

THE NATURAL GAS EXCHANGE PARTICIPANT'S CONTRACT No _____

__ __ 20__

Vilnius

We,

UAB GET Baltic (hereinafter – „**the Operator**“) represented by the Chief Executive Officer _____, who is acting in accordance with the Bylaws,

and

_____ (hereinafter referred to as „**the Participant**“) represented by _____, who is acting in accordance with _____,

hereinafter both parties shall be referred to as “**the Parties**”, and each party individually – as “**the Party**”,

taking into consideration that on __-__-20__ the Operator, in accordance with the provisions of the UAB GET Baltic Regulation on Trading on the Natural Gas Exchange (hereinafter – „**the Regulation**“) and the documents submitted by the Participant, has adopted Decision No __ on granting the status of the participant of the UAB GET Baltic natural gas exchange (hereinafter – „**the Exchange**“), have entered into this Natural Gas Exchange Participant's Contract (hereinafter referred to as “**the Contract**”) as follows:

1. SUBJECT MATTER OF THE CONTRACT

1.1. To grant an access to the Exchange electronic trading system (hereinafter – “**the ETS**”) operated by the Operator and intended for the execution of actions on the Exchange, to establish the procedure for the issuance of identification data to the Participant, and other Participant's rights and duties not specified in the Regulation.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. THE PARTICIPANT'S RIGHTS AND DUTIES:

2.1.1. The Participant shall have the right to submit orders in Lithuania, Latvia, and Estonia in accordance with the procedure prescribed by the Regulation.

2.1.2. The Participant shall have the right to trade in all products that are offered for purchase on the Exchange, except products that are traded in specific trading areas only. The said products may be only traded in specific trading areas.

2.1.3. The Participant shall assume an obligation to duly and promptly settle accounts for the services provided in accordance with the procedure prescribed by the Regulation.

2.1.4. The Participant shall guarantee that the data indicated in Annex 1 *The Request for granting the status of the participant* is true throughout the period of validity of the Contract and shall immediately notify to the Operator any

amendments by delivering a form on amendments which is presented on the Operator's website www.getbaltic.com.

2.1.5. The Participant and the Representative authorized by it shall follow the Regulation and the legal acts of the European Union (hereinafter – “**the EU**”) and the Republic of Lithuania (hereinafter – “**the RL**”) regulating operation on a natural gas exchange and, during operation on the Exchange, shall not abuse the rights granted and shall immediately notify to the Operator if it finds that other Participant commits illegal actions;

2.1.6. The Participant shall keep identification data secret and shall not disclose it to third parties. If identification data is lost, the Participant shall immediately notify this to the Operator.

2.1.7. While using the ETS, the Participant shall not execute any actions that may disturb the proper operation of the ETS and (or) infringe the rights of other participants.

2.1.8. Upon receiving identification data, the Participant shall replace the password assigned to it by a password that is in the possession of the Participant only;

2.1.9. While entering into this Contract, the Participant shall declare that it has read the Regulation and clearly understood the provisions thereof and shall assume the obligation to follow the aforementioned provisions.

2.1.10. The Participant shall provide itself with hardware, software, and an access to the internet required to be connected to the ETS.

2.2. THE OPERATOR'S RIGHTS AND DUTIES:

2.2.1. The Operator shall arrange for trading on the Exchange so that safe trading on the Exchange and the authenticity and confidentiality of the Participant would be secured. On the date of granting of the status of the Participant, which means not later than within 3 (three) working days after the date when the Contract is signed, the Operator shall send to the e-mail of the authorized persons indicated by the Participant the following identification data on the basis of which the Participant is granted the right to operate on the Exchange and to execute actions via the ETS:

2.2.1.1. Participant's name: a unique code identifying the Participant;

2.2.1.2. username: a unique name used for the identification of the persons authorized by the Participant;

2.2.1.3. password: a unique code for the confirmation of identification.

2.2.2. The Operator shall assign different usernames and passwords to individual authorized persons representing the Participant on the Exchange.

2.2.3. The Operator shall have the right to amend and supplement the content, structure, and (or) functionality of the ETS.

2.2.4. At any time of the period of validity of the Contract, the Operator shall assess the information delivered by the Participant (Annex 1. *The Request for granting the status of the participant*) and documentation proving this information. If the Operator finds that information is wrong or misleading, it shall have the right to impose the sanctions established by the Regulation.

3. TERMS OF OPERATION ON THE EXCHANGE

3.1. The Participant shall acquire the right to operate on the Exchange from the moment of receiving its identification data.

3.2. The Participant shall log in the ETS through www.getbaltic.com, by means of the identification data issued by the Operator.

3.3. The Participant shall be granted an access to the ETS 24 hours a day, except for the events

of emergent short-term disturbances and (or) works for upgrading the ETS.

