

**POSTAL SERVICE AGREEMENT**  
**GENERAL PART**  
**I GENERAL PROVISIONS AND SUBJECT**  
**OF THE AGREEMENT**

1.1. This Postal Service Agreement (hereinafter - the Agreement) shall be comprised of a general part (hereinafter - the General Part) and a special part (hereinafter - the Special Part). The General Part is this document that is an integral part of the Agreement, which explains standard terms of the Agreement and standard rights, obligations and obligations of the Customer and the Contractor. The Special Part is a document that sets out special and additional provisions of the Agreement.

1.2. In case of inconsistencies between the General Part and the Special Part, provisions of the Special Part shall apply. 1.3. If the Agreement does not regulate any terms related to the services or does not specify information, the terms published on the website <https://unisend.lv/> shall apply.

1.4. This Agreement has been concluded by the Contractor and the Customer specified in Clause 1 of the Special Part, hereinafter both together - the Parties and each individually - the Party.

1.5. The Contractor shall provide the Customer with collection, sorting, transportation, delivery, storage and additional services specified on the website <https://unisend.lv/> (hereinafter - the Services), and the Customer shall pay for the Services in accordance with the provisions, terms and procedures set out in the Agreement.

1.6. Definitions and explanations of terms used in the Agreement may be found on the website <https://unisend.lv/>

**II. RIGHTS AND OBLIGATIONS OF THE**  
**PARTIES**

**2.1. The Contractor shall be obliged:**

2.1.1. To provide the Services according to this Agreement, statutory rules governing the Services and provisions set on the website <https://unisend.lv/>;

2.1.2. To provide the Customer with opportunity to use the Contractor's self-service system that is available at <https://my.unisend.lv> (hereinafter - the self-service platform), to give the Customer access to the self-service platform in accordance with the Customer's identification data, allow the Customer to log in to the self-service account and

purchase the desired Service. Login data shall be linked to the data provided by the Customer (e-mail address), and the Customer shall be liable for accuracy and relevance of this data during the term of the Agreement. Access data in the self-service platform may only be used by the Customer, transfer of access data to third parties shall be prohibited. If in the self-service platform the Services are used in the Customer's profile, it shall be deemed that the Services have been used by the Customer, and the Customer shall be obliged to pay for the Services;

2.1.3. To cooperate with the Customer and, upon the request of the Customer, to provide information required for execution of the Agreement. In some cases, to assign the responsible employee to contact the Customer and provide his/her contact details in the self-service platform;

2.1.4. To notify the Customer of that the fee (tariff) of the Services provided by the Contractor to the Customer herein is being changed no later than 30 (thirty) calendar days before this fee (tariff) comes into effect, except in the cases specified in the Agreement, when the fee (tariff) of the Services is changed and applied without separate notice to the Customer, (1) to the e-mail address of the Customer specified in the Special Part or (2) via mass media, including the website <https://unisend.lv/>, or (3) in the Contractor's self-service system. The Customer may not be notified of change in the fee (tariff) of additional services with a separate notice;

2.1.5. To notify the Customer about amendments to each document specified in the Agreement and related to provision of the Services (Terms of Service Provision, etc.) no later than 14 (fourteen) calendar days before the amendments come into force (1) to e-mail address of the Customer provided in the Special Part or (2) via mass media, including the website <https://unisend.lv/>, or (3) in the self-service system of the Contractor. The Customer may not be notified of amendments to each document specified in the Agreement and related to provision of the Services (Terms of Service Provision, etc.) with a separate notice in cases where they are more favourable to the Customer;

2.1.6. To notify the Customer about change of the Contractor's details specified in the Special Part within 5 (five) calendar days to the Customer's e-

mail address provided in the Special Part or in the self-service account assigned to the Customer.

**2.2. The Contractor shall be entitled:**

2.2.1. Not to accept and/or send prohibited items provided in laws and on the website <https://unisend.lv/> and consignments not complying with the terms provided.

