

TRAINING SERVICES AGREEMENT

№ 2-3100-21446

from November 2, 2018

This Training Services Agreement is
made between

Amber Grid AB
Savanorių pr. 28, LT-03116 Vilnius,
the Republic of Lithuania

referred to hereinafter as „Company“

and

ROSEN Europe B.V.
Zutphenstraat 15, 7575 EJ Oldenzaal,
the Kingdom of the Netherlands

referred to hereinafter as „ROSEN Europe B.V.“

(individually referred to as “Party” and together referred to as the “Parties”)

RECITALS

- A. ROSEN Europe B.V. engages in the business of supplying training services to its customers.
- B. COMPANY wishes to appoint ROSEN Europe B.V. to provide training services.
- C. This Training Services Agreement sets out the terms and conditions upon which the training services will be provided by ROSEN Europe B.V. to COMPANY.

1 DEFINITIONS

The terms defined under this clause will include the singular and the plural as the context so requires.

In this Agreement and Annex No. 1 (defined below), the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise:

Agreement means this Training Services Agreement together with any schedules, special conditions and appendices that are attached to this Training Services Agreement.

Annex No. 1 means the attached document which is called "ROSEN Europe B.V. Training - **Pipeline Integrity Management Systems**. Public Training Course."

Annex No. 2 means the attached document which is called "Prices for training services for the course – **Pipeline Integrity Management Systems**. Public Training Course."

Confidential Information shall mean any and all information in the broadest sense in whatever form or medium, (including but not limited to documentary, electronic or oral information), which is disclosed by or relates to either Party ("Discloser") and is received or obtained by the other Party ("Recipient") in connection with this Agreement or otherwise. Such information includes, but is not limited to, all information which relates to past, present, and future research, development and business activities of either Party, and the systems, procedures, algorithms, and data (including those contained in either Party's electronic databases) which are related to these activities, information related to the operations, planning, control, design and marketing of the relevant Party's business interests and products, any information which affects publicly held securities, and any other information about its business affairs which the relevant Party deems to be confidential or proprietary.

This definition shall not apply to information that

- has been known to a Party before the conclusion of this Agreement;
- has already been publicly known;
- has been released into the public domain by the disclosing party;
- has been made publicly known during the term of this Agreement by a third party without involving either of the contracting Parties.

Course Content means all content and materials used in the delivery of a course by ROSEN Europe B.V. including, but not limited to, handouts, slides, videos and other training materials.

Force Majeure shall mean fires, acts of God, explosions, epidemics, earthquakes, acts of public or foreign enemies, civil disturbances, war and hostilities (whether war be declared or not), invasions, blockades, insurrections, rebellion, revolution, riots, acts of terrorism, strikes, commotion, disorder, lockouts or other industrial disturbances, embargoes, restraints or prohibitions or orders or regulations by any court, board, department, commission or agency of any state or country.

Intellectual Property means all industrial and intellectual property rights, whether protectable by statute, at common law or in equity, including, without limitation, all copyright, inventions, business processes, know-how, patents, designs (whether or not registrable), registered and unregistered trademarks, circuit layout designs and rights in relation to circuit layout designs, but excluding non-assignable moral rights and similar non-assignable personal rights of authors and producers. This definition includes, but is not limited to, any training materials or modules communicated under this Agreement.

Month means a calendar month.

Services means those training services, Course Content and documents which will be delivered by ROSEN Europe B.V. to COMPANY under this Agreement and which are more fully described in Annex No. 1.

Fees means the fees, which COMPANY shall pay to ROSEN Europe B.V. as set in Annex No. 2.

2 SERVICES

ROSEN Europe B.V. provides training services to the Company (hereinafter referred to as the Services). If the Services shall be performed by a Representative, COMPANY engages ROSEN Europe B.V. to provide the Services on the express and essential condition that the Services shall be performed by a ROSEN Europe B.V. Representative or by a member of a ROSEN GROUP COMPANY. In such case ROSEN Europe B.V. shall be responsible for the activity of a Representative or of a member of a ROSEN GROUP COMPANY as for its own and shall guarantee quality and timeliness of the Services provided under this Agreement.

In the event that the Representative is no longer (i) able or willing to perform the Services, or (ii) active with or employed by ROSEN Europe B.V., for any reason whatsoever, COMPANY shall have the right to terminate this Agreement immediately upon written notice, without prejudice to COMPANY's rights hereunder.

In such case ROSEN Europe B.V. within 14 (fourteen) calendar days shall refund the amounts paid for the Services not performed from the date of termination.

