GET BALTIC DATA EXCHANGE SERVICE GENERAL TERMS AND CONDITIONS

CONTENT

1. BACKGROUND

1.1 UAB GET Baltic ("**GET Baltic**") provides access to Data Exchange Solutions (as defined below) to enable Participants of Natural Gas Exchange, Members of Secondary Capacity Trading Platform as well as UMM platform service users and other persons ("**Users**") to interface with its systems. These GET Baltic Data Exchange General Terms and Conditions (the "**General Terms**") set out the terms upon which GET Baltic make its Data Exchange Solutions available to Users.

1.2 With respect to an individual Data Exchange Solution, the General Terms are supplemented by Special Terms (as defined below). In case there is a conflict between these General Terms and the Special Terms applicable to an individual Data Exchange Solution, the relevant Special Terms will prevail. The General Terms and any Special Terms applicable to GET Baltic and the User shall together be referred to as the "**Data Exchange Agreement**".

1.3 The use of any one or more of the Data Exchange Solutions by a User does not oblige GET Baltic to make any other Data Exchange Solution available to such User.

2. DEFINITIONS

2.1 Unless otherwise defined herein, capitalized terms in the General Terms shall have the meaning ascribed to them in Regulation of Trading on the Natural Gas Exchange, Data Reporting Service Agreement General Terms and Conditions and Regulation of Trading on the Secondary Capacity Trading Platform.

2.2 "Data Exchange Solutions" means application programming interfaces ("**API**"). Data Exchange Solutions include, without limitation, the following Services (these services are collectively hereinafter referred to as Services and each separately as the Service and described on GET Baltic Website): trading and collecting data from GET Baltic gas exchange electronic trading system via API, reporting and collecting data of inside information via API from UMM Platform and collecting data from Secondary Capacity Trading Platform via API (including any possible subsequent changes to the service titles) and any other market data and analytics interfaces as may be made available by GET Baltic at some point in time, alone or in connection with the Data Exchange Solutions.

2.3 "Special Terms" means a Data Exchange Solution order form, however it may be titled, attached to these General Terms, entered into by and between User and GET Baltic, specifying specific Data Exchange Solution to be delivered to User by GET Baltic, listing, as applicable, User information, Contact person, and the applicable fees for such Services. Special Terms are governed by these General Terms.

3. AMENDMENTS TO GENERAL TERMS

3.1 GET Baltic shall be entitled to amend the Data Exchange Agreement unilaterally at any given time. Following any amendments, an updated version of the General Terms or the relevant

Special Terms will be posted on GET Baltic's Website at least ten (10) working days prior to them coming into force.

3.2 From the date of the amended version of the General Terms or Special Terms coming into force, any User shall be deemed to have fully accepted such amendments in case of continued use of the relevant Data Exchange Solution and/or Technical Information, unless the User has exercised its' right to terminate the Data Exchange Agreement, as set forth in Article 12.3.

4. ACCESS TO TECHNICAL INFORMATION

4.1 To facilitate the necessary system development by the User, GET Baltic may (but shall not be obliged to), on request, make certain technical information relating to a specific Data Exchange Solution (the "**Technical Information**") available to the User.

4.2 The Technical Information is provided on an "as is" basis and without any warranty (express or implied). GET Baltic disclaims all warranties including any implied warranty of merchantability and/or fitness for a particular purpose.

4.3 Each User which has accessed the Technical Information for a Data Exchange Solution shall be bound by the terms of the Data Exchange Agreement from the moment such information is accessed by the User.

5. RESPONSIBILITIES OF THE USER

5.1 The User is solely responsible for:

5.1.1 the availability, functionality, operation and use of all other facilities and equipment needed to access and use the relevant Data Exchange Solution, including any telecommunication lines, hardware equipment, operating platforms and other software;

5.1.2 the correctness, completeness, timeliness and format of its data (except where GET Baltic is the data source) and any other information needed for the functionality of the Data Exchange Solution, and that such information meets the requirements needed for the functionality of the Data Exchange Solution;

5.1.3 any legal arrangements, including, but not limited to, registrations, authorisations, licenses, agreements, custom identification details between the User and third parties that are required for the User's use of the Data Exchange Solution.

5.2 Additional rights and obligations applicable to the User may be specified in the relevant Special Terms relating to any one or more of the Data Exchange Solutions.

6. ACCESS TO AND USE OF DATA EXCHANGE SOLUTIONS

6.1 All access to and use of any Data Exchange Solution shall be in accordance with the guidelines documentation provided on http://www.getbaltic.com (hereinafter referred to as **GET Baltic Website**) or sent individually to User. Changes to these guidelines shall be announced on GET Baltic Website or sent by e-mail individually to User.

6.2 The User shall ensure that:

6.2.1 any persons acting on its behalf are properly authorised and are acquainted with the relevant Data Exchange Solution prior to use, including any subsequent changes to it;

6.2.2 the parts of its software and equipment used to access and use the Data Exchange Solution comply with the requirements to connect to the relevant Data Exchange Solution (including any subsequent changes or amendments), and that it is solely responsible for the functionality, availability and use of all facilities which GET Baltic does not provide;

6.2.3 any login credentials provided by GET Baltic to the User for use of Data Exchange Solution (including user names, passwords, tokens) shall be kept confidential, used only for their intended purpose and only in connection with the relevant Data Exchange Solution; adequate security measures are in place at the User's facilities to prevent unauthorised access or use of any login credentials or Data Exchange Solution itself. The User is strictly liable for the use of any login credentials registered to the User until GET Baltic, following a written request by the User's Contact Person, has confirmed in writing that the relevant login credentials have been disabled.

6.3 The User shall use its best endeavors to ensure that:

6.3.1 any information placed through the Data Exchange Solution are not erroneous;

6.3.2 any software and hardware that is used to connect to any of Data Exchange Solutions is free from any computer viruses, malware, or any other malicious code.

6.4 If GET Baltic at any time has reason to believe that the User's use of any Data Exchange Solution is causing a security threat to GET Baltic or other Users, or is affecting GET Baltic's or other Users' use of any Data Exchange Solution in an adverse or unusual manner, GET Baltic may immediately and without prior notice disconnect and/or suspend the User from using the relevant Data Exchange Solution, and immediately inform the User of such disconnection and/or suspension.

7. DATA EXCHANGE SOLUTION CHANGES

7.1 GET Baltic reserves the right to unilaterally change or amend any Data Exchange Solution at any given time and will aim to provide the User with reasonable notice of such changes or amendments via the GET Baltic Website.

7.2 Following any amendment to any Data Exchange Solution, GET Baltic shall be entitled to cancel the support of all older versions of that Data Exchange Solution. In such cases, the cancellation of support of older versions of the Data Exchange Solution will be communicated to the Users via GET Baltic Website. GET Baltic will use its best endeavors to ensure that older versions of any Data Exchange Solution will remain functional but does not warrant or guarantee such availability.

8. GET BALTIC RIGHTS AND OBLIGATIONS

8.1 Accessibility:

8.1.1 GET Baltic will take all reasonable steps to maintain the continuity of access to and technical capacity of any Data Exchange Solution at all times, and to provide the User with

reasonable notice of planned system outages and other matters affecting use or access to the Data Exchange Solution, but shall not be responsible for:

    8.1.1.1   any suspension, interruption, temporary unavailability or fault occurring in the accessibility or functioning of the relevant Data Exchange Solution;

    8.1.1.2   any loss or damages suffered or incurred in connection with the use of information or services acquired or accessed by the User through use of the Data Exchange Solution;

    8.1.1.3   any loss or damages suffered or incurred as a result of the malfunction, instability or inaccessibility of the Data Exchange Solution, equipment or services delivered by third parties or other circumstances for which GET Baltic is not responsible, including Force Majeure.