2.2.2. To request that the postal consignment must be packaged and addressed in accordance with the requirements specified on the website <https://unisend.lv/> ;

2.2.3. To set and/or change the specifications of postal consignment, including, but not limited to, requirements regarding items sent in the postal consignments, packaging of the postal consignment, dimensions of the postal consignment, and to set other

provisions and/or requirements related to provision of the Services;

2.2.4. At any time and at its own discretion, to unilaterally change and/or supplement the provisions of the Agreement due to changes in laws relating to the Services provided, changes in provision of the services, technical and/or production changes and due to similar reasons by notifying the Customer thereof no later than 30 (thirty) calendar days prior to the effective date (1) to the Customer's e-mail address specified in the Special Part, or (2) via mass media, including the website <https://unisend.lv/>, or (3) in the self-service system of the Contractor. Amendments and/or supplements shall be binding on the Parties without a written agreement between the Parties, starting from the effective date specified in the Contractor's notice and if not specified - from the date of publication on the website <https://unisend.lv/>

### **2.3. The Customer shall be obliged:**

2.3.1. To transfer to the Contractor a postal consignment packed in accordance with the postal consignment specifications published on the website <https://unisend.lv/>, including, but not limited to, to comply with regulations regarding items sent in postal consignment, postal consignment packaging and postal consignment size, and fulfil other requirements related to provision of the Services;

2.3.2. Not to send prohibited items specified on the website <https://unisend.lv/>;

2.3.3. Before signing the Agreement, to read information published on the website <https://unisend.lv/> (including but not limited to): Terms of provision of postal services for business customers and description of the services provided. In this Agreement, the signature of the Customer shall be also considered a confirmation that the Customer has read this information and undertakes to comply with it and to fulfil the terms set therein;

2.3.4. To be liable for content of the postal consignment and its proper preparation for sending. If, during processing or delivery of postal consignments, it is found that the postal consignment does not comply with the terms provided in the Agreement, such postal consignment may not be accepted or be returned to the Customer, and in such case the Customer

shall be obliged to pay the Contractor a shipping price and a return fee equal to the shipping price;

2.3.5. To use the self-service platform and consistently and unconditionally comply with the terms and requirements provided in the Agreement and the self-service platform, to follow all self-service instructions accurately, to select service required, to accurately fill out the transport declaration and prepare all necessary documents, and provide exact details and addresses of a sender and recipient;

2.3.6. To pay the Contractor for the services provided in accordance with the terms, conditions and procedures specified herein;

2.3.7. Within 2 (two) business days after the date of submission of the Contractor's request, to transfer the amounts paid for cash-on-delivery that were mistakenly credited to the Customer to the current account specified in the Contractor's request;

2.3.8. To cooperate with the Contractor and, upon the request of the Contractor, to provide information required for execution of the Agreement. The responsible person designated by the Customer for communication with the Contractor and his/her contact details shall be indicated in the Special Part;

2.3.9. Within 5 (five) calendar days, to notify the Contractor by using the Contractor's e-mail address specified in the Special Part of changes in the Customer's details provided in the Special Part;

2.3.10. To notify the Contractor by using the Contractor's e-mail address provided in the Special Part of changes in the data specified in the Special Part - places of collection (acceptance) and delivery (procedures) of postal consignments no later than 10 (ten) business days before these changes come into effect. After notification of the Contractor in accordance with the procedure specified in this clause of the General Part and without additional written agreement of the Parties, if changes have been agreed upon and approved by the Contractor, the Parties shall comply with and apply the changes specified in the Customer's notice starting from the effective date specified therein;

2.3.11. To ensure that funds that the Customer will use to pay the Service Fee and other payments provided herein are of legal origin, and they will not be subject to any procedures referred

to in the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing.

**2.4. The Customer shall be entitled:**

2.4.1. To submit comments, requests and questions related to the Services provided; 2.4.2. To submit a claim for damages for lost postal consignments and lost, missing or damaged items in accordance with the procedures set out in laws and published on the website <https://unisend.lv/>. The claim form and other relevant information are available on the website <https://unisend.lv/>.

**III. SERVICE FEE AND SETTLEMENT  
PROCEDURE**

3.1. The Customer shall pay the Contractor for the Services provided under this Agreement the Service Fee effective on the day of provision of the Service amount of which is specified on the website <https://unisend.lv/> and that is applicable to business customers. The Customer shall pay the Contractor also for the Service not provided due to reasons beyond control of the Contractor. The Customer shall pay the Contractor the relevant Service Fee (tariff) for the return/forwarding of the relevant postal consignment, as well as for the courier waiting time in accordance with the rules specified at <https://unisend.lv/>.

3.2. After notification of the Customer in accordance with the procedure specified in the General Part, the Service Fee (tariff) shall be changed without additional written agreement of the Parties, and the Customer shall pay the Contractor the Service Fee (tariff) changed for the services provided under the Agreement, starting from the date the changes come into effect that is set in the notice delivered via e-mail or the self-service system of the Contractor, or mass media, including the notice sent via the website <https://unisend.lv/>, and if this date is not specified - starting from the date of publication of the notice on the website <https://unisend.lv/>. Regardless of whether the Customer is notified of changes in the fee (tariff) of additional services by a separate notice, without additional written agreement of the Parties, the Customer shall pay the Contractor the fee (tariff) of additional services specified at <https://unisend.lv/> that is effective on the date of provision of these Services and that is applicable to business customers.

3.3. Provision of the Services shall be subject to value-added tax (hereinafter - VAT). If the laws governing taxation of the Services are amended when following a change in the VAT rate for the Service a different fee is applied to the relevant Services, without a separate written agreement between the Parties the Customer shall pay the Contractor the Service Fee at the prescribed VAT rate and/ or other fee starting from the date of entry into force of the law establishing the VAT rate and/or other fee by taking into account amendments and/or supplements to the law. In

this case, the Customer shall not be separately notified of changes in the Service Fee.

3.4. By the 7th (seventh) day of each calendar month, the Contractor shall submit to the Customer a VAT invoice for the Services provided in the previous calendar month in accordance with this Agreement. The VAT invoice must be sent to e-mail address provided in the Special Part (VAT invoice shall not be submitted in paper format). The Parties shall agree that the Contractor shall prepare invoices electronically without a signature of the Contractor's representative and that invoices issued electronically shall be valid without a signature.

3.5. The Customer who has not received a VAT invoice within the period specified in the Agreement shall be obliged to notify the Contractor thereof to e-mail address provided in the Special Part by the 13th (thirteenth) day of the calendar month. If inaccuracies are found in the VAT invoice submitted by the Contractor, the Customer shall be obliged to notify the Contractor within 3 (three) business days to the Contractor's email address specified in the Special Part. The Customer shall be obliged to pay the fee of the Services provided in accordance with the procedure and terms set in this Agreement and make other payments provided for in this Agreement, the amount of which the Customer shall know or can calculate, regardless of whether the Contractor has delayed or failed to submit the relevant VAT invoice.

3.6. The Customer shall be obliged to pay the Contractor the Service Fee for the Services provided under the Agreement in the previous month no later than the 20th (twentieth) day of each calendar month.

#### **IV. LIABILITY OF THE PARTIES**

4.1. The Contractor shall be liable for failure to execute or unduly execution of its obligations regarding provision of the services specified herein according to the procedure and to the extent specified on the website <https://unisend.lv/>.

4.2. The Contractor shall not compensate for indirect losses and lost income.

4.3. The Customer shall compensate the Contractor for all losses due to the Customer's failure to execute or unduly execution of the Customer's obligations provided herein.

4.4. If the Customer fails to pay the Service Fee and/or other due amounts under this Agreement within the terms specified herein or fails to repay paid erroneous compensations within the term specified in this Agreement (if no term is specified, within the term set by the Contractor), the Customer shall pay the Contractor a late payment interest of 0.05% (five hundredths of a percent) of the amount of late payment for each day of delay. In the event of debt recovery, debt recovery costs shall apply.

4.5. If the Customer violates provisions of Clause 2.3.2 of the General Part (obligation not to send prohibited items), regardless of time of finding the violation (during delivery of the postal consignment or at any time after delivery) the Customer shall compensate the Contractor for all losses including fines imposed for prohibited items found in the postal consignment within 3 (three) business days in accordance with an invoice

submitted by the Contractor; The Customer will not be reimbursed for transportation costs.

4.6. If the Customer violates provisions of Clause 8.3 of the General Part, then for each violation established (if the Customer declares in any way that he/she may resell the Contractor's services and/or intends to resell the Contractor's services, or in any way indicates that he/she may act as an intermediary for the Contractor in providing the services to third parties, for each such declaration and/or intention or instruction, and if the Customer submits postal consignments of third party for sending and/or delivery - for each submission of a postal consignment of third party) the Customer shall pay the Contractor a contractual penalty of 150 (one hundred and fifty) euros in accordance with Section 1716, Paragraph two of the Civil Law. The Parties shall expressly confirm and agree that the contractual penalty specified in this clause of the General Part shall be reasonable and appropriate to extent of the violation and that this amount shall be reasonable and corresponding to minimum losses caused by the Customer to the Contractor.

4.7. In all cases, the Customer who has violated the Agreement shall be obliged to pay the late payment interest and/or contractual penalty provided in the Agreement no later than the deadline specified in a claim of the Contractor, or if the Contractor has not specified this deadline, within 3 (three) business days from the date of receipt of a claim of the Contractor. 4.8. If the Customer fails to pay the Contractor the amount specified in the Agreement and/or other agreements concluded with the Contractor (the Service Fees, late payment interest, contractual penalties, etc.) or fails to execute any of his/her other obligations, the Contractor shall be entitled to suspend provision of the Services specified in this Agreement by sending a relevant notice to the Customer. Provision of the Services specified herein to the Customer shall resume after full settlement with the Contractor or after duly execution of obligations, in certain cases by providing additional security for execution of obligations. If the Customer makes a violation provided in this clause of the General Part, the Contractor shall be entitled to terminate the Agreement in accordance with the procedure set in the Agreement, without first exercising the

right to suspend provision of the Services specified herein.

4.9. If the Customer fails to comply with the specified requirements regarding preparation and submission of postal consignments, the Contractor shall be entitled to apply a contractual penalty in the amount of shipping price for each unduly prepared and/or submitted postal consignment.

4.10. The Parties shall agree that in the case of non-execution or unduly execution of obligations set in Clause 2.1.6 and 2.3.9 of the General Part (notification of changes in details), execution of the obligations specified in the Agreement shall be deemed to have been duly executed by using the last known details of the other Party.

4.11. The Contractor shall not be liable if it has sent information to the Customer to the addresses specified in the Agreement and/or in another manner specified in the Agreement, and the Customer has not received this information or it has been delayed due to circumstances beyond control of the Contractor.

4.12. If data specified in the information provided by the Customer does not comply with actual data (number of consignments, weight, dimensions), regardless of time of finding non-compliance (during submission of postal consignments or at any time after delivery), the Contractor shall be entitled to unilaterally correct the information submitted - it shall be deemed that the Customer has transferred and the Contractor has accepted the postal consignment with correct data, unless the Customer can prove otherwise - and determine a fee for the Services provided to the Customer based on this data.

4.13. The Customer shall be fully liable for security and confidentiality of self-service login data stored by the Customer and for all actions taken using the self-service login data.

## **V. FORCE MAJEURE CIRCUMSTANCES**

5.1. The Party shall be exempt from liability for non-execution of the Agreement if the reason for non-execution is force majeure. In order to recognize occurrence of force majeure circumstances, four elements must exist: (i) it is an event that cannot be avoided and consequences of which cannot be overcome; (ii) a reasonable person could not foresee the event at the time of conclusion of the Agreement; (iii) an event was not caused by conduct of the Party or a person

under the control of that Party; (iv) an event not only makes execution of obligations more difficult, but also makes it impossible.

5.2. Unavailability of the products required for execution of obligations on the market, unavailability of financial assets required for the Party of the Agreement, insufficient finances or default by the debtor's partners shall not be deemed force majeure circumstances. If execution of obligations is only made difficult, but there are no objective obstacles that would make execution of obligations completely impossible, force majeure may not be used as a justification for default. 5.3. The Party requesting exemption from liability shall be obliged to notify in writing of force majeure circumstances immediately after the Party has become aware of the obstacle, however, no later than 5 (five)



business days after occurrence of these circumstances or their existence is established, and expected deadline for execution of the obligations must be notified. The basis for exemption of the Party from liability shall arise from occurrence of force majeure circumstances.

