

AGREEMENT ON REPORTING OF INSIDE INFORMATION

No []
20[]-[]-[]
Vilnius

UAB GET Baltic, identification code of a legal entity: 302861178 (hereinafter referred to as „**the Service Provider**”), represented by the Chief Executive Officer [.....], who is acting in accordance with the bylaws of the Service Provider

and

[], identification code of a legal entity: [] (hereinafter referred to as “**the Customer**”), represented by [], who is acting in accordance with/under [],

(hereinafter the Service Provider and the Customer jointly shall be referred to as “**the Parties**”, and severally – “**the Party**”),

have agreed as follows:

1. DEFINITIONS

1.1. In this Agreement, definitions that begin with a capital letter shall have the following meaning unless the context of the Agreement stipulates otherwise:

- 1.1.1. **ACER** – the Agency for the Cooperation of Energy Regulators established in accordance with Regulation (EC) No 713/2009 of the European Parliament and the Council of 13 July 2009. 713/2009.
- 1.1.2. **Working Day** – the days of a week Monday to Friday unless otherwise provided by the legal acts of the Republic of Lithuania.
- 1.1.3. **Working Hours** – time 08:00 am to 17:00 pm Monday to Thursday and 08:00 am to 15:45 pm on Friday, Eastern Europe Summer Time (EEST).
- 1.1.4. **Data Receiver** – a platform and (or) an entity (other than the Service Provider) to whom the Service Provider delivers the Customer Data or gives an access to relevant Customer Data so that the Service Provider could provide the Service.
- 1.1.5. **Data Source** – an entity that handles the Customer information or a legitimate access thereto.
- 1.1.6. **Force Majeure (superior power)** – shall be understood as defined in the Civil Code of the Republic of Lithuania.
- 1.1.7. **Authorized Representative** – a natural entity entitled to represent the Customer under the Agreement.
- 1.1.8. **Implementing Regulation** – Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing article 8(2) and article 8(6) of the REMIT Regulation.
- 1.1.9. **Customer** – an entity who is provided with the Service in accordance with the terms and conditions of this Agreement.
- 1.1.10. **Customer Data** – all and any data related to the Customer, information and documents within the scope of application of Supervisory Regulations, the REMIT Regulation and the Implementing Regulation that are subject to mandatory delivery to the ACER and (or) the Service Provider and

(or) mandatory disclosure by the Customer in accordance with this Agreement or in relation to the fulfilment thereof and (or) delivery of the Service.

- 1.1.11. **Consulting Hours** – normal working hours during which the Service Provider offers to the Customer consulting services related to the Service.
 - 1.1.12. **MoP** (the manual of a procedure on transaction and fundamental data reporting) – the manual of the procedure issued by the ACER in accordance with the Implementing Regulation, which sets procedures, standards and e-data formats for reporting of information in accordance with the REMIT Regulation. The date of the first issue: 7 January 2015. The MoP version referred to in this Agreement includes all further amendments, supplements and (or) adjustments to the Manual of the Procedure wholly or in part.
 - 1.1.13. **Service** – the service of reporting of Inside Information to the National Commission for Energy Control and Prices and the ACER which is ordered by the Customer by entering into this Agreement.
 - 1.1.14. **Annex Service Fees** – the integral part of this Agreement in which the Service Provider sets the fees of the Service, terms of payment and the procedure for issuance of invoices.
 - 1.1.15. **Service Provider** – the private joint stock company UAB GET Baltic formed and operating in accordance with law of the Republic of Lithuania, identification code of the legal entity: 302861178.
 - 1.1.16. **Service Provider's Website** – the wording of the website available at the address: <https://www.getbaltic.com/> to extent it is related to the Agreement and (or) the Service.
 - 1.1.17. **Platform** – the specialized platform managed by the Service Provider and intended to report Inside Information provided for in the REMIT Regulation and Supervisory Regulations insofar as it does not conflict with the Agreement.
 - 1.1.18. **Supervisory Regulations** – Regulations for Supervision of Trade in Electricity and Natural Gas adopted by Decision No O3-450 of the National Commission for Energy Control and Prices of 22 December 2016 *on Adoption of Regulations for Supervision of Trade in Electricity and Natural Gas*.
 - 1.1.19. **REMIT Regulation** – Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency.
 - 1.1.20. **Agreement** – this Agreement on Reporting of Inside Information between the Parties, which incorporates the documents indicated in par. 3.1.
 - 1.1.21. **Party** – either the Service Provider or the Customer.
 - 1.1.22. **Parties** – the Service Provider and the Customer jointly.
 - 1.1.23. **Inside Information** – means information as defined in the REMIT Regulation and Supervisory Regulations.
- 1.2. Unless the context of this Agreement stipulates otherwise, words in the plural shall also cover words in the singular and vice versa. Similarly, masculine words shall mean feminine nouns and vice versa, while words that refer to entities shall cover both natural and legal entities.
 - 1.3. References to paragraphs, annexes, provisions and conditions shall mean references to paragraphs, annexes, provision and conditions of this Agreement; references to the Agreement shall also include references to any Annexes hereto.
 - 1.4. The headings of paragraphs of this Agreement are used for convenience only and do not interfere with the interpretation of the Agreement.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. Under this **Agreement**, the Service Provider shall deliver to the Customer the Services within the scope of application of the REMIT Regulation, the Implementing Regulation and Supervisory Regulations. The Service Provider shall deliver the Services to the Customer who, in accordance with

the REMIT Regulation, has the obligation of reporting of Inside Information provided that the Customer hires the Service Provider for reporting this information on the grounds of this Agreement and agrees to pay to the Service Provider the price indicated in Annex 1 *Service Fees* hereto.

3. STRUCTURE OF THE AGREEMENT

3.1. The Agreement includes the following documents:

3.1.1. Annex 1 *the Service Fees*;

3.1.2. Any other agreements between the Service Provider and the Customer amending, correcting, supplementing or adjusting this Agreement in whole or in part.

3.2. The Annex of *Service Fees* (if any) may be offered by the Service Provider and published on the website of the Service Provider (as defined hereinafter). The Annex of *Service Fees* (if any) at any time, at the discretion of the Service Provider, may be amended, corrected, supplemented and (or) adjusted or eliminated by the Service Provider in whole or in part.

4. ENTRY OF THE AGREEMENT INTO FORCE AND THE BEGINNING OF DELIVERY OF SERVICES

4.1. The Agreement shall come into force from the date when it is signed in two copies by the Service Provider and the Customer.

4.2. The beginning of delivery of Services under the Agreement shall be the day following the occurrence of circumstances as indicated below (unless they occur earlier):

4.2.1. the Parties hereto enter into this Agreement by affixing their signatures;

5. RIGHTS AND DUTIES OF THE CUSTOMER

5.1. The Customer shall be responsible for:

5.1.1. being registered with due registers and due regulatory authorities (including national regulatory authorities and the ACER) so that it would receive the registration code issued by the ACER, which identifies the Customer as a market participant, as well as for notifying to the Service Provider the ACER registration code;

5.1.2. making, in relevant registers and (or) at relevant regulatory authorities, all and any updates and (or) amendments caused by amendment of any information after the issuance of the ACER registration code to the Customer as well for notifying to the Service Provider actions that have been executed;

5.1.3. due delivery (in due time and in accordance with all requirements of the format and other specified requirements) to the Service Provider of all data, information and documents (other than the Customer Data) that are required to enable the Service Provider to deliver the Services to the Customer or on behalf of the Customer (including the updates of such information and documents if any).