After provision of the Services the Parties shall sign and seal by the stamps (if available) two originals of the Services Acceptance Certificate.

3 TERM AND TERMINATION OF AGREEMENT

This Agreement shall come into effect from the date the Parties agree to these terms by signing this Agreement and will remain and continue in effect, until 30th of November 2018 included, and in respect of mutual settlements – until complete fulfillment.

The Parties may terminate this Agreement by a fourteen (14) days prior written notice if one of the Parties does not fulfill its obligations or is in breach with any of the terms of this Agreement or under the right to terminate given to COMPANY or ROSEN Europe B.V. in this Agreement.

4 CONSEQUENCES OF TERMINATION

Should this Agreement be terminated for any reason, COMPANY shall pay ROSEN Europe B.V. for all of the Services satisfactorily rendered by ROSEN Europe B.V. prior to termination and for all expenses reasonably and properly incurred by ROSEN Europe B.V. prior to termination.

5 PRICE AND FEES

The price of the Agreement shall be 6 600.00 USD (six thousand six hundred USD 00 cents) without VAT. The cost of the Services under this Agreement shall be stated in Annex No.2 to this Agreement.

For and in consideration of the Services furnished by ROSEN Europe B.V. to COMPANY under this Agreement, ROSEN Europe B.V. shall receive Fees set out in Annex No.2. The Fees shall be calculated by considering the given information in Annex No.2.

The fees shall be paid by COMPANY within ten (10) calendar days after receiving the invoice from ROSEN Europe B.V. All taxes shall be shown separately on each invoice.

6 INTELLECTUAL PROPERTY

COMPANY acknowledges that:

- ROSEN Europe B.V. owns all Intellectual Property rights in the Course Content;
- no title in the Course Content passes to COMPANY under this Agreement;
- the Course Content may only be used by COMPANY's employees and

- shall not be used in any way which would harm ROSEN Europe B.V. or a ROSEN GROUP COMPANY; and
- COMPANY may not reproduce any part of the Course Content without the prior written consent of ROSEN Europe B.V.

7 REPRESENTATIONS AND WARRANTIES

ROSEN Europe B.V. hereby represents and warrants to COMPANY that:

- the Services will be performed in a timely, professional and competent manner, with due skill and care, and in accordance with applicable professional standards;
- the Services will conform with the requirements and specifications set out in Annex No. 1;
- it has the authority and capacity to enter into this Agreement and it is not subject to any restrictive covenant or other legal obligation which prohibits ROSEN Europe B.V. from performing the Services;

8 LIABILITY

Neither Party will be liable to the other Party in any circumstances for any consequential loss.

Each Party is liable for and indemnifies the other Party against all claims, liability, loss, costs and expenses (including without limitation any legal costs or environmental losses, costs, damages or expenses) arising related to:

- Disease or injury to or death of any person employed or provided by the other Party;
- Damage to or loss of the other Party's property and which arises out of or is in connection with the performance of this Agreement.

Notwithstanding any other provision of this Agreement, ROSEN Europe B.V.'s liability to COMPANY for any claim for loss or damage made in connection with this Agreement (for contract, tort, under statute or otherwise) in respect of damage to property (except in case of injury and death) is limited to the Fees paid by COMPANY pursuant to this Agreement.

9 COMPLIANCE OF LAWS

Each Party will comply with all applicable laws and regulations with respect to the provision of the Services.

10 CONFIDENTIAL INFORMATION

10.1 Each Party undertakes that it shall not for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 0.

10.2 Each Party may disclose the other Party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 10; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11 DISPUTE RESOLUTION

If a dispute arises, the Parties must, prior to the initiation of any legal proceedings, use their best efforts in good faith to reach a reasonable and equitable resolution of the dispute.

Nothing in this clause prevents a Party seeking urgent injunctive relief or similar interim relief from a court.

12 SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

13 NOTICES

All notices and communications hereunder to a Party shall be in writing and shall be either (a) delivered personally, (b) forwarded by registered or certified mail, or (c) transmitted by facsimile or e-mail (if such information is provided by a Party).

14 AMENDMENT AND ASSIGNMENT

This Agreement may be amended in whole or in part only by the written consent of the Parties by concluding by the Parties of additional agreements hereto. COMPANY may not assign its rights under this Agreement without the prior written consent of the ROSEN Europe B.V. hereto, and any attempt to do so shall be a breach of this Agreement and shall be void. However, ROSEN Europe B.V. may assign its rights to a ROSEN GROUP COMPANY.

15 ENTIRE AGREEMENT

This Agreement and the Annex No.1 and Annex No.2 attached hereto constitute the entire agreement between the Parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement. The Annex No.1 hereto form an integral part of this Agreement and are incorporated by reference herein.

16 FORCE MAJEURE

Failure or delay in performance of any obligation under this Agreement by either Party will not be deemed to be a breach of this Agreement if that failure or delay is due to any cause beyond the reasonable control and without the fault or negligence of that Party, but in order to excuse its default on this basis, a Party will notify the other of the occurrence of the cause as soon as it becomes aware, specifying the nature, particulars and expected duration thereof.

17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of the Netherlands. Each Party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the Netherlands for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

18 ACKNOWLEDGEMENT

This Agreement is made in English languages in two originals having equal legal force one for each Party. The Parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

19 BANK REQUISITES AND LEGAL ADDRESSES OF THE PARTIES

COMPANY:

Amber Grid AB

Business ID: 303090867;
Savanorių pr. 28, LT-03116 Vilnius;
VAT reg. No: LT100007844014;
Tel. (8 5) 236 0855;
Fax (8 5) 236 0850;
Email info@ambergrid.lt;
<http://www.ambergrid.lt>;
Account No LT71 7044 0600 0790 5969;
AB SEB bankas 70440 CBVILT2X.

ROSEN Europe B.V.:


Business ID: RSIN 808776393
Zutphenstraat 15
7575EJ Oldenzaal, The Netherlands
Tel. (+315) 41671000
Fax (+315) 41671130
Bank:
ABN AMRO Bank, 7476 AC Oldenzaal,
the Netherland
Account No: 57 19 55 010
Code: ABN-ANL 2A

Acting Technical Director


Saulius Sabonis

Directors of ROSEN Europe B.V


Gerrit Bernhard Droppers


Theodorus Cornelis de Lange

November 2, 2018

ROSEN

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30-10-2018

Annex No. 1: ROSEN Europe B.V. Training - Pipeline Integrity Management Systems. Public Training Course."

Dates: November 13-16, 2018
Capacity: 2 attendees

Course Description

This course provides a comprehensive overview of the integrity management of onshore pipelines, and pipeline integrity management systems (PIMS) based on international standards ASME B31.8S, API 1160, AS2885, CSAZ662 and EN16348.

Course Objectives

- Provide a definition of what a Pipeline Integrity Management Systems is.
- Introduce a framework for Pipeline Integrity Management.
- Introduce the concept of safety management and identify the relationship between corporate safety management and technical Integrity management.
- Provide guidance on the applicability of content contained with pipeline integrity management codes, standards and regulations.
- Cover the process that governs technical risk assessment and repair strategies.

Trainer Profile

Clive Ward is an experienced integrity management professional with service provider and operator R&D background. Particular strengths in integrity management systems development, both onshore and subsea. He has a thorough knowledge of industry best practice, regulatory requirements and trends. His project experience covers UK, Australia, Europe, Middle East & Africa, Central Asia, North, Central & South America.


Competency Level

The training is **Foundation Level** and aimed at professionals who want to increase their basic knowledge in this specific area. Attendees should be familiar with basic engineering principles, and should be able to perform simple calculations. The prerequisites for this course are a general knowledge in pipeline engineering and operation.

Competence Club

All attendees will receive complementary access to ROSEN's Competence Club, an online learning and assessment platform. They will also be enrolled in pre-school online courses, totaling 6 hours training.

Acting Technical Director of Amber Grid AB



Saulius Sabonis

Directors of ROSEN Europe B.V.



Gerrit Bernhard Droppers



Theodorus Cornelis de Lange

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30-10-2018

November 21, 2018

Annex No. 2: Prices for training services for the course “Pipeline Integrity Management Systems. Public Training Course.”

Price	Q-ty	Cost
3 300,00 USD	2	6 600,00 USD

Day 1 2 267,00 USD

- Introduction to PIMS

- Management Control Framework
- Threats to Pipeline Integrity
- Risk Assessment

Day 2 2 283,00 USD

- Integrity Management Planning
- Inspection Monitoring & Maintenance

- Introduction to ILI
- Anomaly Management


Day 3 1 783,00 USD

- Preventive & Mitigative Measures
- Incident Investigation
- Emergency Preparedness
- Documents & Records

Day 4 267,00 USD

- Test Field
- Testing and Calibration
- Plastics Factory
- Mechanical Manufacturing
- Electronic Manufacturing

Acting Technical General of Amber Grid AB


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November 2, 2018