5.4. During the period of force majeure, the Parties shall be exempted from liability for default or unduly execution of contractual obligations, and deadline for execution of obligations shall be extended. If effect of force majeure is temporary, default shall be justified only for the time during which force majeure prevented execution of obligations.

5.5. If force majeure circumstances last for more than 2 (two) months, each Party shall be entitled to unilaterally terminate the Agreement by notifying the other Party in writing 5 (five) days in advance. Upon termination of the Agreement due to this reason, the Parties shall be obliged to make their mutual settlements and fulfil other obligations specified herein no later than 3 (three) business days after the date of termination of the Agreement.

## **VI. VALIDITY AND TERMINATION OF THE AGREEMENT**

6.1. The Agreement shall enter into force on the date provided in Clause 3.1 of the Special Part and shall remain in force for an indefinite period.

6.2. After the entry into force of this Agreement, any agreement concluded between the Customer and the Contractor before the effective date of this Agreement, or any part of such agreement regarding provision of the Services shall be deemed void.

6.3. The Agreement shall be terminated:

6.3.1. With a written agreement of the Parties:

6.3.2. At the initiative of one Party extrajudicially by notifying the other Party in writing not later than 30 (thirty) calendar days in advance;

6.3.3. At the initiative of one Party extrajudicially, if the other Party unduly executes or not its obligations under this Agreement by notifying the Party at fault in writing not later than 14 (fourteen) calendar days in advance.

6.4. The Contractor shall be entitled to unilaterally suspend provision of the Services specified in the Agreement or terminate the Agreement by notifying the other Party in writing

no later than 2 (two) business days in advance, if the Customer violates provisions of Clause 8.3 of the General Part. The Parties shall expressly agree that a violation of provisions of Clause 8.3 of the General Part shall constitute a material breach of the Agreement.

6.5. The Contractor shall be entitled to unilaterally suspend provision of the Services specified in the Agreement or terminate the Agreement by notifying the Customer in writing no later than 2 (two) business days in advance, if the Customer is subject to liquidation, legal remedy or insolvency proceedings, or the Contractor has become aware of other circumstances that give sufficient reason to believe that the Customer is insolvent, or the Contractor suspects that actions and/or omission of the Customer or its related persons cause or may cause a reputational risk for the Contractor and/or its related persons, or the Contractor suspects that the Customer and/or its related parties are involved in money laundering and financing of terrorism and proliferation.

6.1. The Parties shall agree that if provision of the Services specified herein is suspended for more than 14 (fourteen) calendar days for the reasons set in Clause 4.8 of the General Part, the Contractor shall be entitled to unilaterally terminate the Agreement extrajudicially without a separate notice to the Customer.

6.2. The Agreement shall be terminated without further notice to the other Party (i.e. it shall terminate automatically) if the Customer does not use the Services of the Contractor for more than 12 (twelve) consecutive months during the term of the Agreement.

## **VII. PROSESSING OF PERSONAL DATA**

7.1. The Parties shall agree that after transferring information required for provision of postal services to the Contractor, the Contractor shall become an independent controller of personal data required for provision of postal services, and the Customer shall remain the controller of personal data or other information, if any, specified in the postal consignments in all cases.

7.2. During the term of the Agreement, the Customer shall provide the Contractor with personal data of the parties involved in the correspondence (name, surname, address and in some cases, place of work, position, phone

number, e-mail address, etc.) (hereinafter - the Data). In this case, amount of the Data transferred shall be set by the Customer.

7.3. The Customer shall confirm that the Data has been collected and processed, including transferred to the Contractor, legally, and that the Data Subject whose Data is transferred to the Operator has been duly and timely notified about the processing of his/her Data, including transfer to the Contractor, and, where applicable, he/she has been provided with all the mandatory information required by the General Data Protection Regulation (EU) 2016/679.

