

GENERAL TERMS AND CONDITIONS

Price inquiry organized by the State Revenue Service (hereinafter referred to as the SRS) regarding "Sale of state-owned property - SIA "BIOFERTIL BALTIA" capital shares"

A legal or natural person (hereinafter referred to as the Person) may apply for the entire set of the Property listed in Clause 1 of the General Terms and Conditions "Property and its quantity."

1. PROPERTY AND ITS QUANTITY

Pos. No.	Documents	Quantity
1.	SIA "BIOFERTIL BALTIA" (hereinafter referred to as the Company), reg. No. 40103911602, capital shares numbered from 1 to 90 (liquidated "Trans Invest", SIA, reg. No. 40103717548, property).	90 capital shares, or 30% of the total number of shares, nominal value - EUR 10.00, therefore the offered price for the total of 90 shares cannot be less than EUR 900.00.

2. CONTACT PERSON

Personal questions or additional information can be requested no later than one (1) business day before the deadline for submitting bids, by sending questions to the email address: VPM.lietvediba@vid.gov.lv. Answers to questions will be provided to the person via email.

3. CONDITIONS FOR THE SUBMISSION OF BIDS

- 3.1.** The deadline for submitting a bid is through 16 June 2025.
- 3.2.** The bid must be submitted on the SRS website at the relevant price inquiry, in the "Submit a bid" section.
- 3.3.** Every working day until 2 p.m., until the last working day of the bid submission deadline, the bids submitted the previous day are collected and published in an anonymized form on the SRS website next to the relevant announcement, so that Persons can outbid the price offers by submitting a new price offer.
- 3.4.** Price offers submitted outside the procedures and deadlines set in Sub-clauses 3.1. and 3.2. of the General Regulations will not be considered.
- 3.5.** If more than one price offer from one Person is submitted in the price inquiry, the Commission will accept the last submitted price for evaluation.
- 3.6.** If the price offered by the person is lower than the price specified in Clause 1 "Property and its quantity" of the General Terms and Conditions, the offered price will not be evaluated and the person will be excluded from participation in the price inquiry.

4. ESSENTIAL TERMS OF THE AGREEMENT

According to Section 189, Paragraph one of the Commercial Law, the members of the Company have the right of first refusal.

5. CONDITIONS FOR ALLOCATION OF PROPERTY ACQUISITION RIGHTS

- 5.1.** In order to carry out the verifications specified in Clause 5 of the General Terms and Conditions, as well as to prepare the agreement, the Commission will ask the person who would apparently be recognized as the winner to submit within one (1) working day:
 - 5.1.1.** for a natural person - their personal code, or if there is none, the identification number;
 - 5.1.2.** for a natural/legal person registered outside the Republic of Latvia - the assigned tax payer number, if such exists.
- 5.2.** The right to purchase the Property will be granted to the person who, by the date indicated in Sub-clause 3.1 of the General Terms and Conditions, has offered the highest price, and who is not subject to the exclusion conditions set out in Sub-clauses 5.3 and 5.4 of the General Terms and Conditions.
- 5.3.** The person does not have any tax (fee) debt administered by the SRS that exceeds EUR 150.00 on the date specified in Sub-clause 3.1 of the General Terms and Conditions.
- 5.4.** The person must not be declared bankrupt by court decision on the date specified in Sub-clause 3.1 of the General Terms and Conditions.