5.2. If the Data Source is not the Service Provider, the Customer shall be responsible for:

5.2.1. completeness, expediency and correctness of its information as a Customer;

5.2.2. due delivery to the Service Provider (in due time and in accordance with all format requirements and other specified requirements);

5.2.2.1. completeness, accuracy and correctness of the Customer Data and the Customer's ACER registration code;

5.2.2.2. delivery of all and any other data, information and documents (other than the Customer Data) that are reasonably requested or might have been requested by the Service Provider provided that the Service Provider does have them in its disposal;

5.2.3. executing continuous monitoring and reporting to the Service Provider and the ACER any

inaccuracies of the Customer Data and the ACER registration code, if this is required by legal acts or by the Service Provider itself.

- 5.3. The Customer shall agree and acknowledge that the Service Provider shall not bear any responsibility if the Customer fails to comply with the requirements of par. 5.1 and (or) par. 5.2 and for this reason the Service Provider cannot or cannot promptly deliver all Customer Data or if this data is not delivered due to improper discharge of the duties of a third party or the Customer itself. However, if need be, the Service Provider may report to the ACER the Customer Data which the Service Provider has in its disposition, if any.
- 5.4. If the ACER requests to deliver any additional information related to reporting of Inside Information in accordance with the REMIT Regulation and the Supervisory Regulations, the Customer shall render to the Service Provider all and any reasonable assistance including but not limited to any information that is available to the Customer rather than to the Service Provider.

6. RIGHTS AND DUTIES OF THE SERVICE PROVIDER

- 6.1. In accordance with this Agreement, including all provisions thereof, the Service Provider shall deliver to the Customer a relevant Service during the period of delivery of Services.
- 6.2. The Service Provider shall report to the Data Recipient the Inside Information delivered by the Customer via the RSS feed according to the provisions of the MoP.
- 6.3. The Service Provider shall assure that the Inside Information delivered by the Customer complies with all technical requirements qualified by the ACER.
- 6.4. In accordance with the Supervisory Regulations and this Agreement, the Service Provider shall provide the Customer with the opportunity to use the Platform.
- 6.5. In accordance with the provisions of this Agreement, the REMIT Regulation and the MoP, the Service Provider shall assure that the Inside Information delivered by the Customer is made public.
- 6.6. The Service Provider shall be under no obligation to check, monitor, correct or otherwise verify the Customer Data related to Inside Information. The Service Provider shall not assume any responsibility for the content of the data delivered.
- 6.7. When reporting to the ACER the Customer's Inside Information and (or) other information on behalf of the Customer, the Service Provider shall identify the Customer by its registration code as a market participant, which means – by the ACER registration code.
- 6.8. During Consulting Hours, the Service Provider shall deliver to the Customer consulting services.

7. TOOLS OF THE SERVICE PROVIDER AND DELIVERY OF DATA / INFORMATION TO THE CUSTOMER

- 7.1. The Platform shall be implemented and an access to it shall be provided by the Service Provider.
- 7.2. The functionality of the Platform shall be limited by those functions the access to which is granted by the Service Provider. However, in any case, the functionality is to be sufficient for the due and prompt realization of the subject matter of the Agreement.
- 7.3. The Service Provider shall publish on its website the identical Inside Information reported by the Customer, which has been delivered to the Platform. If any technical failure preventing from usage of the Platform arises, the Service Provider shall publish on its website the information delivered by the Customer. As long as technical failure is not repaired (when the Platform is not operating), the Customer shall transmit data constituting the Inside Information to the Service Provider by e-mail.
- 7.4. Once the Platform has been implemented, the Service Provider shall have the right to provide the terms and conditions of operating of the Platform (including the right to amend them at any time), while the Customer shall comply with these terms and conditions.
- 7.5. Once the Platform has been implemented, the Service Provider shall be bound to provide the Customer

with login information (e.g., a user name, passwords, an access key or a password generator). The Customer shall assure that any data for login in the Platform of the Service Provider delivered by the Service Provider is handled confidentially and is used only as intended, for a relevant Service and that the Customer implements necessary security features preventing an unsanctioned access to and usage of the Platform.

- 7.6. The Customer shall assure that its software and hardware (or any components thereof) used for logging in the Platform comply with the requirements specified for logging in the Platform and is free from any computer viruses or similar malware codes.
- 7.7. If the Service Provider has reasons to think that the usage of the Platform by the Customer causes any hazard for safety of the Service Provider or other users or negatively and (or) in other uncommon way affects the use of the Platform by the Service Provider or other users, the Service Provider shall have the right to ban the Customer from using the Platform and (or) unplug the Customer from the Platform provided that the Service Provider immediately notifies this to the Customer. For as long as the Customer remedies such undue performance, the Customer shall deliver its Inside Information to the Service Provider in accordance with the procedure set in par. 7.3.

8. PAYMENT FOR SERVICES

- 8.1. The Services delivered by the Service Provider shall be charged at the Service fees indicated in Annex 1 hereto.
- 8.2. Invoices shall be issued and paid in accordance with the provisions for issuance of invoices and payment as indicated in Annex 1 *Service Fees* hereto.
- 8.3. The Service Provider shall have the right to postpone delivery of Services to the Customer if the Customer does not pay for the Services delivered and fails to eliminate this breach within 7 (seven) working days from the date when it receives a written notice from the Service Provider. In this case, the Service Provider shall not be liable to the Customer for not making or late making Inside Information public.

9. STATEMENTS, REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES TO THE AGREEMENT

9.1. The statements of the Customer:

- 9.1.1. The Customer hereby represents and agrees that the Service Provider shall not be treated being in breach of the Agreement if the non-fulfilment of obligations of the Service Provider is caused by the violation of this Agreement by the Customer (including cases when the Service Provider has to put unreasonable efforts to fulfil its obligations).
- 9.1.2. The Customer hereby represents and agrees that an obligation of reporting Inside Information and the Service itself may be amended at any time with due regard of possible amendments to regulation or the ACER standards and (or) guidelines. In this event, when the Service Provider becomes aware of any amendment, it shall in writing notify this to the Customer as soon as possible.

9.2. Mistakes in delivery of Services:

- 9.2.1. The Customer shall not deliver its Inside Information and shall not arrange for delivery of Inside Information to the ACER otherwise than this is stipulated by this Agreement. If any obligation of reporting of Inside Information which is within the scope of application of the Service is breached, each Party shall put reasonable efforts to eliminate such a breach and shall cooperate and communicate with the ACER if this is required with regard to an relevant breach.

9.3. Limitation of liability

- 9.3.1. The Service Provider shall only be subject to liability under this Agreement in cases of gross negligence or wilful misconduct. However, such liability shall be limited to the direct damage/loss of the Customer, which means that the Service Provider shall not be deemed liable and shall not reimburse to the Customer for:
- 9.3.1.1. any damages caused by ordinary negligence (other than gross negligence or wilful misconduct); and
 - 9.3.1.2. indirect damage/loss, lost income or non-pecuniary damage.
- 9.3.2. The liability of the Service Provider to the Customer shall be limited to the double fee received for the Services delivered for the latest 3 months. However, in any case this amount shall not be over EUR 500 for all the consolidated complaints lodged by the Customer.
- 9.3.3. Neither Party shall be liable to the other Party for the loss of the right of using, data, goodwill, income or profit as well as for any indirect damage/loss, lost income or non-pecuniary damage arising out of this Agreement or related hereto.