8.2   Monitoring and management of Data Exchange Solution use:

    8.2.1 By using any of the Data Exchange Solutions, the User accepts and agrees that GET Baltic shall have the right to monitor the User's use of the Data Exchange Solutions to ensure that the Data Exchange Solutions are being used in an appropriate manner and in compliance with the appropriate regulation. Examples of misuse of Data Exchange Solutions include, but are not limited to:

        8.2.1.1   The re-transmission, re-selling or publication in any form of any data made available to the User via the Data Exchange Solution.

        8.2.1.2   The polling of data more frequently than it is updated.

        8.2.1.3   Unauthorised use of any login credentials.

        8.2.1.4   Any infringement of GET Baltic's intellectual property rights in connection with any Data Exchange Solution.

        8.2.1.5   Submitting or amending data requests at a rate that is deemed to be beyond that what is acceptable (as determined by GET Baltic in its absolute discretion).

        8.2.1.6   Any breach of the appropriate GET Baltic regulatory documents, listed in Article 2.1, or any applicable law.

    8.2.2 GET Baltic shall be entitled to take any actions that are reasonably necessary to ensure that the performance of any other service provided by GET Baltic is not impacted by the Users' use of Data Exchange Solutions. In the event of any misuse, GET Baltic reserves the right to limit access to any Data Exchange Solution, to suspend or revoke any of the User's login credentials.

    8.2.3 In addition, GET Baltic reserves the right to limit:

        8.2.3.1 The number of data requests and/or submissions made via a Data Exchange Solution by the User over a given period of time; or

        8.2.3.2 The amount of data being returned to the User via the Data Exchange Solution,

8.3   Maintenance and support:

    8.3.1 GET Baltic will aim to perform any maintenance work to Data Exchange Solutions together with the maintenance work of the other GET Baltic provided services, subject to possibility, and shall give the Users a notice of any planned maintenance which may affect the relevant

Data Exchange Solution. GET Baltic may also set regular maintenance periods for each Data Exchange Solution, during which the Data Exchange Solution may not be accessible.

8.3.2 Although GET Baltic will seek to ensure that the Data Exchange Solutions are functional, GET Baltic shall have no obligation to provide support beyond providing the relevant Technical Information. Any technical assistance required by the User as a result of the integration of any Data Exchange Solution within the User's business processes will be the User's sole responsibility.

8.3.3 Additional rights and obligations applicable to GET Baltic may be specified in the relevant Special Terms relating to the relevant Data Exchange Solution.

8.4 Fees, invoicing, and payment:

8.4.1 Access to any Data Exchange Solution is provided only to the User which has no outstanding overdue fees for GET Baltic's provided services.

8.4.2 GET Baltic shall have the right to unilaterally change the applicable fees with at least ten (10) working days' notice via the GET Baltic Website.

8.4.3 In any case the User shall not duly pay its fees, GET Baltic shall have the right to suspend the User's access to any Data Exchange Solutions with a three (3) working days' written notice without any liability towards the User and without affecting the fees payable.

9. BREACH OF CONTRACT

9.1 Errors in technical implementation of Data Exchange Solution:

9.1.1 The User shall give GET Baltic immediate written notice if it reasonably believes there to be errors in any Data Exchange Solution, and GET Baltic shall use its best endeavours to correct such errors within a reasonable time from the receipt of such notice.

9.2 Limitation of liability:

9.2.1 GET Baltic does not provide any guarantee with regard to the fact that the Data Exchange Solutions are made available at a given point in time, complete or free of errors. Under certain circumstances, there might be delays in the transmission of the Data Exchange Solutions. GET Baltic may not be held liable for any delays or failures of transmission and / or receipt.

9.2.2 GET Baltic shall be exempt from any liability under the Data Exchange Agreement, except in cases where losses or damages by the User has been incurred as a result of GET Baltic's gross negligence and/or wilful misconduct. To the extent possible under applicable law, GET Baltic shall not be liable to a User for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind arising from a breach of its obligations under the Data Exchange Agreement.

9.2.3 The User shall be liable for the loss or damage caused by its action or inaction in the performance of this Data Exchange Agreement.

10. FORCE MAJEURE

10.1 Neither GET Baltic nor the User shall be liable for any loss or damage, and it shall not be deemed a breach of contract by such party, in respect of any failure on its part to perform any of its obligations under the Data Exchange Agreement if Force Majeure prevents the performance of such obligations.

10.2 A party wishing to invoke Force Majeure must give the other party notice as soon as possible and give the other party such other information as the other party may reasonably request in connection therewith.

11. CONFIDENTIALITY

11.1 The User shall keep Technical Information and other information received regarding GET Baltic or its business confidential, unless the User has received or receives such information with a GET Baltic's written release from confidentiality, or such information has fallen into the public domain, or is required to be disclosed by virtue of law.

11.2 The duty of confidentiality shall not prevent GET Baltic from disclosing any information to any person or contractor engaged by GET Baltic in performing services in respect of any Data Exchange Solution, provided that such person or entity is subject to an appropriate duty of confidentiality.

12. TERM AND TERMINATION OF THE DATA EXCHANGE AGREEMENT

12.1 The Data Exchange Agreement shall be deemed termless. The User shall be bound by the Data Exchange Agreement for as long as the User continues to access Technical Information and/or use any of the Data Exchange Solutions.

12.2 The Data Exchange Agreement may be terminated by the User by a ten (10) working days written notice to GET Baltic (including notification via email), whereupon at the expiry of such notice period the User's access to the Technical Information and/or use of Data Exchange Solutions will be terminated.

12.3 In case any amendments to Data Exchange Agreement are not acceptable to the User, the Data Exchange Agreement may be terminated by the User by a one (1) working day written notice to GET Baltic (including notification via email) if such notice is sent within 3 (three) days after coming into effect of any amendment to the General Terms. Upon the receipt of such notice, the User's access to the Technical Information and/or use of Data Exchange Solutions will be terminated.

12.4 GET Baltic may terminate the Data Exchange Agreement by a written notification to the User if circumstances beyond GET Baltic's reasonable control make granting further access to Technical Information and/or any Data Exchange Solution illegal, impossible or significantly more burdensome or costly.

12.5 Either party may terminate the Data Exchange Agreement by providing the other party with a written notice if the other party fundamentally breaches its obligations and such fundamental

breach is not remedied within five (5) working days from written notice thereof from the non-defaulting party.

12.6 Termination shall not affect any rights or obligations accrued at the time of termination. Any provision of the Data Exchange Agreement which by its nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released.

13. MISCELLANEOUS TERMS

13.1 Communications:
13.1.1 Any notice under the Data Exchange Agreement is to be given in writing and may be sent by e-mail to the Contact Person of the other party.
   13.1.2 GET Baltic may deliver operational messages relating to the Technical Information and/or any Data Exchange Solution through the GET Baltic Website, including information about maintenance periods and amendments of the General Terms and/or any Special Terms.
   13.1.3 The Contact Person is authorised to represent the User in any and all matters arising out of the Data Exchange Agreement. This shall not however limit the authority of other persons (if otherwise duly authorised) to represent the User.
13.2 User details:
   13.2.1. The User confirms that the User details, including all contact information, is updated, true and accurate at all times, and that GET Baltic shall not be obliged to perform any independent verification of any such information.
   13.2.2 The User may at any time amend its own details, including the Contact Persons, by providing a written notice to GET Baltic.
13.3 Assignment:
   13.3.1 The Data Exchange Agreement is not assignable without the consent of the other party, such consent not to be unreasonably withheld or delayed.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.3 The Data Exchange Agreement and legal relations arising out of or in connection with the Data Exchange Agreement (including matters concerning a conclusion, validity, invalidity, performance, termination of and rescission from the Data Exchange Agreement) shall be governed by this Agreement, and under the law of the Republic of Lithuania.

14.4 Any disputes arising between User and GET Baltic 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, which is based in city of Vilnius.