

SECONDARY CAPACITY TRADING PLATFORM

MEMBERSHIP AGREEMENT No ___/___

___ __ 20__

Vilnius

We,

UAB GET Baltic (hereinafter referred to as „**GET Baltic**“) represented by the Chief Executive Officer Giedrė Kurmė who is acting in accordance with the bylaws,

and

_____, which is seeking to become the Member on the Secondary Capacity Trading Platform (*hereinafter referred to as „**the Platform**”*) and to acquire the Member Status, whose data is listed in the Membership Request (*hereinafter referred to as „**the Entity**”*) and, *after signing this Agreement*, also referred to as “**the Member**”), represented by a duly authorised person whose data and basis for representation are listed in the Membership Request,

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

WHEREAS:

- 1) *GET Baltic operates the Secondary Capacity Trading Platform (hereinafter referred to as „**the Platform**“) and provides access to an electronic trading platform for trading capacity on a secondary market in Finland in accordance with the Regulation of Trading on the Secondary Capacity Trading Platform;*
- 2) *The Entity wishes to become the member of the Platform, therefore, to be able to access the Platform and conclude Trades for capacity on a secondary market through the Platform;*
- 3) *On _____ the Entity has submitted to GET Baltic the Request to grant the status of the Member of the Platform (hereinafter referred to as “**Membership Request**”), providing all the necessary data and information to acquire the Member Status on the Platform;*
- 4) *in accordance with the provisions of the Regulation, GET Baltic has evaluated the documents submitted by the Entity (i.e. Membership Request, Master Data, etc.) and has adopted a decision that the documents provided by the Entity are accurate and complete, therefore the Entity can sign this Membership Agreement and acquire the Member Status on the Platform,*

have entered into this Secondary Capacity Trading Platform Membership Agreement (hereinafter referred to as “**Membership Agreement**”) as follows:

1. DEFINITIONS

1.1. Definitions used in this Membership Agreement shall be construed as indicated in the Regulation of Trading on the Secondary Capacity Trading Platform (hereinafter referred to as „**the Regulation**“). In case of any contradiction, the definitions set out in the Regulation will prevail over the definitions set out in this Membership Agreement.

2. SUBJECT MATTER OF THE MEMBERSHIP AGREEMENT

2.1. The purpose of this Membership Agreement is:

2.1.1. To grant the Entity a Member Status on the Platform, effectively transforming the Entity into the Member in accordance with the Regulation;

2.1.2. To grant the Member an access to the Platform operated by GET Baltic for trading capacity on a secondary market in Finland;

2.1.3. To establish the procedure for the issuance of identification data to the Member and its' authorized Users;

- 2.1.4. To establish the Member's rights and duties subject to the provisions of the Regulation and the legislative requirements.
- 2.2. The Parties hereby agree, that upon signing this Membership Agreement, the Entity shall be immediately granted the Member Status on the Platform, acquiring all rights and obligations arising thereof, and henceforth shall be regarded as the Member.
- 2.3. The Parties hereby undertake to fully comply with the provisions of the Regulation and the Membership Agreement, as well as any European Union (hereinafter referred to as "EU") Regulation listed in the Regulation and to perform their obligations thereunder while operating on the Platform.
- 2.4. The Parties hereby accept to be bound by the provisions of the Membership Agreement as well as by the Regulation. The Parties agree that terms and provisions of the Regulation shall be deemed incorporated by reference into the Membership Agreement.
- 2.5. In the event of a conflict between the provisions of the Regulation and the provisions of the Membership Agreement, the provisions of the Regulation shall prevail.
- 2.6. The Member hereby accept to be bound by the data provided in the Membership Request. The Parties shall consider the Membership Request to be an integral part of this Membership Agreement.
- 2.7. By signing this Membership Agreement, the Member agrees to pay GET Baltic fees for arranging trading on the Platform, according to Paragraph 4.1 of the Regulation.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Member's rights and obligations:

- 3.1.1. The Member shall have the right to trade capacity on the Platform, i.e. to submit Trade Proposals and/or Responses, through their authorized Users, in accordance with the procedure described in the Regulation.
- 3.1.2. The Member shall have all the rights and shall comply with all the obligations listed in Paragraph 5.1 of the Regulation.
- 3.1.3. The Member shall assume an obligation to duly settle accounts for any services provided to the Member on the Platform and (or) for any Trades made by the Member on the Platform, in accordance with the procedure described in the Regulation.
- 3.1.4. The Member shall guarantee that any data indicated in Membership Request is true throughout the period of validity of the Membership Agreement and shall immediately notify GET Baltic about any changes or amendments by delivering a form which is presented on GET Baltic's website www.getbaltic.com. In case the Member would fail to notify GET Baltic about any amendments or changes to the data, the Member shall act on its' own risk and shall bear all responsibility that may arise from such actions.
- 3.1.5. The Member and its authorised Users shall not abuse the rights granted to them and shall immediately notify GET Baltic regarding any possible non-compliance or illegal actions committed by other Members of the Platform.
- 3.1.6. The Member and its authorised Users shall keep any identification data for access to the Platform secret and shall not disclose it to any third parties. If identification data is lost, the Member and (or) its authorized Users shall immediately notify this to GET Baltic. The Member shall bear full responsibility for possible losses or damages caused by the Member's or its' authorized Users' identification data loss and (or) failure to promptly inform GET Baltic.
- 3.1.7. Upon receiving identification data, all of the Member's authorised Users shall during the first log-in session replace the password assigned to them by GET Baltic with a password that is in the exclusive knowledge and possession of each User only.

- 3.1.8. While using the Platform, the Member shall not execute any actions that may disturb the proper operation of the Platform and (or) infringe the rights of other Members and (or) their authorized Users.
- 3.1.9. While entering into this Membership Agreement, the Member hereby declares that it and all of its' authorized Users have read the Regulation and clearly understand and accept the provisions thereof and shall assume the obligation to follow the aforementioned Regulation.
- 3.1.10. While entering into this Membership Agreement, the Member hereby acknowledges GET Baltic's right to change or amend the Regulation solely by the decision of the CEO of GET Baltic, as stated in the Regulation, and that such changes or amendments shall be binding to the Member and (or) its' authorized Users. If the Member does not give its consent to amendments to the Regulation, it shall be entitled to cancel the Membership Agreement in accordance with Paragraph 6.3.3 of the Regulation.
- 3.1.11. The Member and its' authorized Users shall provide themselves with hardware, software and the internet access, which are required to use to the Platform.
- 3.1.12. The Member hereby acknowledges that the Member concluding a Trade on the Platform authorizes GET Baltic to act on the Member's behalf sending Trade approval requests as a capacity transfer requests to the TSO.

3.2. GET Baltic's rights and obligations:

- 3.2.1. GET Baltic shall arrange for trading on the Platform and shall ensure that safe trading, anonymity and data confidentiality of the Member and (or) its' authorized Users can be secured.
- 3.2.2. No later than within 3 (three) working days after the date when the Membership Agreement is signed, GET Baltic shall send User's account activation e-mail to the Member's authorized Users.
- 3.2.3. GET Baltic shall have the right to amend and supplement the content, structure, and (or) functionality of the Platform in accordance with the provisions of the Regulation.
- 3.2.4. At any time of the period of validity of the Membership Agreement, GET Baltic shall have the right assess the information provided by the Member in the Membership Request and documentation proving this information. If GET Baltic finds that information is wrong or misleading, it shall have the right to impose upon the Member the sanctions established by the Regulation.

4. THE RIGHT TO OPERATE ON THE PLATFORM AND TERMS OF OPERATION

- 4.1. The list of Users, which are authorized to operate on the Platform on behalf of the User, is provided to GET Baltic in the Membership Request, indicating the status of each User (i.e. either Full Control User or Read-Only User).
- 4.2. The Member shall have the right to change the status of each authorized User and (or) to cancel each Users' authorization or to grant authorization to additional Users. To change, grant or revoke authorization of the User, the Member shall submit a request to GET Baltic. Such request shall be evaluated and resolved (i.e. by changing, granting or revoking the User's access to the Platform) by GET Baltic within 2 (two) working days after the receipt of said request.
- 4.3. The Member's authorized Users shall acquire the right to operate on the Platform on behalf of the Member from the moment of receiving its identification data.
- 4.4. The Member's authorized Users shall log-in to the Platform through <https://sctp.getbaltic.com>, by means of the identification data, issued by GET Baltic.

- 4.5. The Member's authorized Users shall be granted an access to the Platform 24 hours a day, except for the non-trading hours which shall be announced to the Members in accordance with Paragraph 3.4.2 of the Regulation.
- 4.6. When logging-in to the Platform, the Member's authorized Full control Users shall have the right to use all the functions provided for the Member and enabling the Member to:
 - 4.6.1.view the Trade Proposals submitted to the Platform;
 - 4.6.2.submit Trade Proposals and Responses, during the Trading Session;
 - 4.6.3.view information of the Member's Trade proposals, Responses and Trading results;
 - 4.6.4.review the Trading results on the Platform;
 - 4.6.5.execute other actions in accordance with the Regulation.
- 4.7. When logging-in to the Platform, the Member's authorized Read-Only Users shall have the right to view the active Trade Proposals submitted for trading as well as own Trade proposals and Responses submitted to the Platform by the Member.
- 4.8. Any User operating on the Platform on behalf of the Member undertakes fully comply with the provisions of the Regulation. The Member shall bear the responsibility for the actions of its' authorized Users on the Platform.
- 4.9. The Members' authorized Users' ability to access the Platform and use its' functions and (or) use the rights listed in Paragraphs 4.6 and 4.7 may be limited or revoked in accordance with the provisions of the Regulation.