- 5.5.** The Commission shall obtain the information specified in Sub-clause 5.3 of the General Terms and Conditions from the publicly available database on the SRS website.
- 5.6.** The information specified in Sub-clause 5.4 of the General Terms and Conditions shall be obtained by the Commission from the Bankruptcies Register maintained by the Enterprise Register of the Republic of Latvia.
- 5.7.** On the date indicated in Sub-clause 3.1 of the General Terms and Conditions, and before the conclusion of the agreement, the Commission shall conduct a sanction risk mitigation check based on the information available in the SIA "Lursoft IT" database at the website <https://sankcijas.lursoft.lv> about the person (including the person exercising the right of first refusal). The sanction risk mitigation check regarding legal entities shall be carried out for applicants, their board or council members, beneficial owners, authorized representatives or proxies, or individuals authorized to represent the applicant in actions related to a branch, or members of a partnership, their board or council members, beneficial owners, authorized representatives or proxies, if the applicant is a partnership (information about the mentioned individuals concerning a legal entity registered in the Republic of Latvia shall be obtained by the Commission from the public registry of the Enterprise Register).
- 5.8.** The Commission will contact only the person who is recognized as the winner of the price inquiry after evaluating the price inquiry results, and information about the decision made will be published on the SRS website in a notice about the price inquiry.
- 5.9.** In order to ensure the sale of the assets, the individual certifies that he/she agrees to the processing of personal data for the purpose of checking outstanding taxes (fees) administered by the SRS, bankruptcy proceedings, sanctions, and the payment made. The personal data indicated in the offer will be processed and used for the purpose stated. Controller of personal data: State Revenue Service, reg. No. 90000069281, Talejas iela 1, Riga, LV-1919, phone +371 67122660, e-mail: vid@vid.gov.lv. Additional information on the processing of personal data by the SRS can be obtained on the SRS website (<https://www.vid.gov.lv/lv/personas-datu-apstrade-vid>).
- 5.10.** After the conclusion of the agreement with the person specified in Sub-clause 5.2 of the General Terms and Conditions, based on the provisions of Section 189, Paragraph two of the Commercial Law: "Regarding the sale of shares, the seller or acquirer of the shares shall notify each participant and the board, attaching the signed purchase agreement or its duly certified copy to the notification. If the notification is sent by the share acquirer, it must also be simultaneously sent to the share seller. The notification shall be sent to the participant at the communication address specified in the participants' register". The Commission shall send the notification and the concluded agreement to the Company's participants and board, and offer the Company's participants the right of first refusal.
- 5.11.** The agreement with the person specified in Sub-clause 5.2 of the General Terms and Conditions shall be concluded on the condition that if the shareholders of the Company decide to exercise their right of first refusal, the agreement with the person specified in Sub-clause 5.2 of the General Terms and Conditions shall be terminated, and a new agreement shall be concluded with the shareholder(s) of the Company.
- 5.12.** The term for the exercise of the right of first refusal by a member of the Company shall be one month, from the day the notice of the sale of the share is sent to all members of the Company and the board. A member of the Company may decline in writing to exercise the right of first refusal before the end of the specified period.
- 5.13.** In the event that the person specified in Sub-clause 5.2 of the General Terms and Conditions does not make the payment, the agreement with them is terminated and the right to conclude the agreement is granted to the next person who has submitted an offer with the next highest price. If the prices are the same, then the right to conclude the agreement is granted to the person who submitted the offer earlier.

AGREEMENT ON THE SALE OF STATE-OWNED PROPERTY - SIA "BIOFERTIL BALTIA" CAPITAL SHARES

Riga

The date of the document is the time of its
electronic signature

State Revenue Service, registration No. 90000069281, 1 Talejas St., Riga, represented by _____, acting under _____, (hereinafter referred to as the SERVICE), on the one hand, and

_____, registration No. _____, Address: _____, represented by _____ name and surname of the individual/name of the legal person (hereinafter referred to as the ACQUIRER), on the other hand, hereinafter collectively referred to as the Parties, conclude the following agreement (hereinafter referred to as the Agreement):

1. SUBJECT OF THE AGREEMENT

The SERVICE shall sell to the ACQUIRER:

Pos. No.	Documents	Quantity
1.	SIA "BIOFERTIL BALTIA" (hereinafter referred to as the Company), reg. No. 40103911602, capital shares numbered from 1 to 90 (liquidated "Trans Invest", SIA, reg. No. 40103717548, property).	90 capital shares, or 30% of the total number of shares, nominal value - EUR 10.00, therefore the offered price for the total of 90 shares cannot be less than EUR 900.00.

(hereinafter referred to as the Property) in accordance with the terms of the Agreement.

2. AGREEMENT PRICE AND PAYMENT PROCEDURE

2.1. The total amount of the Agreement is ____ EUR (_____ euros and ____ cents). The purchase value

of the Property is not subject to value added tax, according to Section 3, Paragraph eight of the Value Added Tax Law.

2.2. After the mutual signing of the Agreement and after receiving a notification from the authorized person of the SERVICE about the Company's member's refusal to exercise the right of first refusal, the ACQUIRER shall make the payment of the amount specified in Sub-clause 2.1 of the Agreement in the amount of 100% (one hundred percent) to the state budget account within ten (10) working days:

The Treasury, registration No.90000010008,
code TRELLV22,
account No. LV42TREL1060001219010.

2.3. Within ten (10) working days after the fulfillment of the conditions mentioned in Sub-clause 2.2 of the Agreement, the ACQUIRER shall receive a letter regarding the fulfillment of the conditions of the Agreement on the sale of state-owned property (hereinafter referred to as the Letter). The Letter shall be signed by the Chair of the Commission, and in their absence - by the Vice Chair or the Commission member appointed by the Chair.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. By signing the Agreement, the ACQUIRER certifies that its handling of the acquired Property will comply with the requirements of the binding statutory acts in force in the Republic of Latvia, including

that the ACQUIRER ensures the activities stipulated by the regulations within three (3) working days from the date of receipt of the Letter in order to make changes in the Company Register of the Republic of Latvia. The SERVICE does not cover expenses related to the registration of changes in the Register of Enterprises of the Republic of Latvia.

- 3.2. The property rights to the Property shall be transferred to the ACQUIRER at the moment when the amount specified in Sub-clause 2.1 of the Agreement is received in the state budget account indicated in Sub-clause 2.2 of the Agreement, and after the receipt of the Letter in the manner specified in Sub-clause 2.3.
- 3.3. The Parties commit to providing each other with the information necessary for the timely and high-quality performance of the Agreement.

4. LIABILITY OF THE PARTIES

The Parties undertake to compensate the other Party for losses incurred as a result of the Party's unlawful actions (actions or omissions) caused by malicious intent or gross negligence, and the fact of the loss and the amount of the loss, as well as the causal link between the unlawful act (action or omission) and the loss caused, have been established and proven by documentary evidence.

5. AGREEMENT CONFIDENTIALITY AND PERSONAL DATA PROTECTION

Information contained in this Agreement and made known to the Parties in accordance with the performance of this Agreement is considered confidential and may not be disclosed to third parties, except in cases stipulated by legal regulations.

6. FORCE MAJEURE

The Parties shall be released from liability for full or partial non-performance of the Agreement if the performance of obligations is not possible due to the occurrence of force majeure circumstances. In the Agreement, the event is recognized as force majeure, if it is unavoidable and its consequences cannot be overcome; it could not have been foreseen at the time of the conclusion of the Agreement; it is not the result of an error or action on the part of the Party or a person under the Party's control; and it makes the fulfillment of obligations not only onerous but also impossible.

7. AGREEMENT TERM AND TERMINATION CONDITIONS

- 7.1. The Agreement shall enter into force on the date of the last affixed secure electronic signature and its time stamp and shall remain in force until the Parties' obligations have been fulfilled in full.
- 7.2. The Agreement is concluded for the purpose of a one-time transaction.
- 7.3. The Service shall unilaterally terminate the Agreement by notifying the other Party in writing 3 (three) working days in advance to the email address of the Party specified in the Agreement, if a member of the Company decides to exercise the right of first refusal, and the Agreement for the sale of the Company's shares is concluded and executed with the member of the Company.
- 7.4. If the Acquirers or one of the Acquirers fails to fulfill the obligations specified in Sub-clause 2.2 of the Agreement (fails to make the payment specified in Sub-clause 2.2 of the Agreement), the Agreement shall become void on the third business day after the expiration of the term specified in Sub-clause 2.2 of the Agreement, for which the SERVICE'S authorized person indicated in Sub-clause 8.3.1 of the Agreement shall send a notification to the Acquirers via email.

8. FINAL PROVISIONS

- 8.1. The Parties shall agree in writing on the amendments to the Agreement. Written agreements shall be annexed to the Agreement and shall become an integral part thereof.
- 8.2. Disputes that may arise as a result of the performance of this Agreement shall be resolved by the Parties through mutual negotiations. If no agreement is reached, the dispute will be settled in court in accordance with the laws and regulations of the Republic of Latvia.
- 8.3. The Parties agree that the issues related to fulfilment of the Agreement shall be settled by the following authorized persons of the Parties:
 - 8.3.1. on behalf of the SERVICE: Senior Specialist of the Procurement and State-Owned Assets Division of the State Revenue Service Financial Department, Inguna Rubine (*Ingūna Rubīne*), e-mail: inguna.rubine@vid.gov.lv, phone: +371 67120210, and the Chief Lawyer of the Financial Department Contract Division _____ (e-mail: _____, tel.: _____);
 - 8.3.2. on behalf of the Acquirer: _____ (e-mail: _____, tel.: _____).

- 8.4.** In correspondence (including claims) between the SERVICE and the Acquirer (their authorized persons specified in Sub-clause 8.3 of the Agreement) related to the performance of the Agreement, the Parties shall use email. The email message is binding on the Parties only if the message is sent from the email addresses specified in Sub-clause 8.3 of the Agreement or in the details field. When replying electronically to the other Party's e-mail, the "*FORWARD*" option shall be used, saving the received original text in the reply.
- 8.5.** The authorized persons of the SERVICE are not authorized to make amendments to the Agreement and its Annex.
- 8.6.** The Agreement is drawn in the form of an electronic document in Latvian and signed with a secure electronic signature.

9. DETAILS AND SIGNATURES OF THE PARTIES

SERVICE:

State Revenue Service

Registration No.: 90000069281

1 Talejas St., Riga, LV-1978

Phone: +371 67120000

E-mail: vid@vid.gov.lv

e-mail address: Active

ACQUIRER:

General Director _____
(*signature)

(*signature)

**DOCUMENT IS ELECTRONICALLY SIGNED
WITH SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP*