude any information of which SUPPLIER can prove supported by documentary evidence that the information:
1. was fully in SUPPLIER's possession prior to disclosure by DFE PHARMA without SUPPLIER having an obligation to keep this information confidential towards DFE PHARMA or a Third Party;
 2. already was or subsequently came to be common knowledge at the time of disclosure by DFE PHARMA, otherwise than by an act or omission of SUPPLIER;
 3. was acquired by SUPPLIER from a Third Party that was not bound to keep this information secret;
 4. was developed independently by SUPPLIER without any use of information disclosed by DFE PHARMA; or
 5. must be disclosed by SUPPLIER pursuant to statute, European and/or (inter)national laws, any provision or regulation of a body approved by the government, or a binding and final decision of a court or other public authority. In such case SUPPLIER shall immediately inform DFE PHARMA and cooperate with DFE PHARMA to limit the extent of the disclosure by SUPPLIER to what is strictly required.

Contract	means this agreement between the Parties, including, as an integral part, the recitals and the Schedules, and any valid modifications and updates made from time to time;
Damages:	means any and all damages, loss, expenses or detriment, suffered by any Party, howsoever arising under or based on, whether direct, indirect, consequential, special, general, material, immaterial, punitive or other in nature, to the extent and in any way related to the subject matter of the Contract;
Defect(ive):	means any imperfection in or related to Goods and/or Services including, but not limited to, non-compliance with the Specifications and or the Service Levels;
Direct Damages:	means Damages which are reasonably foreseeable at the time of the conclusion of the Contract or at the time of the performance, default, or any other relevant event resulting in Damages incurred or to be incurred by or accrued with the relevant Party;
Effective Date:	means [July 27th,2022];
Existing IP:	means <i>Existing IP</i> as specified in Clause 15.2;
Fee(s):	means the agreed price payable for Services as stated in Schedule (2) SERVICE, FEES, AND SPECIFICATIONS;
Force Majeure:	means an event or condition which wholly or partially delays or prevents a Party from performing any of its obligations under the Contract and is beyond the control of, and occurs without the fault or negligence of, the Party affected thereby;
DFE PHARMA:	means the Party defined as DFE PHARMA above;
Goods	means the premiums, as specified in Schedule (2) SERVICE, FEES, AND SPECIFICATIONS;
Indirect Damages:	means any and all Damages which are not Direct Damages;
Intellectual Property:	means (all registered and unregistered rights in) trademarks, trade names, logos, distinctive signs, trade dress, design rights, inventions, copyrights (including all rights corresponding thereto in both published and unpublished works), patents, pending applications, domain names, URL's and any other addresses for use on the internet, websites, software (including reports, scripts, source code, computer systems and other technical documentation related thereto), data and database rights, rights in Confidential Information, customer lists, "know-how" and any other intellectual property or any similar, corresponding or equivalent rights to any of the foregoing, and including any right to apply for registration of these rights;
Material Breach:	means any breach of the Contract, circumstance or shortcoming which justifies Rescission;
New IP:	means <i>New IP</i> as specified in Clause 15.1;
Party:	means SUPPLIER or DFE PHARMA;

Personal Data:	means personal data as defined by applicable law relating to the DFE PHARMA Group's employees and the employees of any Third Party engaged by the SUPPLIER under the Contract;
Processing:	means any operation that is performed on Personal Data, whether or not by automatic means, such as collection, accessing, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data;
Purchase Order:	means any commercial document and first official offer issued by DFE PHARMA to SUPPLIER indicating types, quantities, and agreed prices or fees for the purchase of Goods or Services;
Rescission:	means any Termination which, under the applicable law creates the obligation for the Parties to undo, to the extent permitted, desired and communicated, any performance rendered prior to the date of such Termination;
Schedules:	means the schedules referred to in the Contract;
Services:	means activities (to be) performed by SUPPLIER under this Contract as stated in Schedule (2) SERVICE, FEES, AND SPECIFICATIONS;
Specifications:	means the specifications of the Goods and /or Services set out in Schedule (2) SERVICE, FEES, AND SPECIFICATIONS;
Subcontractor:	means any Third Party having an agreement with SUPPLIER to carry out any obligation under this Contract, or actually carrying out, or having carried out, any such obligation;
SUPPLIER:	means the Party defined as SUPPLIER above;
Termination/Terminate:	means any manner through which an agreement is brought to an end and/or expires, including Rescission and Cancellation;
Third Party:	means any other person or entity than Parties, or Parties' Affiliates;
Trade Secret:	means all information which (a) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) has commercial value because it is secret; and (c) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret;
Warrant(y):	means the undertakings and representations on the part of SUPPLIER indicated as such through the words "Warrant(s)", "guarantee(s)", "Warranty", "guaranty" or which (otherwise) may be understood as such by DFE PHARMA;

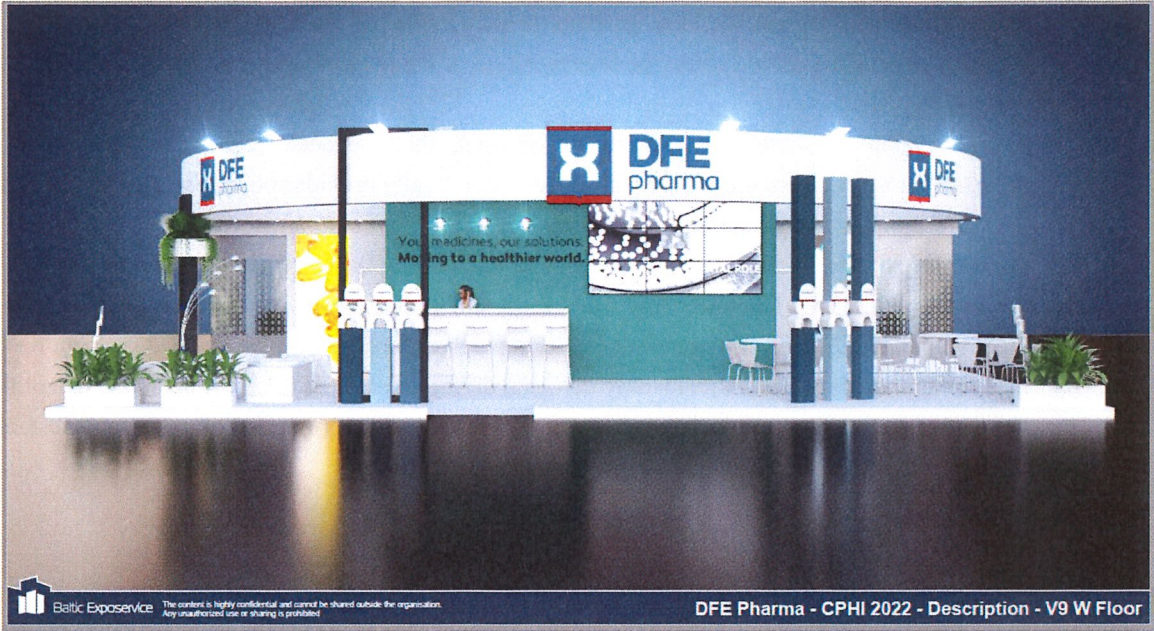
The following rules of construction and interpretation shall apply to this Contract:

- i. the singular includes the plural and vice versa;
- ii. "or" is not exclusive and "include" and "including" shall mean include or including without limitation;
- iii. "hereby", "herein", "hereof", "hereunder" and any like words refer to the Contract, except where on the basis of the context another meaning can be the only reasonable interpretation;
- iv. a reference to a law or regulation includes any amendment or modification to such law or regulation and any further rules issued thereunder or any law or regulation in replacement therefore;

- v. a reference to a natural person or legal entity includes its successors or assigns, to the extent permitted under the Contract;
- vi. a reference to an Clause in this Contract shall be a reference to such section of the body of the Contract, and not to any Schedule or other document, unless where explicitly provided otherwise;
- vii. any right of DFE PHARMA may be exercised at any time and from time to time unless specified otherwise in the Contract;
- viii. the headings of Clauses, sections, portions or paragraphs of the Contract are for convenience purposes only and shall not affect the interpretation of the respective rights and obligations of the Parties;
- ix. any obligation of SUPPLIER, howsoever phrased, shall be deemed to be a result oriented obligation, except where the wording or context specifically provides otherwise, and shall include the corresponding obligations of its Subcontractors;
- x. the wording of the Contract shall be decisive in interpreting the (mutual rights and obligations of the Parties under the) Contract. Any other facts and circumstances called upon by SUPPLIER, including allegedly relevant intentions and/or representations, as may be deemed relevant on the basis of applicable (case)law, may only derogate on the wording of the Contract to the extent that would be deemed necessary beyond doubt from overriding principles of reasonableness and fairness which may be imposed by the applicable (case)law.

