



**Data Reporting  
Services Agreement  
General Terms and Conditions**

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Vilnius  
2018

## DATA REPORTING SERVICES AGREEMENT

### GENERAL TERMS AND CONDITIONS

Version 2, in force since 30 October 2018

#### 1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. The Data Reporting Services Agreement (hereinafter – **the Agreement**) shall govern data provision and reporting services that fall under the scope of REMIT (as defined below) and Implementing Regulation (as defined below) (hereinafter – **the Services**). The Agreement also governs other matters arising out of or in connection to a provision of the Services, including a fee for the Services that may be established by UAB GET Baltic (hereinafter – **the Supplier**) by introducing the Fee Annex (as defined below).
- 1.2. The Services shall be provided by the Supplier for the Client (as defined below) who has got a relevant reporting obligation under REMIT and who has engaged the Supplier for provision thereof by concluding the Agreement, including the respective Service Annex (as defined below), with the Supplier.
- 1.3. The deliverables of the Services, which must be achieved or provided, if any, are specified in the Individual Terms and Conditions (hereinafter – **the Individual Terms**) and/or a relevant Service Annex.
- 1.4. The General Terms and Conditions (hereinafter – **the General Terms**), together with the Fee Annex, if any, and the Service Annexes, as well as the Individual Terms set out the terms and conditions on which each Service shall be provided for the Client as well as obligations of the Client, including fees, if any, charged by the Supplier from the Client for the Services.

#### 2. STRUCTURE OF THE AGREEMENT

- 2.1. The Agreement comprises the following documents:
  - 2.1.1. these General Terms, comprising *inter alia*:
    - the Fee Annex (if any); and
    - Service Annexes introduced by the Supplier and undersigned by the Client;
  - 2.1.2. Individual Terms; and
  - 2.1.3. any other transaction documents concluded by the Supplier and the Client amending, modifying, supplementing or replacing the Agreement.
- 2.2. In case of any discrepancies among the abovementioned contractual documents comprising the Agreement, the priority shall be given in accordance with the listing of the documents above, but in the reversed order, i.e. from bottom to top.
- 2.3. The Fee Annex, if any, may be introduced by the Supplier and published on the Supplier's Website (as defined below). The Fee Annex, if any, may be amended, modified, supplemented, replaced or cancelled from time to time by the Supplier upon its discretion.

#### 3. ENTERING INTO FORCE OF THE AGREEMENT AND COMMENCEMENT OF PROVISION OF SERVICES

- 3.1. The Agreement shall enter into force upon undersigning by the Supplier and the Client (as defined below) (hereinafter – **the Parties**) of the Individual Terms (by which the Parties *inter alia* agree with the General Terms) and by the Client undersigning the relevant Service Annex introduced by the Supplier.
- 3.2. The starting date of provision of the Services under the Agreement shall be the next day, when the latest of the following occurs and/or takes place (if have not occurred or taken place yet):
  - 3.2.1. the Individual Terms are undersigned by the Parties;
  - 3.2.2. in relation to each Service to be provided hereunder, a respective Service Annex is

introduced by the Supplier upon its discretion, undersigned by the Client and the Supplier;

3.2.3. one day is left before a respective reporting period as provided for in the Implementing Regulation commences; and

3.2.4. ACER approves the status of the Supplier as RRM and provides the Supplier with RRM ID and (or) Supplier appoint and (or) utilize contractor or a third party to provide Services hereunder, which has established the relevant RRM, as specified in Clauses 11.5.1, 15.11, 15.13.

3.3 Nothing in Clause 3.2.4. shall constitute a promise or warranty that the Supplier commits to appoint and (or) utilize contractor or a third party to provide Services hereunder, which has established the relevant RRM, but only reserves the right to do so.

#### 4. DEFINITIONS

4.1. Capitalized terms used in this Agreement shall have the following meanings, unless the context requires some other meaning:

4.1.1. **ACER** means the Agency for the Cooperation of Energy Regulators established under the Regulation (EC) No 713/2009 of the European Parliament and of the Council as of 13 July 2009.

4.1.2. **Agreement** means this Data Reporting Services Agreement entered into by and between the Parties and comprised of documents listed in Clause 2.1.