3.4. When logging in the ETS, the Participant shall have the right to use all the functions provided for the Participant and enabling the Participant to:

3.4.1. view the orders submitted to the Exchange;

3.4.2. submit orders to buy and (or) to sell in accordance with the rights granted, during the trading session;

3.4.3. view, revise, and (or) amend the status and parameters of the orders submitted by the Participant;

3.4.4. view information of the own transactions;

3.4.5. review the results of statistics of trading on the Exchange;

3.4.6. execute other authorized actions.

3.5. The Participant is aware that the ETS user manual is available in the ETS. The Operator shall preserve the right to supplement and amend the ETS user manual.

4. RESPONSIBILITY OF THE PARTIES

4.1. The Parties shall act in accordance with the provisions of the Regulation and the Contract and shall fulfil the obligations stipulated therein. If any inconsistency arises between the provisions of the Regulation and the Contract, the provisions of the Regulation shall prevail.

4.2. The Participant shall assume the full risk and responsibility for the actions of third parties who would make use of the Participant's identification data and shall fulfil all the obligations resulting from the misuse of the Participant's identification data.

4.3. The grounds of origin and application of responsibility of the Parties resulting from the fulfilment of the Contract and provisions of the Regulation shall be regulated by the Civil Code of the RL, the EU legal acts, and the Regulation.

4.4. The party to the Contract shall be released from responsibility for the non-fulfilment or undue fulfilment of its obligations if it proves that these obligations could not be fulfilled due to the *force majeure* circumstances, the actions of the government or a third party, which neither Party could foresee, avoid, or prevent at the moment of entering into this Contract.

5. VALIDITY AND CANCELLATION OF THE CONTRACT

- 5.1. The Contract shall come into effect from the date when it is signed and shall be valid indefinitely unless any Party or both Parties cancel it amicably in accordance with the procedure prescribed by the Regulation.
- 5.2. The Contract may be cancelled on request of any Party by a written notice to the other Party not later than 30 (thirty) calendar days before cancellation.
- 5.3. If the Participant does not give its consent to amendments to the Regulation, it shall have the right to cancel the Participant's Contract by giving to the Operator a notice before the date when amendments to the Regulation come into effect.
- 5.4. Amendments and supplements (except for the Regulation) to this Contract shall be effective if they are executed in writing and certified by the signatures of both Parties.
- 5.5. If the Contract is cancelled, the Parties shall indemnify to each other for the liabilities arisen before the cancellation of the Contract.

6. MISCELLANEOUS

- 6.1. The "Regulation" definition used in the Contract shall mean this Regulation as amended from time to time unless it is expressly indicated that the previous wording of the Regulation should be applied.
- 6.2. The Parties confirm that all the necessary authorizations for the implementation of the Contract by the authorized representatives regarding the processing of personal data for the purposes of the Contract are obtainable and the Parties will be able to prove it if

necessary. The Parties confirm that the authorized representatives, which are involved in the implementation of the Contract, are agreed that their personal data will be processed in accordance with this Contract and will receive other information related to the services provided by the Parties. The Parties shall ensure that, without the individual written consent of the data subject, the personal data of the authorized representatives is used only for the execution of the Contract and will not be transferred to third parties or third parties as defined by the General Data Protection Regulation.

- 6.3. The Parties shall settle disputes resulting from the fulfilment of the Contract in a way of negotiations. If the Parties fail to settle a dispute in a way of negotiations, it shall be settled in accordance with the procedure prescribed by the Regulation.
- 6.4. The Regulation is an integral part of the Contract. The definitions used in the Contract are the same as indicated in the Regulation unless it is expressly indicated otherwise.
- 6.5. The Parties shall notify to each other any amendments to their legal status, name, address, or any other requisites as well as any circumstances preventing from the due fulfilment of obligations of the Parties under this Contract, not later than within 3 (three) working days.
- 6.6. The Contract has been executed in English and signed by the Parties in 2 (two) copies having the same legal effect, 1 (one) copy to each Party.

7. Requisites of the Parties

The Operator

Name: UAB GET Baltic
Identification code: 302861178
VAT code: LT100007135010
Address: Savanorių pr. 28, LT-03116 Vilnius
Tel.: +370 5 2360000
Fax: +370 5 2360001
E-mail: info@getbaltic.com
Bank account No. LT477044060007849656

The Participant:

Name:
Identification code:
VAT code:
Address:
Tel.:
Fax:
E-mail:
Bank account No.

AB SEB bank, bank code: 70440

Bank name and code

On behalf of **the Operator:**

On behalf of the **Participant:**

(position of the authorized person)

(position of the authorized person)

(name, surname and signature)

(name, surname and signature)

(The Request for granting the status of the participant submitted by the Participant)