Schedule (2) SERVICE, FEES, AND SPECIFICATIONS

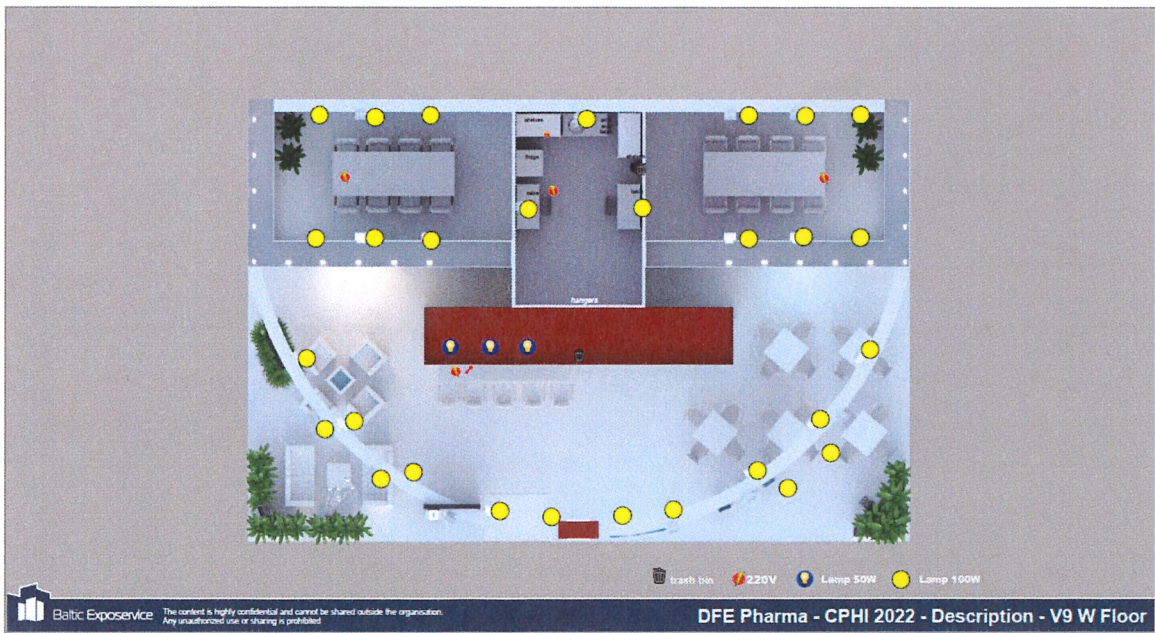
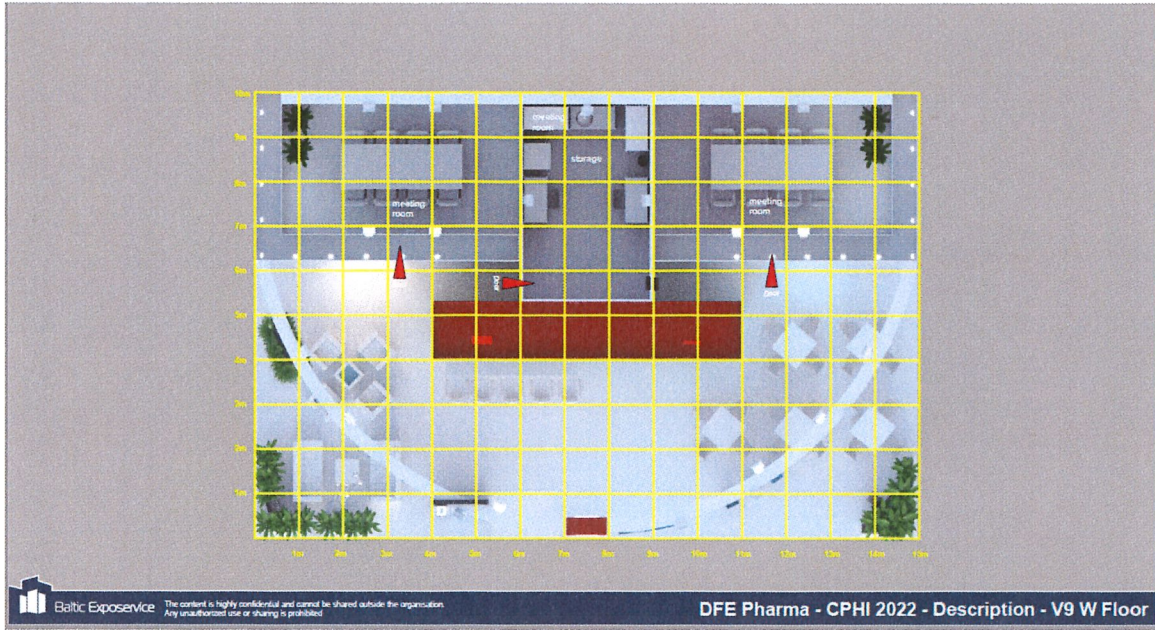
Design/specification as follows :

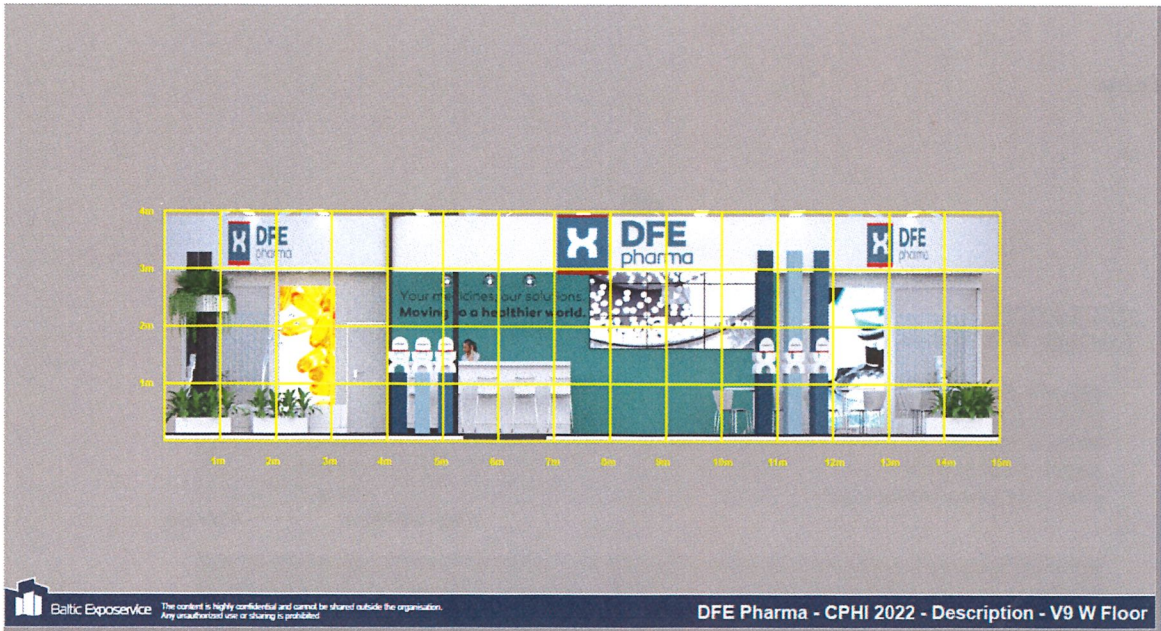












Fees:



QUOTATION

Exhibitor: DFE Pharma

Exhibition: CPHI 2022

Floor	Quantity	Unit
Platform 100mm		150 Sqm
Laminated chipboard		150 Sqm
L-type aluminum corner edge		37 m
Total for Floor:		6592 EUR

Electrical equipment and lighting, wiring	Quantity	Unit
Wiring per sqm		150 Set
Power distribution box		1 Pcs
Triple power socket on cable (NOT built-in)		17 Pcs
100W LED spotlight		26 Pcs
Built-in LED spot 5w		20 Pcs
Spherical chandelier		3 Pcs
Decorative floor lamp with 5 lamps (chrome)		1 Pcs
Total for Electrical equipment and lighting, wiring:		1692.5 EUR

Furniture:	Quantity	Unit
Coffee table		1 Pcs
Coffee table with glass		1 Pcs
Sofe (single — white)		4 Pcs
Sofa (double — white)		2 Pcs
Table — White		5 Pcs
Chair (Valmar)		22 Pcs
Chair (Samba — white)		16 Pcs
Bar chair		5 Pcs
Conference table		2 Pcs
Booklet holder (stand)		2 Pcs
Total for Furniture:		2015 EUR

Closed room equipment	Quantity	Unit
Hanger		1 Pcs
Waste bin		1 Pcs
Shelving — Octanorm 990x495x2030 Type: Octanorm Shelves: 5pcs.		2 Pcs
Table — Octanorm 990x495x800: Type: Octanorm Shelves: 3pcs.		3 Pcs
Total for Closed room equipment:		124 EUR

Floristry:		
<i>Palm in vase</i>		4 Pcs
Total for Floristry:		380 EUR

Decorative elements:		
	Quantity	Unit
<i>Planter boxes — (990mm x 300mm x H250mm)</i>		
<i>Green plants</i>		3 Set

"BALTIC EXPOSERVICE" Ltd., 40003432868, Dzirnava str. 31, of. 25, Riga, LV-1010, Latvia
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 Bank: Luminor. Code: S.W.I.F.T. RIKOLV2X. Account LV58RIKO0002010095529



Baltic Exposeservice

<i>Plant box — corner</i>		
<i>Green plants</i>		1 Set
<i>Metal frame (support)</i>		1 Pcs
<i>Metal frame (support)</i>		3 Set
<i>Pillars with units for exhibits with illuminated shelves</i>		3 Set
<i>Planter box on pillar</i>		
<i>Green plants</i>		1 Set
Bar counter — (3000mm x 750mm x H1300mm):		
<i>Laminated chipboard — (white)</i>		
<i>Shelf in the middle 1pcs</i>		
<i>Lockable doors</i>		
<i>Open section at the top H300mm</i>		
<i>Opening for refrigerator</i>		1 Set
Total for Decorative elements:		5599.48 EUR

Equipment		
	Quantity	Unit
<i>Refrigerator: H1600mm</i>		1 Pcs
<i>Sink</i>		1 Pcs
Total for Equipment:		250 EUR

A/V		
	Quantity	Unit
<i>Video-wall screen Samsung UD46C</i>		9 Pcs
<i>MacBook Air</i>		1 Pcs
Total for A/V:		4850 EUR

Main booth construction		
	Quantity	Unit
<i>Door — For painting</i>		4 Pcs
<i>Playwood walls</i>		111.27 Sqm
<i>Central front wall</i>		36.25 Sqm
<i>Additional wall segments</i>		30.15 Sqm
Walls with glass:		
<i>Plywood with paint finish</i>		
<i>Tempered glass 10mm — 9.6 Sqm</i>		
<i>Matt film with patter— 9.6 Sqm</i>		2 Set
Fascia:		
<i>Radial detail</i>		
<i>Plywood with paint finish</i>		1 Set
Total for Main booth construction:		20064.92 EUR

Graphic	
Banner with interior print	26.98 Sqm
Logotypes on the fascia	4 Pcs
Light box: - (992mm x H2480mm) Textile with graphic on the front part Light — LED	2 Set
Graphic in the meeting rooms: PvH 4mm + print on film	19.6 Sqm
Light box on the fascia - (1315mm x 340mm x H1655mm)	1 Set
3D logotype — (1251mm x 10mm x H837mm)	
Contour LED backlight	1 Set
Total for Graphic: 3359.7 EUR	

Transportation costs, mounting		
	Quantity	Unit
Drawing development		1 Work
Exhibition stand preparation at the manufactory		1 Work
Mounting of the exhibition stand		1 Work
Dismantling of the exhibition stand		1 Work

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Disposing of Construction Waste	1 Work
Unloading/loading at the manufactory	1 Work
Transportation costs: Frankfurt	1 Freight
Project management	1 Work
Unloading/loading	1 Service
Storage/empties	1 Service
Total for Transportation costs, mounting: 18277 EUR	
Total: 63204.6 EUR	

Offer NOT including:
 Static calc., suspension points, water supply and outflow, power supply, power consumption during the fair, internet.
 The service package includes only the items specified in the cost estimates.
 If you find a missing item in the cost estimate, report this to the project manager.

Projected costs for services* - Additional costs - not included in the total amount of the estimate		
	Quantity	Unit
Stand approval		1 Service
Water connection		1 Service
Electricity connection		1 Service
Wi-Fi		20 Devices
Total:		4172.8 EUR

*Projected costs

"Baltic Exposervice" SIA director



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