**Commitment of the Participant's Representatives**

**and the Participant Guarantee Agreement No. 00**

Rīga, \_\_ \_\_\_\_\_\_\_\_\_\_ 2020

The Limited Liability Company BT 1, unified registration No. 40003241394, hereinafter referred to as the Company, represented under the Articles of Association by its Chairman of the Board Viesturs Tīle, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ registered in the Republic of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unified registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with the registered office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Participant, represented under the Articles of Association by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ passport details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, address of residence \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Representative 1, and,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ passport details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, address of residence \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Representative 2,

jointly and individually respectively referred to as the Parties and Party, taking into account that:

1. The Company and the Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_have concluded the Contract-Application for participation of the Participant in the exhibition \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Exhibition, held by the Company;
2. The Participant has planned to organise its participation in the Exhibition with the Representative 1 and Representative 2 being present at the Exhibition venue;
3. The Representative 1 and Representative 2 have met the content of the Application and all its annexes, agree and undertake to ensure the Participant's participation in the Exhibition, subject to its provisions;
4. The Participant, Representative 1 and Representative 2 are aware that their country of residence is the area affected by the pandemic COVID-19, from which, when entering the territory of Latvia, the requirements of the regulatory enactments in force in the Republic of Latvia regarding compliance with the epidemiological regulations are to be observed;
5. by organizing the Exhibition, including providing the Participant with an opportunity to participate in the Exhibition, the Company undertakes a commitment towards the Republic of Latvia;

enter into this *Commitment of the Participant's Representatives and the Participant Guarantee Agreement*, hereinafter referred to as the Agreement, on the following:

