

ISTRANA

ENGINEERING CONSULTANCY SERVICES

in the scope of the complex development

of T5 TERMINAL PROJECT

IN GDANSK

Schedule 1 - Consultancy Services Agreement

CONTRACT NO:

EFFECTIVE DATE: DDMMYYYY

Agreement

Between

Istrana Sp. z o.o.

(“Istrana”)

and

[●insert consultant name]

CONTRACT NO: XXXXXX

Agreement

This **Agreement** dated _____ is agreed between:

- (i) **Istrana Sp. z o.o. ("Istrana")** with registered office at ul. Kontenerowa 7, 80-601 Gdansk, Polska and enterprise number [●insert company registration/reference number] (hereinafter called "the **Client**") on the one hand and
- (ii) [●insert Consultant Name], with registered office at xxx [●insert Consultant's address] and enterprise number [●insert number] (hereinafter called the **Consultant**") on the other hand.

Hereinafter referred to individually as 'the **Party**' and jointly as 'the **Parties**'.

WHEREAS,

- (A) the Client desires that certain Services (as defined in Appendix 1 to this Agreement) should be performed by the Consultant and
- (B) the Consultant is willing to deliver these Services and has delivered a Proposal to the Client;
- (C) Parties now hereby wish to set out the terms and conditions regarding the delivery of these Services.

THE CLIENT AND THE CONSULTANT AGREE AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the General Conditions, save as amended by the Particular Conditions which are added to this Agreement.
- 2 The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:
 - (a) the General Conditions of the Model Services Agreement for the Client / Consultant, published by International Federation of Consulting Engineers (FIDIC) Fourth Edition (2006) (the "General Conditions"), as amended by the Particular Conditions which are added to this Agreement; and;
 - (b) the Appendices, namely:
 - Appendix 1: Scope of Services
 - Appendix 2: Personnel, Equipment, Facilities and Services of Others to be Provided by the Client

- Appendix 3: Remuneration and Payment
- Appendix 4: Time Schedule for Services
- Appendix 5: Project Information - Procedures
- Appendix 6: NDA

- 3 In consideration of the payments to be made by the Client to the Consultant under this Agreement, the Consultant hereby agrees with the Client:
- (a) to perform the Services in conformity with the provisions of the Agreement; and
 - (b) that, for the period from the date of this Agreement up to and including 1 (one) year from the date of completion of this agreement (the "Exclusivity Period"), the Consultant shall not, and shall procure that the Consultant's affiliate companies, directors, employees, agents and advisers will not, either directly or indirectly (whether or not in conjunction with any third party) commence to, or continue to, provide the Services, or services substantially similar to the Services, contemplated under this Agreement to any party other than the Client.
- 4 The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year stated above in accordance with their respective laws.

AUTHORISED SIGNATURE(S) OF CLIENT

AUTHORISED SIGNATURE(S) OF CONSULTANT

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Signature

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Signature

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Signature

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Signature