5. RESPONSIBILITY OF THE PARTIES

- 5.1. The Parties shall be liable for timely fulfilment of obligations under this Membership Agreement. The losses of the Parties shall be limited to direct losses unless the losses are caused by the criminal actions and (or) gross negligence and (or) intent of the other Party, and in case of the Member - including any of its' authorized Users.
- 5.2. By signing the Membership Agreement, the Member confirms that the statements, representations and guarantees contained in the Membership Request and the information therein are unchanged. If it would be revealed that the Member's statements, representations and guarantees on the actual date of the Membership Agreement were not true, it shall be considered as a material breach of the Membership Agreement and GET Baltic shall have the right to terminate the Membership Agreement without prior notice and to claim all losses arising therefrom without any of the limitation set forth in Clause 5.1. of the Membership Agreement.
- 5.3. The Member shall assume the full risk and responsibility for the actions of third parties who would make use of the identification data issued for the Member's authorized Users and shall fulfil all the obligations resulting from the misuse of the Member's authorized Users' identification data.
- 5.4. The grounds of origin and application of responsibility of the Parties resulting from the fulfilment of the Membership Agreement shall be regulated by the Civil Code of the Republic of Lithuania, the EU Regulation, and the Regulation.
- 5.5. The party of the Membership Agreement 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, subject to the terms and conditions laid down in the Paragraph 6.1 of the Regulation.
- 5.6. The Member acknowledges that GET Baltic shall not in any case or circumstance be held responsible for the actions of other Members and (or) their authorized Users on the Platform and (or) for execution of the monetary obligations and (or) any other obligations of counterparties to Trades entered into on the Platform.

6. VALIDITY AND CANCELLATION OF THE MEMBERSHIP AGREEMENT

- 6.1. The Membership Agreement shall come into effect after all the conditions set out below happen:
 - 6.1.1. the Parties sign this Membership Agreement;
 - 6.1.2. GET Baltic provides log-in credentials as an identification data to log-in to the Platform to at least one User of the Member.
- 6.2. After coming into effect, the Membership Agreement shall be valid indefinitely.
- 6.3. The Membership Agreement may be terminated on request of any Party by a written notice to the other Party not later than 30 (thirty) calendar days before cancellation.
- 6.4. The Membership Agreement may be terminated unilaterally by GET Baltic in accordance with provisions of the Regulation.
- 6.5. In case of termination of the Member Status in the accordance with the Regulation, GET Baltic shall terminate the Membership Agreement without prior notice. The date of Membership Agreement termination shall be deemed to be the next business day following the decision to withdraw the Member Status.
- 6.6. The Membership Agreement may be amended or supplemented by a written consensus of the Parties. Amendments and supplements to this Membership Agreement shall be effective if they are executed in writing and certified by the signatures of both Parties. Any changes or amendments to the Membership Agreement, which do not comply with the Regulation, are null and void.
- 6.7. If the Membership Agreement is cancelled, the Parties shall indemnify to each other for the liabilities arisen before the cancellation of the Membership Agreement. Payment of any forfeiture or loss shall not relieve the Party of its obligations under the Membership Agreement.

7. MISCELLANEOUS

- 7.1. The Member confirms its consent to the processing of personal data for the execution of the Membership Agreement, as well as to receive information provided by GET Baltic in relation with the services provided by GET Baltic. The Member confirms that signing of this Membership Agreement is sufficient to confirm its consent and that no separate consent shall be given. The Member understands that, at any time, consent may be withdrawn by notifying GET Baltic, however, GET Baltic reserves the right to decide whether without the Member's personal data he will be able to provide the Platform's services in full capacity.
- 7.2. The Parties confirm that all the necessary authorizations for the implementation of the Membership Agreement by the authorized representatives regarding the processing of personal data for the purposes of the Membership 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 Membership Agreement, are agreed that their personal data will be processed in accordance with this Membership 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 Membership Agreement and will not be transferred to third parties or third parties as defined by the General Data Protection Regulation.
- 7.3. The Parties shall settle disputes resulting from the fulfilment of the Membership Agreement in a way of negotiations. If the Parties fail to settle a dispute in a way of negotiations within 30 (thirty) days from the date of claim, it shall be settled in accordance with the procedure prescribed by the Regulation.

7.4. 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 Membership Agreement, not later than within 3 (three) working days.

7.5. The Membership Agreement 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. The Parties may agree to exchange only in electronic versions of the Membership Agreement.

8. REQUISITES OF THE PARTIES

GET Baltic:	
Company name	UAB GET Baltic
Company code	302861178
VAT code	LT100007135010
Address	Geležinio Vilko st. 18A, LT-08104 Vilnius, Lithuania
Telephone	+370 5 236 0000
Email	info@getbaltic.com
Bank name	AB SEB bank
Bank code	70440
Bank account no.	LTLT12 7044 0901 0101 7863
The Entity/Member:	
Company name	
Company code	
VAT code	
Address	
Telephone	
Email	
Bank name	
Bank code	
Bank account no.	

On behalf of **GET Baltic:**

On behalf of **the Entity:**

(position of the authorized person)

(position of the authorized person)

(name, surname and signature)

(name, surname and signature)