9.4. Force majeure:

- 9.4.1. The Parties shall not be liable for the non-fulfilment of their obligation if such non-fulfilment is caused by the force-majeure circumstances beyond the control of the Parties, the existence or occurrence of which was not known and (or) could not have been known to the Parties, the occurrence and (or) the consequences of which could not be prevented. The fulfilment of obligations that cannot be promptly discharged due to force majeure circumstances shall be postponed until the date agreed by the Parties or for the period required to eliminate the consequences of force majeure circumstances.
- 9.4.2. The Parties shall, not later than within 5 (five) working days, notify to the other Party the occurrence of force majeure circumstances and their inability to discharge the obligations assumed in consequence of these circumstances.
- 9.4.3. Once force majeure circumstances have arisen, the Customer shall deliver to the Service Provider the assessment of the effect made by force majeure circumstances and reasoned information regarding the scope of consequences of the force majeure accident and the duration of the period required for elimination of these consequences.
- 9.4.4. The Parties shall spare no effort seeking to avoid the consequences caused by force majeure circumstances or for elimination thereof if they arise.
- 9.4.5. If force majeure circumstance last longer than for 30 (thirty) days, any Party shall have the right to unilaterally cancel the Agreement by serving to the other Party a 7 (seven) working day prior written notice.

10. INTELLECTUAL PROPERTY RIGHTS AND CUSTOMER DATA

- 10.1. The Customer shall immediately deliver to the Service Provider all the Customer's Data as well as other information that is not available to the Service Provider and that is required to assure that the Service is delivered completely, accurately and promptly, in accordance with the REMIT Regulation, the Implementing Regulation, the Supervisory Regulations and the latest standards and guidelines adopted by the ACER.
- 10.2. The Service Provider shall not be responsible and shall not be liable for any information that has not been directly disclosed by the Customer and (or) any other information that has not been directly reported by the Customer to the ACER, that has been delivered to the Service Provider and in accordance with the Annex VII of the MoP has been added to the information of the Platform.
- 10.3. When delivering the Service, the Service Provider shall have the right, without additional checking the data, publish/use Inside Information and (or) the Customer's Data notwithstanding whether this

information and (or) data was delivered either by the Customer itself or other person acting on behalf of the Customer who is treated as the Data Source.

- 10.4. In accordance with the requirements of the REMIT Regulation, the Customer shall take the measures required to check the completeness, accuracy and promptness of relevant Inside Information of the Customer, which is reported by the Service Provider to the ACER. If the Customer detects any error in Inside Information, it shall immediately notify this to the Service Provider.
- 10.5. In accordance with this Agreement, any data, including the Customer's Data, reported by the Parties to each other shall be only used for the purposes indicated in the Agreement and shall not be used otherwise unless the Party who delivers data gives its prior written consent thereto. Any data, information and documents as well as all relative intellectual property rights shall remain in the ownership of the Party delivering information, while the receiving Party shall not acquire any other rights to this data, information or documents unless this Agreement stipulates otherwise.
- 10.6. Except as otherwise is explicitly stipulated in this Agreement, any Party receiving data, information or documents, including the Customer's Data, shall protect such data, information and documents against illegal use and disclosure to third parties unless the Party delivering information gives its consent thereto.
- 10.7. 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, which are involved in the implementation of the Agreement, are agreed 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.

11. CONFIDENTIALITY

- 11.1. Data, information and documents that are received by the Parties in the course of fulfilment of this Agreement shall be handled as confidential and shall not be disclosed to any third party unless the other Party gives its prior written consent thereto.
- 11.2. The confidentiality obligation set in par. 11.1 herein shall not be applicable to documents, information and data when:
 - 11.2.1. disclosure of such data, information or documents is required for the due fulfilment of the Agreement and (or) the delivery of the Service;
 - 11.2.2. disclosure of such data, information or documents is required in accordance with the provisions of applicable law;
 - 11.2.3. a dispute, a disagreement or a complaint arising out of this Agreement or related to this Agreement, its breach, termination, cancellation or validity is considered in court, and such data, information or documents are to be disclosed in a relevant case; or
 - 11.2.4. such data, information or documents lapse into the public domain.
- 11.3. The confidentiality obligation shall not prohibit the Service Provider from disclosing any data, information or documents to the Data Recipient or the Data Source to the extent this is required for the delivery of the Service. The Service Provider shall have the right to disclose confidential data, information and documents to any person or subcontractor hired by the Service Provider for the delivery of the Service provided that the confidentiality obligation applicable with regard to such natural person or legal entity conforms to the obligation of the Service Provider.
- 11.4. Each Party hereby represents and guarantees to the other Party that any third party that has assumed

the confidentiality obligation shall have the right to disclose the data of this nature to the other Party. However, the disclosure of such information shall be immediately notified to the Party whose confidential information is disclosed.

12. CANCELLATION OF THE AGREEMENT

- 12.1. Any Party shall have the right to cancel the Agreement without indicating any reason and without recourse to court after serving to the other Party a 30 (thirty) day prior unilateral notice.
- 12.2. Notwithstanding the above clause, the Service Provider shall have the right to withdraw the delivery of the Service after serving to the Customer a prior notice not later than 30 (thirty) days before the date of withdrawal of the Service if, for circumstances beyond the control of the Service Provider, the further delivery of the Service by the Service Provider becomes illegal, impossible, highly hindered or more expensive than the Service Provider could have expected as of the date of entering into this Agreement.
- 12.3. Any Party shall have the right to cancel the Agreement by serving to the other Party a written notice if the obligations indicated in the Agreement are breached and are not rectified within 14 (fourteen) days from the date of delivery of the written notice by the non-breaching Party.
- 12.4. Any Party shall have the right to cancel the Agreement under the circumstances indicated in par. 9.4.
- 12.5. The cancellation of the Agreement shall not affect sums payable that were accumulated prior to the moment of cancellation, intellectual property rights, confidentiality, liability, applicable rights and the provisions of the Agreement, which regulate dispute resolution if such provisions with due regard of their nature continue to be valid after cancellation of the Agreement.

13. OTHER PROVISIONS

- 13.1. In addition to this Agreement, the participation of the Customer in the natural gas exchange managed by the Service Provider shall be regulated by the Regulation of Trading on the Natural Gas Exchange adopted by the Service Provider. In case of discrepancies between the Regulation of Trading on the Natural Gas Exchange of the Service Provider and this Agreement, the provisions of this Agreement shall prevail with regard to the Services.
- 13.2. In case of any discrepancy, with regard to the subject matter of this Agreement, this Agreement shall prevail with regard to any other agreements between the Parties, including (but not limited to) the general business conditions or agreements between the Service Provider and customers.
- 13.3. All communication between the Service Provider and the Customer shall be executed according to the contact information indicated in the Agreement or by communication facilities (the e-trading system, e-mail, facsimile communication, regular mail and delivery against receipt). The Service Provider, at its own discretion and at any time, may start using other communication facilities as well.
- 13.4. Communication between the Parties may be carried out either in Lithuanian or English.
- 13.5. The Service Provider shall have the right to report and (or) publish on the Website and (or) deliver to the Customer according its contact information the notices related to the Services delivered, including but not limited to information regarding the period of technical maintenance.
- 13.6. The Customer shall assure that the Customer's information indicated in this Agreement, including all contact information, is always updated, complete, correct and accurate. The Customer shall give its consent that the Service Provider is under no obligation to carry out any individual verification of such information.
- 13.7. The Customer shall have the right, at any time, to amend its information by notifying this to the Service Provider according to the contact information indicated in the Agreement.
- 13.8. The Service Provider shall have the right to enter into a service contract with subcontractors or

appoint and (or) hire third parties and (or) any other person for the delivery of Services in whole or in part (including but not limited to reporting the Customer's Data via the platform, system, interface or other communication systems designed by a third party for the delivery of Services) or for assisting the Service Provider in the delivery of Services under this Agreement provided that the Service Provider continues to be liable for the overall fulfilment of the Agreement.

- 13.9. The Customer shall have the right to hire for the delivery of Services a third party and (or) any other person who would assist in discharging the Customer's obligations under this Agreement.
- 13.10. If any Party hires a subcontractor, appoints and (or) hires for the delivery of Services a third party and (or) any other person for the purposes indicated in par. 13.8 and 13.9, it shall in writing notify such appointment to the other Party as soon as possible. The Party who exercises this right shall appoint such third parties in a responsible manner and shall regularly supervise the services and (or) assistance delivered by such third parties under the Agreement.
- 13.11. This Agreement and the rights, requirements and liabilities arisen out of this Agreement shall not be ceded or transferred to third parties unless the other Party gives its written consent thereto.
- 13.12. In case of cession or transfer of rights, given that the other Party gives its consent thereto, the provisions of this Agreement shall become mandatory to an assignee.
- 13.13. Any cession or transfer of rights executed by breaching the provisions and terms of this Agreement shall be deemed to be illegal and null and void.
- 13.14. If any provision of the Agreement is invalid or not applicable, all other provisions of this Agreement continue to be in force to their full extent. The Service Provider shall replace an invalid or not applicable provision with a new valid and applicable provision the legal and economic outcome of which comes as close as possible to that of the invalid and not applicable provision. If the Service Provider fails to do this, such an invalid and not applicable provision shall be deemed to have been replaced automatically.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

- 14.1. The Agreement and the legal relationship arisen hereunder or related hereto (including matters regarding the entry into, validity, invalidity, fulfilment and cancellation of the Agreement) shall be governed by this Agreement, law of the European Union and the Republic of Lithuania
- 14.2. Any disputes between the Service Provider and the Customer shall be settled in a way of negotiations. If the Parties fail to resolve a dispute in a way of negotiations, such a dispute shall be subject to settlement in general courts of the Republic of Lithuania through a legal action.

15. ENTRY INTO OF THE AGREEMENT

- 15.1. When entering into and signing this Agreement, the Customer confirms that it accepts the provisions of this Agreement, including Annex 1 *Service Fees* signed by the Parties, and shall abide them.
- 15.2. The Customer confirms that, before entering into and signing this Agreement, it had a possibility to read the wording of the terms and conditions of the Agreement and Annexe thereto.
- 15.3. The Parties confirm that neither the Agreement nor any individual provision thereof cannot be considered as unreasonably providing an unfair advantage to any Party. The provisions of the Agreement shall be construed with due regard to their true meaning rather than to the benefit of any Party.

16. SIGNATURES AND REQUISITES OF REPRESENTATIVES OF THE PARTIES

- 16.1. The addresses and requisites of the Parties.

The Service Provider:

Name of the company: **UAB GET Baltic**

Company's code: 302861178

VAT payer's No LT100007135010

Address: Geležinio Vilko st. 18A,
LT- 08104, Vilnius Lithuania

Tel. No +370 5 236 0000

E-mail: info@getbaltic.com

Bank acc No: LT477044060007849656

Bank: AB SEB BANKAS

The Customer:

Name of the company: []

Company's code: []

VAT payer's No []

Address: [address], [postcode], [city],
[country]

Tel. No []

Fax: []

E-mail: []

Bank acc No []

Bank: []

16.2. Other information about the Customer required for the delivery of Services.

ACER registration code: []

16.3. Information of the representatives authorized to act on behalf of the Customer on the Platform:

1.	(first name, family name of the person (position) authorized)	
	(contact tel. No)	(contact e-mail)
	(first name, family name of the person (position) authorized)	
2.	(first name, family name of the person (position) authorized)	
	(contact tel. No)	(contact e-mail)
	(first name, family name of the person (position) authorized)	
3.	(first name, family name of the person (position) authorized)	
	(contact tel. No)	(contact e-mail)
	(first name, family name of the person (position) authorized)	

16.4. Person s who have signed the Agreement:

On behalf of the Service Provider:

Chief Executive Officer

Giedrė Kurmė

Place for a signature

L.S.

Date: _____

On behalf of the Customer:

[position]

[First name, family name]

Place for a signature

L.S.

Date: _____