

part of eex group



# The Natural Gas Exchange Participant's Contract

[Data]  
Vilnius

No. \_\_\_\_\_

# The Natural Gas Exchange Participant's Contract No. \_\_\_\_\_

20\_\_\_\_-\_\_\_\_-\_\_\_\_  
Vilnius

We,

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

and

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

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

taking into consideration that the Operator, in accordance with the provisions of the UAB GET Baltic Regulation on Trading on the Natural Gas Exchange (hereinafter – „**the Regulation**“) and the documents submitted by the Participant, has adopted Decision regarding Participant's compliance with the requirements of the Regulation and on granting the status of the participant of the UAB GET Baltic natural gas exchange (hereinafter – „**the Exchange**“), have entered into this Natural Gas Exchange Participant's Contract (hereinafter referred to as “**the Contract**”) as follows:

## 1. Subject matter of the contract

- 1.1. To grant an access to the Exchange electronic trading system (hereinafter – “**the ETS**”) operated by the Operator and intended for the execution of actions on the Exchange, to establish the procedure for the issuance of identification data to the Participant, and other Participant's rights and duties subject to the provisions of the Regulation and the legislative requirements.
- 1.2. The Parties hereby undertake to comply with the Regulation and the provisions of the Agreement and to perform their obligations thereunder while operating on the Exchange. In the event of a conflict between the provisions of the Regulation and the provisions of the Agreement, the provisions of the Regulation shall prevail.

## 2. Rights and obligations of the parties

### 2.1. The participant's rights and duties:

- 2.1.1. The Participant shall have the right to submit orders in Lithuania, Latvia, Estonia and from 1 January 2020 in common Latvian and Estonian market area and Finland, in accordance with the procedure prescribed by the Regulation.
- 2.1.2. The Participant shall have the right to trade in all products that are offered for purchase on the Exchange, except products that are traded in specific trading areas only.
- 2.1.3. The Participant shall assume an obligation to duly and promptly settle accounts for the services provided in accordance with the procedure prescribed by the Regulation.
- 2.1.4. The Participant shall guarantee that the data indicated in Annex 1 *The Request for granting the status of the participant* is true throughout the period of validity of the Contract and shall immediately notify to the Operator any amendments by delivering a form on amendments which is presented on the Operator's website [www.getbaltic.com](http://www.getbaltic.com). In case the Participant would fail to notify the Operator about any amendments or changes to the data, the Participant shall act on its' own risk and shall bear all responsibility that may arise from such actions.
- 2.1.5. The Participant and the Representatives authorized by it shall follow the Regulation and the legal acts of the European Union (hereinafter – “**the EU**”) and the Republic of Lithuania (hereinafter – “**the RL**”) regulating operation on a natural gas exchange as well as transmission system operators rules published

for trading platform's specific market areas and, during operation on the Exchange, shall not abuse the rights granted and shall immediately notify to the Operator if it finds that other Participant commits illegal actions;

- 2.1.6. The Participant shall keep identification data secret and shall not disclose it to third parties. If identification data is lost, the Participant shall immediately notify this to the Operator.
- 2.1.7. While using the ETS, the Participant shall not execute any actions that may disturb the proper operation of the ETS and (or) infringe the rights of other participants.
- 2.1.8. Upon receiving identification data, the Participant shall replace the password assigned to it by a password that is in the possession of the Participant only;
- 2.1.9. While entering into this Contract, the Participant shall declare that it has read the Regulation and clearly understood the provisions thereof and shall assume the obligation to follow the aforementioned provisions.
- 2.1.10. The Participant shall provide itself with hardware, software, and an access to the internet required to be connected to the ETS.

## 2.2. The operator's rights and duties:

- 2.2.1. The Operator shall arrange for trading on the Exchange so that safe trading on the Exchange and the anonymity and data confidentiality of the Participant would be secured. On the date of granting of the status of the Participant, which means not later than within 3 (three) working days after the date when the Contract is signed, the Operator shall send to the e-mail of the authorized persons indicated by the Participant the following identification data on the basis of which the Participant is granted the right to operate on the Exchange and to execute actions via the ETS:
  - 2.2.1.1. Participant's name: a unique code identifying the Participant;
  - 2.2.1.2. username: a unique name used for the identification of the persons authorized by the Participant;
  - 2.2.1.3. password: a unique code for the confirmation of identification.
- 2.2.2. The Operator shall assign different usernames and passwords to individual authorized persons representing the Participant on the Exchange.
- 2.2.3. The Operator shall have the right to amend and supplement the content, structure, and (or) functionality of the ETS in accordance with the provisions of the Regulation.
- 2.2.4. At any time of the period of validity of the Contract, the Operator shall assess the information delivered by the Participant (Annex 1. *The Request for granting the status of the participant*) and documentation proving this information. If the Operator finds that information is wrong or misleading, it shall have the right to impose the sanctions established by the Regulation.

## 3. Terms of operation on the exchange

- 3.1. The Participant shall acquire the right to operate on the Exchange from the moment of receiving its identification data.
- 3.2. The Participant shall log in the ETS through [www.getbaltic.com](http://www.getbaltic.com) or through [gastradeonline.com](http://gastradeonline.com), by means of the identification data issued by the Operator.
- 3.3. The Participant shall be granted an access to the ETS 24 hours a day, except the non-trading hours indicated in Trading Schedule and during unscheduled ETS updates, which are announced as soon as possible via email and by posting information on the Operators website.
- 3.4. When logging in the ETS, the Participant shall have the right to use all the functions provided for the Participant and enabling the Participant to:
  - 3.4.1. view the orders submitted to the Exchange;
  - 3.4.2. submit orders to buy and (or) to sell in accordance with the rights granted, during the trading session;
  - 3.4.3. view, revise, and (or) amend the status and parameters of the orders submitted by the Participant;
  - 3.4.4. view information of the own transactions;
  - 3.4.5. review the results of statistics of trading on the Exchange;
  - 3.4.6. execute other authorized actions.

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

#### 4. Responsibility of the parties

- 4.1. The parties shall be liable for timely fulfilment of obligations under the agreement. The losses of the parties shall be limited to direct losses, unless the losses cause from the unlawful actions and (or) gross negligence and (or) intent of the other party.
- 4.2. By signing the agreement, the participant confirms that the statements, representations and guarantees contained in the request to grant the status of the Participant and the information therein are unchanged. If it would be revealed that the Participant's statements, representations and guarantees on the actual date of the Contract were not true, it shall be considered as a material breach of the Contract and the Operator shall have the right to terminate the Contract without prior notice and to claim all losses arising therefrom without the limitation set forth in Clause 4.1. of the Contract.
- 4.3. The Participant shall assume the full risk and responsibility for the actions of third parties who would make use of the Participant's identification data and shall fulfil all the obligations resulting from the misuse of the Participant's identification data.
- 4.4. The grounds of origin and application of responsibility of the Parties resulting from the fulfilment of the Contract and provisions of the Regulation shall be regulated by the Civil Code of the RL, the EU legal acts, and the Regulation.
- 4.5. The party to the Contract shall be released from responsibility for the non-fulfilment or undue fulfilment of its obligations if it proves that these obligations could not be fulfilled due to the *force majeure* circumstances, subject to the terms and conditions laid down in the Regulation.

#### 5. Validity and cancellation of the contract

- 5.1. The Contract shall come into effect from the date when it is signed and shall be valid indefinitely unless any Party or both Parties cancel it amicably in accordance with the procedure prescribed by the Regulation.
- 5.2. The Contract may be cancelled on request of any Party by a written notice to the other Party not later than 30 (thirty) calendar days before cancellation.
- 5.3. Upon termination of the status of the Participant in the accordance with the Regulation, the Operator shall terminate the Contract without prior notice. The date of termination shall be deemed to be the next business day following the decision to withdraw the status of the Participant.
- 5.4. If the Participant does not agree with the amendments to the Regulation, it shall have the right to terminate the Participant's Contract by notifying the Operator 5 (five) business days prior the amendments to the Regulation coming into effect.
- 5.5. Amendments and supplements (except for the Regulation) to this Contract shall be effective if they are executed in writing and certified by the signatures of both Parties.
- 5.6. If the Contract is cancelled, the Parties shall indemnify to each other for the liabilities arisen before the cancellation of the Contract. Payment of any forfeiture or loss shall not relieve the Party of its obligations under the Contract.

#### 6. Miscellaneous

- 6.1. The "Regulation" definition used in the Contract shall mean this Regulation as amended from time to time unless it is expressly indicated that the previous wording of the Regulation should be applied.
- 6.2. The Participant confirms its consent to the processing of personal data for the execution of the Contract, as well as to receive information provided by the Operator in relation with the services provided by the Operator. The Participant confirms that signing of this Contract is sufficient to confirm its consent and that no separate consent shall be given. The Participant understands that, at any time, consent may be withdrawn by notifying

the Operator, however, the Operator reserves the right to decide whether without the Participant's personal data he will be able to provide the Exchange's services in full.

- 6.3. The Parties confirm that all the necessary authorizations for the implementation of the Contract by the authorized representatives regarding the processing of personal data for the purposes of the Contract are obtainable and the Parties will be able to prove it if necessary. The Parties confirm that the authorized representatives, which are involved in the implementation of the Contract, are agreed that their personal data will be processed in accordance with this Contract and will receive other information related to the services provided by the Parties. The Parties shall ensure that, without the individual written consent of the data subject, the personal data of the authorized representatives is used only for the execution of the Contract and will not be transferred to third parties or third parties as defined by the General Data Protection Regulation.
- 6.4. The Parties shall settle disputes resulting from the fulfilment of the Contract in a way of negotiations. If the Parties fail to settle a dispute in a way of negotiations within 30 (thirty) days from the date of claim, it shall be settled in accordance with the procedure prescribed by the Regulation.
- 6.5. The Regulation is an integral part of the Contract. The definitions used in the Contract are the same as indicated in the Regulation unless it is expressly indicated otherwise.
- 6.6. The Parties shall notify to each other any amendments to their legal status, name, address, or any other requisites as well as any circumstances preventing from the due fulfilment of obligations of the Parties under this Contract, not later than within 3 (three) working days.
- 6.7. The Contract has been executed in English and signed by the Parties in 2 (two) copies having the same legal effect, 1 (one) copy to each Party.

## 7. Requisites of the parties

<b>The Operator:</b>	
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.	LT12 7044 0901 0101 7863
<b>The Participant:</b>	
Company name	
Company code	
VAT code	
Address	
Telephone	
Email	
Bank name	
Bank code	
Bank account no.	

On behalf of **the Operator:**

\_\_\_\_\_

(position of the authorized person)

\_\_\_\_\_

(name, surname and signature)

On behalf of **the Participant:**

\_\_\_\_\_

(position of the authorized person)

\_\_\_\_\_

(name, surname and signature)