1. The organiser undertakes to process personal data of the Representative 1 and Representative 2 in order to comply with the requirements of the regulatory enactments in force in the Republic of Latvia at the time of signing of this Agreement, to prepare a relevant certification for the Investment and Development Agency of Latvia in order to receive an entry permit for the Representative 1 and Representative 2, however, at the same time, does not assume responsibility for receiving the specified permit;
2. The fee for the fulfilment of the obligations referred to in Paragraph 1 of the Agreement is included in the payments in connection with the Application;
3. The Representative 1 and Representative 2 confirm the following:
	1. The Representative 1 and Representative 2 shall not show signs of acute respiratory infection when entering the territory of the Republic of Latvia;
	2. The Representative 1 and Representative 2 shall not have an approved COVID-19 infection attested by laboratory testing carried out in the country of residence not earlier than 3 days before arrival in the territory of the Republic of Latvia;
	3. The Representative 1 and Representative 2 shall get tested for COVID-19 immediately upon arrival in Latvia (testing can be done in the laboratory next to the Exhibition venue, receiving the test results within 24 hours, test price ‒ EUR 59) and shall undergo a repeated laboratory testing for the diagnostics of COVID-19, if they stay in Latvia for more than 5 days;
	4. While the Representative 1 and Representative 2 have not received the results of the first laboratory testing for the diagnostics of COVID-19 or, if tested positive for COVID-19, they shall be subject to the requirements for self-isolation, which are – *they shall stay at the place of residence or another place of stay, not to subject other persons to the risk of infection by reducing direct contact with other persons (not welcome guests, not go on private visits, not go to work, not go to social and public spaces and premises where many persons are present except* *for a visit to a shop and getting to the place of residence or another place of stay immediately after arrival in Latvia, using mouth and nose cover); observe their health condition for 14 days and measure the body temperature twice a day (in the morning and in the evening) and inform the general practitioner if any signs of an acute respiratory disease (cough, increased body temperature (fever), shortness of breath) appear)* without any exceptions;
	5. immediately upon receipt of the results of laboratory testing for COVID-19 carried out in the country of residence and in Latvia, Representative 1 and Representative 2 shall transfer them in an encrypted form to the Company - \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ and shall send the encryption key in the form of SMS to the phone number 00371 \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_. The processing of personal data of this specific category is based on Article 9(2)(i) of the General Data Protection Regulation of 27 April 2016;
	6. The Representative 1 and Representative 2 shall be subject to the requirements for self-isolation (in a hotel, apartment or other) for the entire duration of their stay in the territory of the Republic of Latvia until day 14 (even if tested negative for COVID-19), except for the period of time for ensuring the Participant's participation in the Exhibition (including the period of setting up and dismantling the Exhibition);
	7. While at the Exhibition, the Representative 1 and Representative 2 shall comply with the same rules as are mandatory for all other residents of the Republic of Latvia, including but not only – physical distancing, hygiene and observing their health condition;
	8. As an additional measure, the Representative 1 and Representative 2 shall use visors during the performance of work duties at the Exhibition (can be purchased separately from the Company for the price of EUR 00.00) and face masks in the transport provided by the Company;
	9. The Representative 1 and Representative 2 shall pay the costs of transport from the airport, terminal, ferry terminal or railway station to the hotel and exhibition centre, as well as the transfer between these sites (Representative 1 and Representative 2 are banned from using public transportation);
	10. For the entire period of stay in the Republic of Latvia, the Representative 1 and Representative 2 shall have a valid insurance policy that also covers medical treatment and accommodation expenditures in case of COVID-19 infection. Policies to be submitted to the Company before arrival in the Republic of Latvia.
	11. In case of confirmed COVID-19 infection, all medical treatment, accommodation and transportation related expenditures of the Representative 1 and Representative 2 shall be covered by the Representative 1 and Representative 2 themselves;
	12. The Representative 1 and Representative 2 shall be aware that, according to Latvian legislation, in the event of failure to comply with the requirements for self-isolation, the administrative penalty imposed may be up to EUR 2000.
4. The Participant shall assume personal liability towards the Company to be responsible (irrevocably guarantee within the meaning of Articles 1692‒1715 of the Civil Law of the Republic of Latvia) for any potential obligations of Representative 1 and Representative 2 that might arise if the Representative 1 or the Representative 2 infringed the provisions of Paragraph 3 of this Agreement;
5. The guarantee provided for in Paragraph 4 of this Agreement shall also apply to any possible amendments and supplements to the Agreement;
6. The Participant hereby grants the Company the right to initiate the recovery of possible debts (including, but not limited to, all types of losses) of the Representative 1 and Representative 2, in case the latter fail to comply with their obligations specified in Paragraph 3 of this Agreement;
7. The commencement of recovery against the Participant shall not relieve neither Representative 1 nor Representative 2 of their obligations towards the Company until the total amount of debt by the Representative 1 or Representative 2 will have been settled pursuant to the Agreement;
8. The Representative 1 and Representative 2 shall be aware and, in order to ensure implementation of this Agreement, shall entrust to the Company processing of their personal data, including the transfer to third parties for any need, which may affect the implementation of this Agreement;
9. The Organizer shall have the right to terminate this Agreement unilaterally at any time, if the Representative 1 or Representative 2 has infringed the provisions of Paragraph 3 of this Agreement;
10. Any amendments and additions to this Agreement shall be made in writing and signed by the Parties and shall become an integral part thereof.
11. The Parties agree that they will seek to resolve any disputes between them through negotiation, but if any dispute, disagreement or claim arising out of or in connection with this Agreement, whether breached, terminated or invalidated, fails to do so, at the option of the plaintiff, either in the court of the Republic of Latvia according to the location of the Company or in the United Arbitration Court of Latvia, Riga, in accordance with the rules of procedure of this arbitration court consisting of one arbitrator in Latvian. The legislation of the Republic of Latvia shall be used for the interpretation of the provisions of this Agreement, fulfilment of obligations and resolution of disputes.
12. The Agreement shall enter into force upon signing and shall remain in force until the obligations of the Participant or Representative 1 and Representative 2 are completely fulfilled.

|  |  |  |
| --- | --- | --- |
| The Company:SIA BT 1Ķīpsalas iela 8, Rīga, LV-1048VAT code LV40003241394AS SwedbankS.W.I.F.T. code HABA LV22LV23HABA0001408034350 | The Participant :  | The Representative 1: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ V. Tīle | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| The Representative 2: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |