

# Agreement

Between

Baltic Hub Container Terminal sp. z o.o.

(**“BHCT”**)

and

[●insert consultant name]

CONTRACT NO: XXXXXX

## Agreement

This **Agreement** dated \_\_\_\_\_ is agreed between:

- (i) **Baltic Hub Container Terminal sp. z o.o. ("BHCT")** with registered office at Kontenerowa 7, 80-601 Gdansk, Polska and enterprise number [●insert company registration/reference number] (hereinafter called "**the Employer**") on the one hand and
- (ii) [●insert Consultant Name], with registered office at [●insert Consultant's address] and enterprise number [●insert number] (hereinafter called the **Consultant, Engineer**") on the other hand.

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

WHEREAS,

- (A) the Employer 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 Employer;
- (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 and Particular 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 Employer / 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 (Addendum 2); and
  - (b) the Appendices, namely:
    - Appendix 1: Scope of Services

Appendix 2: Facilities and Equipment

Appendix 3: Remuneration and Payment

Appendix 4: Time Schedule for Services

Appendix 5: NDA

Appendix 6: Formal Annexes

- 3 In consideration of the payments to be made by the Employer to the Consultant under this Agreement, the Consultant hereby agrees with the Employer:
- (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 Employer.
- 4 The Employer 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 EMPLOYER**

**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