4.1.3. **Business Day** means the days of a week from Monday to Friday, with the exception of events established by the legal acts of the RL.

4.1.4. **Business Hours** mean time between 08:00 and 17:00 (EEST) from Monday to Thursday, and 08:00-15:45 (EEST) Friday.

4.1.5. **Channel of Communication** means the tool which is used for communication and data provision between the Supplier and the Client, as provided for in a relevant Service Annex.

4.1.6. **Client** means the entity identified as such in the Agreement, requisites of which are indicated in the Individual Terms.

4.1.7. **Client Data** means all and any data, information and records concerning the Client that fall under the scope of requirements of REMIT and the Implementing Regulation and, hence, are required to be provided to ACER and/or is necessary to be received by and/or disclosed by the Supplier under or in connection with the performance of this Agreement and/or provision of the Service.

4.1.8. **Data Recipient** means a platform and/or a person (other than the Supplier) to which the Supplier shall deliver or make available the relevant Client Data in order to perform the relevant Service.

4.1.9. **Data Source** means a person that possesses the relevant Client Data or has a lawful access to it.

4.1.10. **Electronic Trading System** means the system composed of hardware, software, and communication equipment, aimed at a performance of trading on the natural gas exchange of the Supplier.

4.1.11. **Fee Annex** means an integral part of the General Terms, wherein the fees and terms of payment and invoicing for each Service introduced by the Supplier are set out.

4.1.12. **Force Majeure** is defined in the Civil Code of the Republic of Lithuania.

4.1.13. **General Terms** mean the general provisions of the Agreement, which regulate data provision and/or reporting services and that are applicable with respect to each Service. The General Terms are published on the Supplier's Website and may be amended, modified, supplemented and/or replaced from time to time by the Supplier upon its

discretion.

- 4.1.14. **Supplier** means UAB GET Baltic, a private limited liability company organized and existing under the laws of the **Republic** of Lithuania under legal entity code 302861178.
- 4.1.15. **Supplier's Facility** means the Supplier's Website, the FTP-server, Service Interface, etc. that may be introduced by the Supplier at any time.
- 4.1.16. **Supplier's Website** means the web contents available through <https://www.getbaltic.lt/>, insofar as it relates to the Agreement and/or the Service.
- 4.1.17. **Implementing Regulation** means the Commission Implementing Regulation (EU) No 1348/2014 as of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of REMIT.
- 4.1.18. **MoP** means the manual of procedures on transaction and fundamental data reporting document produced pursuant to the Implementing Regulation by ACER establishing procedures, standards and electronic formats for reporting of information under REMIT, as initially published on 7 January 2015 (as amended, supplemented, varied or replaced).
- 4.1.19. **Party** means either the Supplier or the Client. **Parties** shall mean the Supplier and the Client.
- 4.1.20. **REMIT** means the Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency of 25 October 2011.
- 4.1.21. **Representative** means a natural person who shall be authorized to represent the Client in relation to the Agreement.
- 4.1.22. **RRM** stands for "Registered Reporting Mechanism", meaning a person that reports a Client's trade data (records of transactions and orders to trade), and/or fundamental data, on behalf of a Client to the ACER under REMIT.
- 4.1.23. **Service** means any of the individual services as provided for in a relevant Service Annex and which the Client subscribes to under the Agreement.
- 4.1.24. **Service Interface** means the system which is used for a provision of Client Data in relation to each Service, as provided for in a relevant Service Annex.
- 4.1.25. **Service Period** means the period between the starting date of provision of the Service under the Agreement, as specified in Clause 3.2, and the date on which the Service effectively terminates.
- 4.1.26. **Service Annex** means an Annex issued by the Supplier specifying the contents of and, if applicable, any special terms and conditions applicable to respective Service.
- 4.1.27. **Support Hours** mean the regular hours during which support services are offered by the Supplier for any particular Service, as set out in a relevant Service Annex.
- 4.2. Unless otherwise specified, words importing the singular can also, where the context so requires, include the plural and vice versa. Similarly, words importing the masculine gender can, where the context so requires, include the feminine gender and vice versa. Words importing persons shall include legal and natural persons, and references to the whole shall also include the parts.
- 4.3. References to clauses, Annexes, provisions as well as terms and conditions are references to clauses, Annexes, provisions as well as terms and conditions of the Agreement; references to the Agreement shall also include any Annexes to it.
- 4.4. The headings of clauses are used for convenience only and shall not affect an interpretation of the Agreement.