7.4. The Customer shall be liable for accuracy, completeness and correctness of the Data transferred to the Contractor. The Customer

shall be aware that when transferring the Data to the Contractor the Customer shall be the Data Controller and therefore shall be responsible also for selection of an appropriate Data transfer method and technical, organizational and other security measures applied during transfer of the Data to the Contractor.

7.5. After transfer of the Data, the Parties while acting as independent Data Controllers shall agree to cooperate and, if objectively required, provide mutual assistance upon requests or questions from the Data Subjects and/or authorities regarding the Data.

7.6. The Parties shall acknowledge and confirm that while acting as two separate Data Controllers they shall be individually liable for duly processing of the Data in accordance with effective personal data protection laws.

## **VIII. FINAL PROVISIONS**

8.1. The terms of the Agreement, as well as any information disclosed by one Party to the other Party before entry into force of the Agreement, including information about execution of the Agreement that is not publicly available information, should be considered confidential during the term of the Agreement and after its termination, and it may not be publicly disclosed without a written consent of the other Party, except in cases specified in laws of the Republic of Lithuania or the Republic of Latvia.

8.2. The Customer shall undertake not to transfer and/or delegate (assign) rights and/or obligations related to this Agreement without a prior written consent of the Contractor.

8.3. The Parties shall expressly agree that this Agreement shall not be construed as a subcontract or agency agreement. The Customer shall purchase the Services specified herein for his/her business needs in accordance with the terms of the Agreement, i.e. for sending and/or delivery of postal consignments of the Customer to recipient of the postal consignments. Purchase of the Services with intention of reselling them to third parties shall be prohibited.

8.4. When signing this Agreement, the Customer shall agree that the Contractor or its designated person may contact the Customer by mail, telephone or e-mail to inform about the services and goods provided and/or intended to be

provided by the Contractor and/or its subsidiary, to get the Customer's opinion about the services and goods and to announce news and advertising. When signing this Agreement, the Customer shall agree that the contact details provided expressly (company name or first and last name, address, phone number, e-mail address) may be used (via electronic communication services) and/or processed for direct marketing purposes. The Customer shall be entitled to prohibit their use and/or processing for the aforementioned purpose by notifying the Contractor in writing.

8.5. All notices and other correspondence between the Parties provided in this Agreement shall be made in writing, except when specific provisions of the Agreement allow its provision in another manner, and it shall be deemed to have been duly delivered if it is delivered in person or by registered mail to the addresses specified herein, or sent through the Contractor's self-service system, or sent to the e-mail addresses specified herein. If the Parties expressly agree in the Agreement on a specific manner of providing information, the information shall be deemed to be duly provided if provided in that manner.

8.6. All amendments and supplements to the Agreement shall be made in writing and signed by both Parties, except in cases expressly provided in this Agreement.

8.7. The annexes referred to in Clause 5.1 of the Special Part shall be an integral part of the Agreement. According to provisions of this Agreement, documents used, as well as the specifications of postal consignments and the relevant conditions related to provision of the Services that the Parties must comply with when executing the Agreement shall be published on the website <https://unisend.lv/>. The Parties shall agree that when executing the terms of this Agreement, the Parties shall be obliged to comply with updated versions of the documents published in this manner, regardless of whether the Customer is separately notified of these amendments to the documents.

8.8. The Agreement shall be concluded, executed and interpreted in accordance with laws of the Republic of Latvia. All disputes or other disagreements arising from the Agreement shall be resolved by the Parties in an amicable way. If the Parties fail to resolve a dispute or other disagreement arising from the Agreement in an

amicable way, they shall be referred to the court of the Republic of Latvia at the address of the Contractor's head office in accordance with laws of the Republic of Latvia.

8.9. The Parties shall confirm that they are duly incorporated and legally operate in accordance with legal requirements of the country of their legal address and that conclusion and execution of the Agreement does not violate international sanctions implemented in the Republic of Latvia. The representatives of the Parties signing this Agreement shall be duly authorized to sign this Agreement. The Parties shall confirm that any form of corruption shall not be acceptable.

8.10. The Parties shall agree that the Agreement may be signed with a secure electronic signature containing a time stamp or a physical signature of the representatives of the Parties.