## 5. TYPES AND SCOPE OF SERVICES

- 5.1. The Supplier offers to market participants such Services and in such scope as are indicated in the Service Annexes introduced by the Supplier and published on the Supplier's Website.
- 5.2. The Supplier shall be entitled to expand types of Services offered to the Client and other market

participants from time to time by issuing new relevant Service Annexes and publishing them on the Supplier's Website.

- 5.3. Nothing in Clause 5.2 shall constitute a promise or warranty that the Supplier will introduce any new Services other than such that are covered by the Service Annex available on the Supplier's Website at the time of conclusion of the Agreement.
- 5.4. The Supplier shall be entitled to change a scope of Services from time to time by amending, modifying, supplementing or replacing the relevant Service Annexes, publishing them on the Supplier Website and by notifying the Client thereof.
- 5.5. To the extent the Supplier provides additional or appurtenant services to any Service (i.e. that are not within the regular scope of a Service under the relevant Service Annex) then all such services are provided strictly on a "*reasonable effort*", "*as available*" and "*as is*" basis, and the Supplier may require additional fees for the performance of any such services. The Client shall be entitled to choose whether to use such additional or appurtenant services or not, and if chooses not to use them, the Client shall notify the Supplier in writing thereof not later than in 30 (thirty) days as from a beginning of provision of the relevant additional or appurtenant services by the Supplier.

## **6. SUBSCRIBING TO SERVICES**

- 6.1. The Client may engage the Supplier for provision of each Service introduced by the Supplier in the Service Annexes available on the Supplier's Website by the Parties undersigning a relevant Service Annex. Once the Service Annex is undersigned by the Parties, it constitutes an integral part of the Agreement and a respective Service is provided hereunder.
- 6.2. The Agreement does not oblige the Client to subscribe to any Service from the Supplier, nor does it oblige the Supplier to accept any application from the Client to subscribe for a Service.

## **7. RIGHTS AND OBLIGATIONS OF THE CLIENT**

- 7.1. The Client is solely responsible and liable for:
  - 7.1.1. performing all and any registrations with respective registers and regulatory authorities (including its home state and ACER) in order to obtain the ACER registration code necessary to identify the Client as a market participant, and notifying the Supplier about the granted ACER registration code;
  - 7.1.2. performing all and any renewals and/or modifications with respective registers and/or regulatory authorities in relation to changes of any data, information and/or records after the Client's ACER registration code is obtained and presented to the Supplier, and notifying the Supplier thereof;
  - 7.1.3. notifying the Supplier about erroneous orders provided and erroneous transactions concluded on grounds thereof, as it is established in the Regulation of Trading on the Natural Gas Exchange of the Supplier, available on the Supplier's Website;
  - 7.1.4. providing dully (including timely and in conformity with all applicable requirements of format and other) the Supplier with all data, information, records and documents (except for the Client Data) necessary in order for the Supplier to perform the Services for or on behalf of where relevant, the Client (including updates to such information and documents where applicable).
- 7.2. If the Data Source is not the Supplier, the Client is solely responsible and liable for:
  - 7.2.1. maintaining its Client Data complete, accurate and correct;
  - 7.2.2. providing dully (including timely and in conformity to all applicable requirements of format and other) the Supplier with:
    - relevant complete, accurate and, correct Client Data and the Client's ACER registration code;

- all and any other data, information, records and/or documents (other than the Client Data) reasonably required and requested by the Supplier that the Supplier does not already have in its possession;
- 7.2.3. monitoring and notifying the Supplier and, if required under legal regulation or by the Supplier, notifying ACER about any errors in the Client Data and the Client's ACER registration code provided hereunder;
- 7.3. The Client agrees and acknowledges that if it fails to comply with Clauses 7.1.4 and/or 7.2, and as a result the Supplier is unable to at all or duly report of all of the Client Data or such data are not provided by a third party or the Client, the Supplier shall not be liable for that, but, where relevant, shall submit ACER with the Client Data being in its possession, if any.
- 7.4. Where ACER places any request for further information as to data reporting under REMIT, the Client undertakes to provide all and any reasonable assistance to the Supplier, including, but not limited to a provision of any such information which is in the possession of the Client and not in the possession of the Supplier.

## **8. RIGHTS AND OBLIGATIONS OF THE SUPPLIER**

- 8.1. Subject to the other provisions of this Agreement (including the type of undersigned Service Annex), the Supplier shall perform the relevant Service during the Service Period and in accordance with the Agreement.
- 8.2. Subject to other provisions of this Agreement (including where under the relevant Service Annex such data, information, records and/or documents are to be reported directly by the Data Recipient), the Supplier agrees to submit to the Data Recipient all of the Client Data in possession of the Supplier (whether generated by its systems or provided to the Supplier under this Agreement by or on behalf of the Client).
- 8.3. The Supplier shall not be obliged to verify, monitor, correct or otherwise check the Client Data, unless the Supplier is the Data Source.
- 8.4. The Supplier shall ensure that, when reporting or procuring the reporting of the Client Data and/or other information to ACER on behalf of the Client, the Client shall be identified by its market participant registration code, i.e. ACER registration code.
- 8.5. The Supplier shall provide Support Services to the Client within Support Hours.

## **9. THE SUPPLIER'S FACILITIES AND PROVISION OF DATA / INFORMATION TO THE CLIENT**

- 9.1. Introduction of the Supplier's Facilities and provision of access to and usage thereof shall be in discretion of the Supplier. Please note that the Supplier does not undertake to provide any of the Supplier's Facilities, but only reserves a right to do so.
- 9.2. Even if introduced, a functionality of the Supplier's Facilities shall be limited to such functionality as the Supplier would decide to make available at any given time, and may change.
- 9.3. Unless and/or until the Supplier's Facilities are introduced, upon the Client's request the Supplier shall provide by e-mail to the Client a copy of data reported under or in connection with this Agreement. If and when the Supplier's Facilities are introduced, the Supplier shall be entitled to keep providing by e-mail to the Client a copy of data reported under or in connection with this Agreement or to allow the Client to get the said data himself by accessing the Supplier's Facilities.
- 9.4. Supplier may require an additional fee from the Client for the provision of the Client's data copies by including it in the Fee Annex and publishing it on the Supplier's Website. The Client shall be entitled to choose whether to use such additional Service or not, and if chooses not to use it, the Client shall notify the Supplier in writing thereof not later than in 30 (thirty) days as from a beginning of the Service charge day.
- 9.5. If the Supplier's Facilities are introduced, the Supplier shall be entitled to provide the terms and

conditions for their usage (and may amend them), and the Client shall comply therewith.

- 9.6. If the Supplier's Facilities are introduced, the Supplier may provide the Client with any log-in credentials (e.g. usernames, passwords, access key or password generator). The Client shall ensure that any log-in credentials provided by the Supplier to access the Supplier's Facility are treated confidentially, used only for the intended purpose and in connection with the relevant Service, and that adequate security measures are in place at the Client's facilities to prevent unauthorized access or use thereof.
- 9.7. The Client shall ensure that its software and hardware (or their relevant parts) being used to connect to the Supplier Facility comply with requirements for connection to the relevant the Supplier's Facility and are free from any computer viruses or similar malicious codes.
- 9.8. If the Supplier at any time has reason to believe that the Client's use of a the Supplier's Facility causes a security threat to the Supplier or other users, or affects the Supplier's or other users' use of the relevant Supplier's Facility in an adverse and/or unusual manner, the Supplier may disconnect and/or suspend the Client from the relevant Supplier's Facility, provided that the Supplier shall immediately notify the Client thereof.

## **10. FEES, INVOICING AND PAYMENT**

- 10.1. Service fees are applied for the Services provided by the Supplier and are presented in the Fee Annex, when the Fee Annex is introduced by the Supplier and is published on the Supplier's Website.
- 10.2. Invoicing and payment shall take place according to the invoicing and payment terms set out in the Fee Annex, if any.
- 10.3. When the Fee Annex is introduced by the Supplier and published on the Supplier's Website after the date of conclusion of the Agreement, the Supplier shall inform the Client accordingly thereof. If the Client does not agree with the introduced Service fees in relation to Service provision, the Client shall be entitled to withdraw from the relevant Service by terminating the relevant Service Annex and/or by terminating the Agreement. Where the Client will not inform the Supplier about its withdrawal from a relevant Service or termination of the Agreement within 30 (thirty) days after notification by the Supplier and continues using the Service, it shall be considered that the Client agrees with the introduced Service fee.
- 10.4. The Supplier shall be entitled to suspend one or more Services to the Client, without incurring a liability to the Client and without affecting the payable Service fees, in case the Client does not pay its Service fees when due and does not rectify the breach following 7 (seven) days written notice thereof from the Supplier.

## **11. BREACH OF THE AGREEMENT**

### **Acknowledgement of the Client**

- 11.1. The Client acknowledges and agrees that the Supplier shall not be in breach of this Agreement if, and to the extent that, the performance of its obligations is prevented (which shall include rendering performance by the Supplier impossible without unreasonable efforts) by a breach of this Agreement by the Client.
- 11.2. The Client acknowledges and agrees that the reporting obligation falling under the scope of the respective Service and, accordingly, the Services remain at all times subject to change as a result of further regulatory developments and standards and guidelines published by ACER. The Supplier agrees to notify the Client as soon as reasonably practicable in writing upon becoming aware of any such change.

### **Errors in the Service**

- 11.3. The Client shall give the Supplier, as soon as reasonably practicable, a written notice in case of

errors in the Service, and allow the Supplier a reasonable and practicable time for correcting any errors within Business Hours. The Client shall have no further claims towards the Supplier in case an error is corrected within such remedy period.

- 11.4. If any Party becomes aware of an error in any Client Data reported to ACER (whether as a result of receiving an Error Report or otherwise) in accordance with this Agreement, it will notify the other Party by using Channel of Communication, except in case of Clause 11.5, and both Parties shall use reasonable efforts, acting in good faith and a reasonable manner, to rectify such error and resubmit the relevant correct data without undue delay.
- 11.5. Supplier may not inform Client about error in Clients data reported to ACER, if Supplier is the Data Source and error is corrected until REMIT reporting deadline.
- 11.6. When both Parties sign Service Annex for Reporting Services to ACER of Standard Contracts traded at UAB GET Baltic natural gas exchange:
  - 11.6.1. if the Supplier is unable to report of the Client Data because it has not established the relevant RRM, the Supplier shall notify the Client in writing . The Supplier shall appoint a third party to make such report on the Client's behalf;
  - 11.6.2. if the Supplier does not, or reasonably expects that it will not, report the Client Data by the REMIT reporting deadline, the Supplier shall notify the Client in writing, giving details explaining the reasons as soon as reasonably practicable. The Supplier undertakes putting all reasonable efforts to ensure a provision of the Client Data to ACER in other ways or appointing a third party to make such report on the Client's behalf or providing the Client with all such Client Data in the applicable electronic format specified in the MoP so as to enable the Client to report such Client Data to ACER by the REMIT reporting deadline;
  - 11.6.3. other than instances in Clause 11.6.2, the Client will not report or arrange the reporting of the Client Data to ACER under other mechanisms than reporting to ACER by the Supplier under this Agreement.
- 11.7. In the event of a breach of any of the reporting obligations falling under the scope of each Service, each Party shall use its reasonable endeavours to rectify such breach and shall cooperate and communicate with ACER as may be required in relation to such breach.

### **Limitation of Liability**

- 11.8. The liability of the Supplier under the Agreement shall be limited to cases of gross negligence and/or wilful misconduct, as well as only to the direct losses / damages of the Client, i.e. the Supplier shall not be liable and shall not compensate the Client for:
  - 11.8.1. any losses / damages in case of a regular negligence (i.e. excluding gross negligence and wilful misconduct); and
  - 11.8.2. indirect, consequential, accidental and/or special losses / damages.
- 11.9. The Supplier shall not be liable to the Client for any errors in the Service (as indicated in Clauses 11.3 – 11.7), in case the conditions indicated in Clauses 11.3 – 11.7 are complied with by the Supplier.
- 11.10. The Supplier's liability towards the Client shall be limited to a maximum of 2 (two) times the fee earned by the Supplier for performance of the Services during the last 3 months, but in any case not more than EUR 500 for all claims made by the Client.
- 11.11. No Party shall be liable to the other Party for any loss of use, data, goodwill, revenues or profits or any consequential, indirect, incidental or (and) special loss, damage or expense arising under or in connection with the Contract.
- 11.12. Neither Party shall be entitled to hold the other Party's group companies, participants, incorporators / establishers, members of managing and supervisory bodies, employees, representatives or contractors liable for any breach of the Agreement by the latter Party



**Force Majeure**

- 11.13. The Parties shall not be liable for the non-fulfilment of an obligation resulting from force majeure circumstances as the parties were not aware and (or) could not be aware of the existence and origin of these circumstances, could not control them, and could not prevent the origin of these circumstances and (or) the consequences caused by them. The fulfilment of obligations which is impossible due to force majeure circumstances shall be postponed to the date approved by the Parties or until the expiration of the period required to eliminate the consequences of the event.
- 11.14. The Parties shall, not later than within 1 (one) working day, inform other Party of the origin of force majeure circumstances and that the fulfilment of the obligations undertaken is impossible due to the force majeure circumstances.
- 11.15. If the force majeure circumstances arise, the Client shall submit to the Supplier the evaluation of the impact of force majeure circumstances and reasonable information regarding the scope of consequences of the event caused by force majeure circumstances and the duration of elimination thereof.
- 11.16. Both Parties shall make all efforts to avoid the consequences caused by force majeure circumstances and, if the consequences arise – to eliminate them.
- 11.17. Where circumstances of Force Majeure continue for a period exceeding 30 (thirty) days, any of the Parties may unilaterally terminate the Agreement by notifying the other Party in writing 7 (seven) days in advance.

**12. INTELLECTUAL PROPERTY RIGHTS AND CLIENT DATA****Intellectual Property Rights**

- 12.1. Each of the Parties retains any intellectual property rights pertaining to its Client Data, provided that the Supplier shall:
- 12.1.1. always be entitled to process and use the Client Data as deemed required by the Supplier to perform a relevant Service;
  - 12.1.2. have a perpetual, non-exclusive, royalty-free / gratuitous license / entitlement (which shall survive a termination of this Agreement) to further process and use the Client Data for whatever purpose it deems fit, subject to the confidentiality obligations hereunder, provided that the Client shall have no liability to the Supplier for any such use of the Client Data, save for the Supplier's use of the Client Data hereunder.

**Client Data**

- 12.2. The Client shall promptly provide the Supplier with all Client Data, as well as all other necessary information not being in the Supplier's possession, which is required to provide the Services in a complete, accurate and timely manner according to REMIT, the Implementing Regulation and the latest standards and guidelines published by ACER.
- 12.3. The Supplier shall not be held responsible and liable for any Client Data and/or other information directly sent by the Client to ACER or for any other data not stipulated in Table 1 and/or Table 2 of Annexes to the Implementing Regulation provided to the Supplier by the Client for integration into the REMIT data file.
- 12.4. The Supplier may rely without further investigation on the Client Data provided by the Client itself or on behalf of the Client by some other person who is the Data Source.
- 12.5. Notwithstanding the above, under REMIT requirements the Client shall take reasonable steps to verify the completeness, accuracy and timeliness of a submission of the relevant Client Data by the Supplier to ACER. If the Client becomes aware of a reporting error, it undertakes to notify the Supplier immediately thereof.

**Data Usage**

- 12.6. Any data, including Client Data, information and records provided by one Party to the other pursuant to this Agreement shall be used by the receiving Party only for the purposes specified in this Agreement and for no other purpose without the prior written consent of the providing Party. Any such data, information and records, and any intellectual property rights contained therein shall remain a property of the providing Party so that the receiving Party shall have no other rights in such data, information or records save as set out in this Agreement.
- 12.7. Other than as expressly provided for in this Agreement, any Party receiving data, information or records, including the Client Data, shall protect such data, information and records from unauthorized use and disclosure to any third party in any manner whatsoever without a prior written consent of the providing Party.
- 12.8. The Parties confirm that all the necessary authorizations for the implementation of the Agreement by the authorized representatives regarding the processing of personal data for the purposes of the Agreement are obtainable and the Parties will be able to prove it if necessary. The Parties confirm that the authorized representatives involved in the implementation of the Agreement agree that their personal data will be processed in accordance with this Agreement 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 Agreement and will not be transferred to third parties or third parties as defined by the General Data Protection Regulation.

**13. CONFIDENTIALITY**

- 13.1. Data, information and records transmitted in the framework of this Agreement between Parties shall be considered confidential and may not be disclosed, unless the prior written consent of the other Party is received for that
- 13.2. The obligation of confidentiality Clause 13.1 referred to in this Article shall not apply to data, information and records when:
  - 13.2.1. a disclosure of such data, information or records is required for a proper performance of the Agreement and (or) the Service;
  - 13.2.2. a disclosure of such data, information or records is required under the applicable law;
  - 13.2.3. a dispute, a controversy or a claim arising out of or relating to this Agreement, its breach, termination, rescission or validity is pending at a court and there is a need to disclose such data, information or records in the relevant case; or
  - 13.2.4. such data, information or records fall into the public domain.
- 13.3. The duty of confidentiality shall not prevent the Supplier from disclosing any data, information or records to the Data Recipient or the Data Source as necessary to perform the Service. The Supplier may furthermore disclose confidential data, information and records to any person or contractor engaged by the Supplier in performing the Service, provided that such person or entity is subject to a duty of confidentiality substantially corresponding to that of the Supplier.
- 13.4. Each Party represents and warrants to the other Party that any third party to whom it owes a duty of confidentiality in respect of the data, information or records disclosed has consented to a disclosure of that data, information and records.

**14. AGREEMENT TERMINATION**

- 14.1. Either Party shall be entitled to terminate the Agreement without any reason not applying to court upon a unilateral notice sent to the other Party 30 (thirty) days prior to the date of termination of the Agreement.
- 14.2. Notwithstanding the Clause above, the Supplier may terminate any individual Service by

providing the Client with a shorter notice if circumstances beyond a reasonable control of the Supplier make further provision of the relevant Service by the Supplier illegal, impossible or significantly more burdensome or costly than the Supplier had reason to expect on the day of conclusion of this Agreement.

- 14.3. Either Party shall be entitled to terminate the Agreement by giving a written notice to the other Party, if such other Party fundamentally breaches its obligations and such breach is not remedied within 14 (fourteen) days from written notice thereof from the non-defaulting Party.
- 14.4. Either Party shall be entitled to terminate the Agreement in circumstances listed in Clauses 11.137 and 15.4.
- 14.5. Termination shall not affect payable amounts accrued at the time of termination, a validity of conditions of the Agreement governing the intellectual property rights, confidentiality, liability, applicable law and dispute resolution, as well as a validity of other conditions hereof, if such conditions according to their essence survive after the termination of the Agreement.
- 14.6. If after a cancellation of the Agreement or a termination of the Agreement on other grounds the Parties do not conclude a new agreement, but the Supplier continues to supply the Services to the Client and the Client does not contradict, the Agreement shall apply to these relations of the Parties.

## **15. MISCELLANEOUS**

### **Membership to the Supplier's natural gas exchange and conflict with other transactions**

- 15.1. In addition to the present Agreement, the Client's membership at the Supplier's natural gas exchange is governed by the respective Regulation of Trading on the Natural Gas Exchange approved by the Supplier. To the extent that the Regulation of Trading on the Natural Gas Exchange of the Supplier is inconsistent with this Agreement in relation to the subject matter of the present Agreement, the later shall prevail to the extent of inconsistency.
- 15.2. With respect to the subject matter hereunder, this Agreement shall take precedence over any other agreements in place between the Parties, including (without limitation) the Supplier's general terms of business or client agreements in the event of any conflict.

### **Amendments**

- 15.3. The Supplier shall be entitled to amend, modify, supplement or replace in whole or in part the Agreement: these General Terms, including the Fee Annex and any Service Annex, Individual Terms and/or any other transaction documents unilaterally with at least 30 (thirty) days prior written notice to the Client, or such shorter period as may be necessary due to circumstances outside a control of the Supplier. The amended, modified, supplemented and/or replaced documents shall be made available on the Supplier's Website or presented to the Client by other means of communication.
- 15.4. In case of such amendment, modification, supplement or replacement the Client shall be entitled to terminate the affected Service Annex or the whole Agreement by notifying the Supplier thereof within 30 (thirty) days period after notification by the Supplier as indicated in Clause 15.3. The Client is deemed to accept any such amendment, modification, supplement or replacement through its continued use of the relevant Service. For an avoidance of doubt the Parties agree that where the Client does not inform the Supplier about a termination of the affected Service Annex or the whole Agreement within 30 (thirty) days after notification by the Supplier as indicated in Clause 15.3, it shall be deemed that the Client has consented to the relevant amendment, modification, supplement or replacement.

### **Communications**

- 15.5. All communication between the Supplier and the Client shall be carried out according to the

contact data indicated in the Agreement or delivered by means of communication facilities (the Electronic Trading System, e-mail, fax, mail and personal delivery). Upon the Supplier's discretion, at any time it may allow other options of communication

- 15.6. Written communications between the Parties shall be in Lithuanian or in English.
- 15.7. From time to time the Supplier may deliver written operational messages relating to the Services through the Supplier's Website and/or a contact data of the Client, including information about maintenance periods and amendments of the General Terms, including the Fee Annex and any individual Service Annex, Individual Terms and/or any other transaction documents.

#### **Client Details**

- 15.8. The Client shall ensure that the Client details as provided for in the Individual Terms, including all contact information, are updated, complete, true and accurate at all times. The Client agrees that the Supplier shall not be obliged to perform any independent verification of any such information.
- 15.9. The Client may at any time amend its own details by notifying the Supplier through the means of communication indicated herein.

#### **Subcontractors**

- 15.10. The Supplier shall be entitled to subcontract, appoint and/or utilize a third party service provider and/or any other person for a full or partial performance of the Services thereof (including but not limited to a submission of the Client Data, utilization of any platform, system, interface or other technology developed by any such third party service provider for such purpose) or for assistance to the Supplier in provision of the Services hereunder, provided that the Supplier remains responsible for an overall performance of the Agreement.
- 15.11. The Client shall be entitled to appoint a third party service provider and/or any other person for assistance in performing its obligations hereunder.
- 15.12. If any Party subcontracts, appoints and/or utilizes a third party service provider and/or any other person for the purposes stated in Clauses 15.10 and 15.11 above, it will notify the other Party in writing of such appointment as soon as reasonably practicable. Where a Party utilizes the said entitlement, it shall use reasonable care in a selection thereof and in the on-going monitoring by that Party of services and/or an assistance provided by such third party in connection with this Agreement.

#### **Transfer and Assignment of Rights**

- 15.13. The Agreement, as well as rights, claims and obligations arising hereunder, may not be transferred or assigned to third parties without an advance written consent of the other Party.
- 15.14. In case of such transfer or assignment, consented by the other Party, provisions of this Agreement will be binding on the assignee's rights and obligations.
- 15.15. Any such transfer or assignment in breach of terms and conditions hereunder shall be deemed unlawful, null and void.
- 15.16. Notwithstanding the above, the Supplier may, by notice to the Client, assign, transfer or novate its rights hereunder to any company within the same group of companies as the Supplier and to any entity which acquires, through share or asset acquisition, business amalgamation or otherwise, the substantial business of the Supplier relevant to performance hereunder.

#### **Severability**

- 15.17. If any provision of this Agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect. The Supplier shall amend or replace the

invalid or unenforceable provision by a valid and enforceable provision, which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.

#### 16. APPLICABLE LAW AND DISPUTES RESSOLUTION

- 16.1. The Agreement and legal relations arising out of or in connection with the Agreement (including matters concerning a conclusion, validity, invalidity, performance, termination of and rescission from the Agreement) shall be governed by this Agreement, and under the law of the European Union and the Republic of Lithuania.
- 16.2. Any disputes arising between Supplier and Client shall be mutually settled. If the dispute fails to be mutually settled, dispute shall be settled in a competent court of the Republic of Lithuania.

#### 17. OTHER PROVISIONS

- 17.1. A failure of the Party to exercise its rights hereunder shall not be construed as a waiver of such rights, and the exercising of those rights partially does not prohibit further use of them.
  - 17.2. This Agreement (and each its amendment, modification, supplement and replacement) may be executed and delivered in counterparts (including by facsimile transmission and/or email), each of which will be deemed an original.
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